



ONE CITY ONE JACKSONVILLE

City of Jacksonville, Florida

Lenny Curry, Mayor

Department of Public Works
Office of the Director
214 N. Hogan Street, 10th Floor
Jacksonville, FL 32202
(904) 255-8786
www.coj.net

January 26, 2021

The Honorable Tommy Hazouri
City Council President and Members of the City Council
117 West Duval Street, Suite 425
Jacksonville, Florida 32202

**RE: Application for Non-Residential Solid Waste Collection and Transportation
Franchise Application from GFL Solid Waste Southeast, LLC**

Dear President Hazouri and Members of City Council:

In accordance with Jacksonville Municipal Code, Sections 380.605 transmitted herewith is an application for a Non-Residential Solid Waste Collection and Transportation Franchise application from GFL Solid Waste Southeast, LLC.

The Department of Public Works, Solid Waste Division has coordinated a review of the information submitted by the applicant, inspection of its facility and Jacksonville office location in addition to conducting telephone interviews with the applicant to discuss its existing and proposed operations and maintenance plan for expansion into Duval County and their business plan and marketing strategies to accomplish this expansion. The application was submitted with the appropriate fee of \$1,500.

Experience and Potential Significant Amount of Duval County Business –GFL Solid Waste Southeast, LLC is a wholly-owned indirect subsidiary of GFL Environmental, Inc., which is a publicly traded company organized in Ontario, Canada. The applicant is the fourth largest diversified environmental services company in North America. The applicant provides a comprehensive line of non-hazardous solid waste management, infrastructure and soil remediation and liquid waste management services through its platform of facilities throughout Canada and in 23 states in the US.

Financial Resources

The applicant has acquired existing customer routes from Advanced Disposal Services and/or Waste Management, including branch location at 7580 Philips Highway in Jacksonville. GFL is publicly listed on the New York Stock Exchange and the Toronto Stock Exchange. GFL Solid Waste Southeast, LLC certifies that it has the financial resources to perform its duties and obligations as a franchise. The applicant's certificate of insurance has been reviewed by Risk Management staff and meets the specified insurance requirements.

Disposal Methods, Quantities, and Facilities

The applicant proposes to landfill all Class I franchised waste it collects at the City's Trail Ridge Landfill and estimates it will collect approximately 4,500 tons per month or 54,000 tons per year of solid waste.

January 26, 2021
The Honorable Tommy Hazouri
City Council President and Members of the City Council
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The applicant's corporate headquarters are located at 3301 Benson Drive, Suite 601, Raleigh, NC 27609 with a local office at 7580 Philips Highway, Jacksonville, FL 32256 where their Duval County records can be examined.

Evidence of Safety and Reliability and Sanitation

The applicant will begin operations with 13 solid waste trucks and a safety manual that will guide daily operations. The applicant has provided a summary of health and safety guidelines that create a safe operational culture which utilizes coaching, training and technology, to identify opportunities that influence performance results.

Background Information

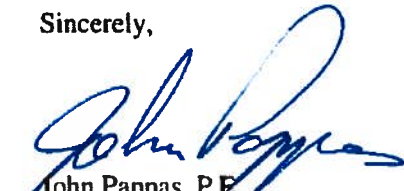
The applicant has certified that it has not been adjudicated in default on any government contracts or bids and that there are no unsatisfied final money judgments against it. Limited background checks have been completed by ISO's Interagency Special Investigator who found no records of public entity crimes, felony and/or misdemeanor charges.

Based upon the information received and reviewed, the Department recommends that the Council grant a franchise transfer for a Non-Residential Solid Waste Collection and Transportation Franchise to **GFL Solid Waste Southeast, LLC** based upon the following conditions:

1. execution of a franchise agreement as specified in Section 380.605(a) (6)
2. submission of a payment bond, as specified in Section 380.608(f)
3. execution of an indemnification agreement, as specified in Section 380.608(h)

If there are any questions regarding this matter please contact Will Williams at 904-255-7512.

Sincerely,



John Pappas, P.E.
Director of Public Works



DEPARTMENT OF PUBLIC WORKS
SOLID WASTE DIVISION
CITY OF JACKSONVILLE, FLORIDA

2020

ANNUAL APPLICATION FOR NON-RESIDENTIAL
SOLID WASTE COLLECTION & TRANSPORTATION FRANCHISE

Please Type or Print

1. Application Type: <input checked="" type="checkbox"/> Initial <input type="checkbox"/> Renewal <input type="checkbox"/> Transfer	2. Application Date: _____
3. Full Name and Business Address of Applicant: GFL Solid Waste Southeast, LLC 7580 Philips Hwy Jacksonville, FL 32256	4. Contact Person/Mailing Address: Derick Redding, GM (see cover letter) 3301 Benson Drive, Suite 601 Raleigh, NC 27609 Zip: _____ Email: <u>jason.zepp@gflenv.com</u>
5. Business Phone: (904) <u>731-3440</u> Business Fax: (904) <u>448-6264</u> Days & Hours of Operation: _____	6. City of Jacksonville Occupational License #: In process of applying <u>ADS</u> Expiration Date: _____ Federal ID#: <u>85-2657024</u>
7. A. Date of business organization: <u>08/14/2020</u>	B. Date of commencement of service in Duval County: <u>On or about October 1, 2020</u>

8. Type of Organization:

Corporation
 Limited Liability Company
 Association
 Firm
 Individual Proprietorship
 Joint Stock Association
 Partnership
 Other (if checked explain on reverse side)

9. Provide the requested information according to the applicant's type of organization. Provide information for all parties owning an interest. (If more space is required, please attach and label a separate sheet).

INDIVIDUAL PROPRIETORSHIP
 FIRM
 ASSOCIATION

Full Name (Last, First, Middle)	Address	Position	Social Security #	Date of Birth

RECEIVED
 SEP 23 2020
 Solid Waste Division

9. Continued

PUBLICLY-OWNED CORPORATION on a nationally recognized stock exchange. Attach the corporation's most recent Annual and Quarterly Securities and Exchange Commission 10K Report. [Parent company - see Item 9 attached]

ALL OTHER CORPORATIONS (list all the Directors, Officers, and Stockholders of the corporation and the percentage of the total stock held by each stockholder)

Full Name (Last, First, Middle)	Address	Position	Social Security #	Date of Birth	% of Stock Owned

10. If applicant is a partly or wholly-owned subsidiary of another business entity, the following information for the parent entity must be provided.

Parent Entity's Full Name: GFL Environmental, Inc.

Business Address: 100 New Park Place #500, Vaughan, ON, Canada, L4K 0H9

State of Incorporation or Organization: Ontario

Extent of Entity's Ownership in Applicant: 100%

Parent Entity's Type of Organization: corporation

If an Individual Proprietorship, for the owner provide:

If a Partnership, for each partner provide:

If a Corporation, for each director, officer, and stockholder owning 5% or more of the outstanding shares, provide:

Full Name (Last, First, Middle)	Address	Position	Social Security #	Date of Birth	% of Stock Owned
See attached excerpt from public filings reflecting officers, directors and material shareholders					

11. State applicant's experience and capability in the collection and/or transportation of solid waste.
(Label Attachment as Item #11)
12. Provide evidence that applicant has potential for a significant amount of business within the City.
(Label Attachment as Item #12)
13. Provide an insurance certification or binder meeting requirements of Section 380.608 (g).
(Label Attachment as Item #13)
14. Provide certification that applicant has never been adjudicated in default on any government contracts or bids.
(Label Attachment as Item #14)
15. Identify disposal facilities to be used by the applicant and provide evidence that each is permitted or approved by the proper Federal and State Authorities and those of the County and Municipality where such facility is located. A copy of the permit for each disposal facility must be attached. (Label Attachment as Item #15)
16. Certify whether there are no unsatisfied final money judgments against the applicant.
(Label Attachment as Item #16)
17. Certify whether the applicant has the financial resources to perform its duties and obligations as a franchise under this part. Attach most recent audited financial statements.
(Label Attachment as Item #17)
18. Provide evidence of the safety, reliability and sanitation of the applicant's proposed collection and transportation service, including containers to be placed at customer's service location, if such are to be provided by the applicant.
(Label Attachment as Item #18)
19. Section 380.608 (b) (2) (ii) of the Ordinance Code allows audit or inspection of franchisee's fiscal books and records and tax returns by City Auditors with reasonable notice. Provide the Jacksonville location of applicant's books and records.
7580 Philips Hwy, Jacksonville, FL 32256
7580 Philips H Jacksonville, FL 32256

20. Provide the description (Type & Quantity) of the equipment to be used in removal, transportation and disposal of solid waste.

Number of Vehicles which will need decals: 13

VEHICLE LIST:

YEAR	MAKE/MODEL	TYPE	TAG#	VEHICLE #	VIN	DECAL # (For Division Use Only)
	See Item 20 attached					

20. Continued

Location of equipment/vehicles to be used: 7580 Philips Hwy, Jacksonville, FL 32256

OTHER EQUIPMENT LIST:

DESCRIPTION	TYPE	QUANTITY	(For Division Use Only)

21. Description of method(s) of disposal. Include estimated number of tons per month of franchised waste applicant will be collecting.

Approximately 54,000 tons of waste will be collected and transported with front load trucks.

Location of all disposal facilities to be used:

Disposal Facility & Contact Person	Address
<u>Trail Ridge Landfill</u>	<u>5110 US Hwy 301</u>
<u>Allen Rhodes: 352 368-1890</u>	<u>Baldwin, FL 32234</u>

22. Provide an estimate of gross receipts, as defined in the ordinance, for the next 12 months.

Approximately \$1 million

**NON-RESIDENTIAL SOLID WASTE
COLLECTION & TRANSPORTATION FRANCHISE AFFIDAVIT**

23. THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

In compliance with City of Jacksonville Municipal Code, Greg Yorston,
Type or Print Name

being first duly sworn, state that I am the duly authorized representative of the applicant named below:

GFL Solid Waste Southeast, LLC

(Type or Print Name of Applicant)

submitting this application, and as such, have full authority to execute this Non-Residential Solid Waste Collection & Transportation Franchise affidavit.

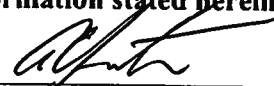
The above name Affiant understands and certifies that the named applicant will comply with the following:

- A. The Non-Residential Solid Waste Collection & Transportation Franchise is to assure that solid waste is collected in a safe manner, it is necessary to limit such collection and grant such privilege to persons or companies who demonstrate that they are capable of doing so in a manner deemed by the City to be responsible, sound and consistent with the sanitation and environmental practices and policies established by the City.**
- B. The insurance requirements in Section 380.608 (g) of the ordinance code shall not be construed as imposing on the City of Jacksonville or the Department of Public Works, or any official or employee of the City, any liability or responsibility for injury to any person or property damaged by the franchisee.**
- C. Any changes to insurance policy must be communicated in writing to the City of Jacksonville's Risk Management Division thirty (30) days prior to taking effect.**
- D. The applicant agrees to abide by all applicable rules promulgated by the Department and in accordance with all City/County, State and Federal laws.**
- E. No franchisee under this section shall materially diminish or change the quantity or type of equipment used or methodology for collection, transportation or disposal of non-residential solid waste nor the location of disposal facilities described in this application, without first reporting such changes to the Department of Public Works, Solid Waste Division.**
- F. Dispose of all waste required to be disposed of in a Class I Landfill subject to the franchise at the Trail Ridge Landfill.**
- G. Any change of information included in the application and/or any operational changes shall be reported in the first monthly report submitted after the change occurs.**
- H. Any misrepresentation of information provided in the application shall be cause for suspension or revocation of the franchise.**

- I. The franchisee shall deliver to the Department of Public Works, Solid Waste Division, a certified true and correct monthly report of gross receipts generated during the previous month from accounts within the City on or before the last day of each month along with a check made payable to the City in the amount of 17% of the franchisee's previous month's gross receipts. Gross receipts are defined as: "the entire amount of the fees (including the fair market value of bartered services) collected by the franchisee, for nonresidential solid waste collection, removal and disposal except (i) fees collected by the franchisee for the collection, transportation, sale or other disposition of exempt waste; (ii) income from equipment sales, maintenance and repair; and, (iii) state sales taxes and the franchise fee itself." By definition, the following fees are considered gross receipts: administrative, delivery, environmental, fuel, late, lease, paper invoice and rental fees. (Report Form will be provided by the Department).
- J. The franchisee shall submit annual audited financial statements in accordance with 380.608 (b) (2) (i) by an independent certified public accountant licensed to do business in the state.
- K. If the franchisee becomes insolvent or files a petition of voluntary or involuntary bankruptcy, its franchise shall terminate no later than the date of filing of the bankruptcy petition.
- L. The applicant agrees to comply with all the terms and conditions of Part 6, Chapter 380 of the Jacksonville Municipal Code.

I attest that the information stated herein is true and accurate.

BY:


(Signature of Affiant)

9-17-2020
(Date)

COO

(Type or Print Title of Affiant)

GFL Solid Waste Southeast, LLC

(Type or Print Name of Applicant)

7580 Philips Hwy, Jacksonville, FL 32256

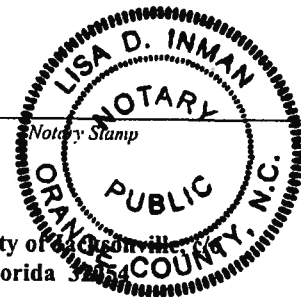
(Type or Print Address of Applicant Business)

Sworn to and subscribed before me, this 17th day of September, 2020.



NOTARY PUBLIC, State of Florida at Large NC

County of Orange



24. Attach a cashiers check in the amount of \$1,500.00 made payable to the Tax Collector, City of Jacksonville, Department of Public Works, Solid Waste Division, 1031 Superior Street, Jacksonville, Florida 32254

Non-Refundable Franchise Application Fee = \$1,500.00

The Department will notify an applicant of any deficiencies in its application; and, the applicant will then have fifteen (15) days within which to provide the requested supplemental information. If the applicant fails to provide the requested information within the time prescribed, the application will be deemed insufficient and denied without further Council action.

ITEM 9

The Applicant is a wholly-owned indirect subsidiary of GFL Environmental, Inc., which is a publicly traded company organized in Ontario, Canada. GFL Environmental, Inc. has not yet filed the US equivalent of a 10-K, so its Prospectus filed in connection with its initial public offering in March of 2020 is attached.

ITEM 10

See attached excerpt from public filings reflecting officers, directors and material shareholders.

MANAGEMENT

Executive Officers and Directors

The following table lists our executive officers and directors, their respective ages (as of the date of this prospectus), their positions and a brief account of the business experience of each of them. The business address for our executive officers and directors is c/o 100 New Park Place, Suite 500, Vaughan, ON, L4K 0H9.

<u>Name</u>	<u>Age</u>	<u>Position</u>
Patrick Dovigi Ontario, Canada	40	President, Chief Executive Officer and Chairman of our board of directors
Luke Pelosi Ontario, Canada	39	Executive Vice President and Chief Financial Officer
Greg Yorston South Carolina, United States	56	Executive Vice President and Chief Operating Officer, Solid Waste
Mindy Gilbert Ontario, Canada	47	Executive Vice President and General Counsel
Elizabeth Joy Grahek Ontario, Canada	61	Senior Vice President, Strategic Initiatives
Christian Dover Ontario, Canada	37	Area Vice President, Infrastructure & Soil Remediation
Edward Glavina Ontario, Canada	54	Area Vice President, Liquid Waste Canada
Mark Bouldin Texas, United States	60	Area Vice President, Liquid Waste U.S.
Dino Chiesa ⁽¹⁾⁽²⁾⁽³⁾⁽⁴⁾ Ontario, Canada	71	Director
Shahir Guindi ⁽¹⁾⁽³⁾ Québec, Canada	54	Director
Arun Nayar ⁽¹⁾⁽²⁾⁽³⁾ Florida, United States	69	Director
Paolo Notarnicola ⁽²⁾⁽³⁾ New York, United States	45	Director
Ven Poole North Carolina, United States	57	Director
Raymond Svider ⁽³⁾ New York, United States	57	Director
Blake Sumler ⁽³⁾ Ontario, Canada	49	Director

(1) Member of our Audit Committee.

(2) Member of our Nomination, Governance and Compensation Committee.

(3) Independent director for the purposes of National Instrument 58-101—*Disclosure of Corporate Governance Practices* (NI 58-101) of the Canadian Securities Administrator and NYSE Listing Rules. See "Management—Corporate Governance—Director Independence."

(4) Lead independent director.

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Except as otherwise indicated in the footnotes below, the address of each beneficial owner is c/o GFL Environmental Inc., 100 New Park Place, Suite 500, Vaughan, Ontario, Canada, L4K 0H9.

	Beneficially owned immediately following the Pre-Closing Capital Changes and Beneficially owned immediately prior to closing of this offering				Beneficially owned immediately following closing of this offering			
	Number of Multiple Voting Shares	Number of Subordinate Voting Shares	Percentage of Outstanding Shares	Percentage of Total Voting Rights	Number of Multiple Voting Shares	Number of Subordinate Voting Shares	Percentage of Outstanding Shares	Percentage of Total Voting Rights
Greater than 5% shareholders:								
BC Partners ⁽¹⁾⁽²⁾ Ontario Teachers ⁽³⁾⁽⁴⁾ GIC ⁽⁵⁾⁽⁶⁾ Dovigi Group ⁽⁷⁾ (8)	— — — 13,410,869	127,857,948 50,025,711 30,045,477 —	51.3% 20.1% 12.1% 5.4%	34.6% 13.5% 8.1% 36.3%	— — — 11,892,576	127,857,948 50,025,711 30,045,477 —	39.9% 15.6% 9.4% 3.7%	29.9% 11.7% 7.0% 27.8%
Directors and Named Executive Officers								
Patrick Dovigi ⁽⁷⁾ (8)	13,410,869	—	5.4%	36.3%	11,892,576	—	3.7%	27.8%
Luke Pelosi ⁽⁹⁾	—	351,374	*	*	—	351,374	*	*
Greg Yorston ⁽¹⁰⁾	—	433,756	*	*	—	433,756	*	*
Mindy Gilbert ⁽¹¹⁾	—	85,019	*	*	—	85,019	*	*
Elizabeth Joy Grahek ⁽¹²⁾	—	56,679	*	*	—	56,679	*	*
Dino Chiesa ⁽¹³⁾	—	18,893	*	*	—	18,893	*	*
Shahr Guind ⁽¹⁴⁾	—	18,917	*	*	—	18,917	*	*
Arun Nayar ⁽¹⁵⁾ Paolo Notarnicola ⁽¹⁶⁾	— —	24,417 —	*	*	— —	24,417 —	*	*
Ven Poole ⁽¹⁷⁾⁽¹⁸⁾ Raymond Svider ⁽¹⁹⁾	— —	10,717,425 —	4.3% *	2.9% *	— —	10,717,425 —	3.3% *	2.5% *
Blake Sumler ⁽²⁰⁾ All directors and executive officers as a group (12 persons)	— 13,410,869	— 11,706,480	— 9.7%	— 39.2%	— 11,892,576	— 11,706,480	— 7.0%	— 30.3%

* Less than one percent

- (1) Consists of 127,857,948 subordinate voting shares held directly by BCEFC-GFL Borrower (Cayman) LP, an affiliate of BCEFC-GFL Holdings (Guernsey) L.P. BCEFC-GFL Borrower GP (Cayman), Ltd is the general partner of BCEFC-GFL Borrower (Cayman) LP and has voting and dispositive power with respect to the subordinate voting shares held by BCEFC-GFL Borrower (Cayman) LP. The number of shares indicated in the table above excludes any shares held by GFL Borrower II (Cayman) LP over which BCEFC-GFL Borrower GP (Cayman), Ltd. may be deemed to also have shared voting and or dispositive power. See footnote (5) below. The principal business address of the entities identified herein is c/o BC Partners Advisors L.P. 650 Madison Avenue, New York, New York 10022.
- (2) All of the 127,857,948 subordinate voting shares held by BCEFC-GFL Borrower (Cayman) LP will be pledged as collateral to secure obligations under a Margin Loan. See "Underwriting (Conflicts of Interest)—Other Relationships Between Us and Certain Underwriters" for more information.
- (3) Shares are held by an entity controlled by Ontario Teachers' Pension Plan Board or its wholly owned subsidiary Ontario Teachers' Pension Plan Board has voting and dispositive power with respect to the subordinate voting shares. The principal business address of the entity identified herein is 5650 Yonge Street, Toronto, Ontario M2M 4H5.
- (4) All of the 50,025,711 subordinate voting shares held by an entity controlled by Ontario Teachers' Pension Plan Board will be pledged as collateral to secure obligations under a Margin Loan. See "Underwriting (Conflicts of Interest)—Other Relationships Between Us and Certain Underwriters" for more information.
- (5) Consists of 30,045,477 subordinate voting shares held directly by GFL Borrower II (Cayman) LP. GFL Borrower II (Cayman) LP shares the power to vote and the power to dispose of these shares with GFL Special Investment, Pte Ltd ("GIC SIF") and GIC Private Limited ("GIC PL") both of which are private limited companies incorporated in Singapore. GIC SIF is wholly owned by GIC PL and is the private equity investment arm of GIC PL. GIC PL is wholly owned by the Government of Singapore and was set up with the sole purpose of managing Singapore's foreign reserves. The Government of Singapore disclaims beneficial ownership of these shares. The business address for GFL Borrower II (Cayman) LP is 168 Robinson Road, #37-01 Capital Tower, Singapore 068912. The number of shares indicated in the table above includes shares held by GFL Borrower II (Cayman) LP over which BCEFC-GFL Borrower GP (Cayman), Ltd. may also be deemed to have shared voting and or dispositive power. See footnote (1) above.
- (6) All of the 30,045,477 subordinate voting shares held by GFL Borrower II (Cayman) LP will be pledged as collateral to secure obligations under a Margin Loan. See "Underwriting (Conflicts of Interest)—Other Relationships Between Us and Certain Underwriters" for more information.

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- (7) Consists of no subordinate voting shares and 11,892,576 multiple voting shares held directly by the Dovigi Group. The Permitted Holders (as defined in "Description of Share Capital") may be deemed to exercise voting and dispositive power with respect to the subordinate voting shares and multiple voting shares held by the Dovigi Group.
- (8) All of the 11,892,576 multiple voting shares will be pledged as collateral to secure obligations under a Margin Loan. See "Underwriting (Conflicts of Interest)—Other Relationships Between Us and Certain Underwriters" for more information.
- (9) Represents 351,374 Legacy Option Shares.
- (10) Represents 433,756 subordinate voting shares held of record (including 311,498 Legacy Option Shares)
- (11) Represents 85,019 Legacy Option Shares.
- (12) Represents 56,679 Legacy Option Shares
- (13) Represents 18,893 Legacy Option Shares.
- (14) Represents 18,917 Legacy Option Shares.
- (15) Represents 24,417 Legacy Option Shares.
- (16) Mr. Notarnicola is a partner at BC Partners and disclaims beneficial ownership of the subordinate voting shares held by BCEC-GFL Borrower (Cayman) LP.
- (17) Represents 10,717,425 subordinate voting shares held of record (including 24,417 Legacy Option Shares)
- (18) 10,717,425 subordinate voting shares will be pledged as collateral to secure obligations under a Margin Loan. See "Underwriting (Conflicts of Interest)—Other Relationships Between Us and Certain Underwriters" for more information
- (19) Mr. Svider is a partner at BC Partners and disclaims beneficial ownership of the subordinate voting shares held by BCEC-GFL Borrower (Cayman) LP
- (20) Mr. Sunler is a Managing Director at Ontario Teachers' Pension Plan Board and disclaims beneficial ownership of the subordinate voting shares held by Ontario Teachers' Pension Plan Board.

ITEM 11

Applicant's Experience and capability in the collection and/or transportation of solid waste.

GFL is the fourth largest diversified environmental services company in North America, providing a comprehensive line of non-hazardous solid waste management, infrastructure & soil remediation and liquid waste management services through its platform of facilities throughout Canada and in 23 states in the United States. Across its organization, GFL has a workforce of more than 13,000 employees and provides its broad range of environmental services to more than 135,000 commercial and industrial customers and its solid waste collection services to more than 4 million households.

ITEM 12

Evidence that Applicant has potential for a significant amount of business within the City

On or about September 11, 2020, the Applicant will be acquiring existing customer routes from Advanced Disposal Services and/or Waste Management, including a branch location at 7580 Philips Hwy in Jacksonville.

ITEM 13

Insurance Certificate meeting the requirements of Section 380.608(g)

See attached.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/8/2020

APPROVED

By Itzel Ehrman at 11:07 am, Nov 03, 2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT EXTEND, ALTER OR CHANGE THE COVERAGE AFFORDED BY THE POLICIES IT REFERS TO. THIS CERTIFICATE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NFP Property & Casualty Services (Primary Casualty) 45 Executive Drive, Plainview, NY 11803 Purves redmond limited*, 70 University Ave, S#400, Toronto ON M5J 2M4		CONTACT NAME: RISK MANAGEMENT PHONE (A/C, No, Ext): 516-327-2700 E-MAIL ADDRESS: RiskCerts@nfp.com FAX (A/C, No): 516-327-2800	
INSURED GFL Environmental Holdings (US) Inc and it's subsidiaries 26999 Central Park Blvd, Suite 200 Southfield MI 48076		INSURER(S) AFFORDING COVERAGE INSURER A: ACE American Insurance Company INSURER B: National Union Fire Insurance Company of Pittsburg INSURER C: XL Specialty Insurance Company INSURER D: INSURER E: INSURER F:	
		NAIC # 22667 19445 37885	

COVERAGES

CERTIFICATE NUMBER: 960090138

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	HDOG71236353	4/1/2020	4/1/2021	EACH OCCURRENCE \$ 4,400,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 4,400,000 GENERAL AGGREGATE \$ 20,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 Designated Loc Agg \$ 4,400,000 COMBINED SINGLE LIMIT (Ea accident) \$ 4,400,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY	Y	Y	ISAH2530133A	4/1/2020	4/1/2021	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	CA00010960L120A*	4/1/2020	4/1/2021	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 Limits shown in CNDS \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	WLRC66927842 SCFC6692788A (WI)	4/1/2020 4/1/2020	4/1/2021 4/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000
B	Equipment Including Leased/Rented			7535043 / ITN111032	7/1/2020	7/1/2021	Limit Per Occurrence SELF INSURED

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Named Insured: GFL Solid Waste Southeast, LLC
 City of Jacksonville, its members, officials, officers, employees and agents are included as an additional insured in accordance with the policy provisions of the General Liability and Automobile Liability Policy as required by written contract. Umbrella/Excess follows form over General Liability, Auto Liability and Employers Liability except in the case that there is a contradictory provision in the Umbrella Policy. General Liability and Automobile Liability Policy evidenced herein is Primary & Non-Contributory to the other insurance available to the additional insureds, but only in accordance with the Policy Provisions. Waiver of Subrogation in favor of the additional insured(s) as allowed by law, as respects General Liability, Workers' Compensation/Employers Liability and Auto Liability in accordance with the policy provisions as required by written contract. Cancellation shall be provided in accordance with policy terms and conditions; endorsement attached.

CERTIFICATE HOLDER**CANCELLATION**
 City of Jacksonville
 117 W Duval Street, Suite 335
 Jacksonville FL 32202

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Matt Thull



GLENVI-01

DANIELLEWEBSTER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/3/2020

APPROVED

By Itzel Ehrman at 11:08 am Nov 03, 2020

ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

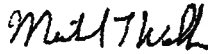
PRODUCER NFP Property & Casualty Services, Inc. 45 Executive Drive Plainview, NY 11803		CONTACT NAME: PHONE (A/C, No, Ext): (516) 327-2700 FAX (A/C, No): E-MAIL ADDRESS:	
INSURED GFL Solid Waste Southeast, LLC c/o GFL Environmental USA, Inc. 26999 Central Park Blvd, Suite 200 Southfield, MI 48076		INSURER(S) AFFORDING COVERAGE INSURER A : Ironshore Specialty Insurance Company NAIC # 25445 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N/A						PER STATUTE OTH-ER	\$
A	Contractor Pollution	X	X	004452100	10/30/2020	10/30/2022	Each Incident	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Jacksonville, its members, officials, officers, employees and agents are included as an additional insured in accordance with the policy provisions of the Pollution Liability policy as required by written contract. Pollution Liability Policy evidenced herein is Primary & Non-Contributory to the other insurance available to the additional insureds, but only in accordance with the Policy Provisions. Waiver of Subrogation in favor of the additional insured(s) as allowed by law, as respects Pollution Liability Liability in accordance with the policy provisions as required by written contract. 30 day Notice of Cancellation to the City of Jacksonville applies.

CERTIFICATE HOLDER City of Jacksonville 117 W Duval Street, Suite 335 Jacksonville, FL 32202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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WC NOC

Workers' Compensation and Employers' Liability Policy

Named Insured GFL ENVIRONMENTAL HOLDINGS (US), INC. 26999 CENTRAL PARK BLVD SUITE 200 SOUTHFIELD MI 48076	Endorsement Number
	Policy Number Symbol: WLR Number: C66927842
Policy Period 04-01-2020 TO 04-01-2021	Effective Date of Endorsement 04-01-2020
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

- A. If we cancel this Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.
- B. The Schedule must be initially provided to us within 15 days after:
 - i. The beginning of the Policy period, if this endorsement is effective as of such date; or
 - ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.
- C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.
- D. Our delivery of the notification as described in Paragraph A. of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.
- E. We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
- F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- H. We may arrange with your representative to send such notice in the event of any such cancellation.
- I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- J. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.

This Endorsement is not applicable in the states of AZ, FL, ID, ME, NC, NJ, NM, TX and WI.



Authorized Representative

Automobile NOC

**NOTICE TO OTHERS ENDORSEMENT – SCHEDULE
NOTICE BY INSURED'S REPRESENTATIVE**

Named Insured GFL Environmental Holdings (US), Inc.			Endorsement Number 13
Policy Symbol ISA	Policy Number H2530133A	Policy Period 04/01/2020 TO 04/01/2021	Effective Date of Endorsement 4/1/2020
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- A. If we cancel this Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out in this endorsement, to send written notice of cancellation, to the persons or organizations listed in the schedule that you or your representative create or maintain (the "Schedule") by allowing your representative to send such notice to such persons or organizations. This notice will be **in addition** to our notice to you or the first Named Insured, and any other party whom we are required to notify by statute and in accordance with the cancellation provisions of the Policy.
- B. The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). The failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- C. We are not responsible for verifying any information in any Schedule, nor are we responsible for any incorrect information that you or your representative may use.
- D. We will only be responsible for sending such notice to your representative, and your representative will in turn send the notice to the persons or organizations listed in the Schedule at least 30 days prior to the cancellation date applicable to the Policy. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- E. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

**ADDITIONAL INSURED –
DESIGNATED PERSONS OR ORGANIZATIONS**

Named Insured GFL Environmental Holdings (US), Inc.			Endorsement Number 3
Policy Symbol ISA	Policy Number H2530133A	Policy Period 04/01/2020 TO 04/01/2021	Effective Date of Endorsement 4/1/2020
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM**
- AUTO DEALERS COVERAGE FORM**
- MOTOR CARRIER COVERAGE FORM**
- EXCESS BUSINESS AUTO COVERAGE FORM**

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

- A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
 - 1. You.
 - 2. Any of your "employees" or agents.
 - 3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.

Matt Thell

Authorized Representative

POLICY NUMBER: ISAH2530133A

Endorsement Number: 3¹

**COMMERCIAL AUTO
CA 04 49 11 16**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY -
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance — Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: GFL Environmental Holdings (US), Inc. Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s): Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

Named Insured GFL Environmental Holdings (US), Inc.			Endorsement Number 20
Policy Symbol HDO	Policy Number G71236353	Policy Period 04/01/2020 TO 04/01/2021	Effective Date of Endorsement 4/1/2020
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- A. If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.
- B. The Schedule must be initially provided to us within 15 days after:
 - i. The beginning of the Policy period, if this endorsement is effective as of such date; or
 - ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.
- C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.
- D. Our delivery of the notification as described in Paragraph A. of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.
- E. We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
- F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- H. We may arrange with your representative to send such notice in the event of any such cancellation.
- I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- J. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of the Policy remain unchanged.



Authorized Representative

NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSURED

Named Insured GFL Environmental Holdings (US), Inc.			Endorsement Number 19
Policy Symbol HDO	Policy Number G71236353	Policy Period 04/01/2020 to 04/01/2021	Effective Date of Endorsement 4/1/2020
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**COMMERCIAL GENERAL LIABILITY COVERAGE****Schedule****Organization**

Any additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss.

Additional Insured Endorsement

CG 2026 (12/19)

(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to Section IV.4.a:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the Additional Insured.



Authorized Agent

WOS WC

Workers' Compensation and Employers' Liability Policy

Named Insured GFL ENVIRONMENTAL HOLDINGS (US), INC. 26999 CENTRAL PARK BLVD SUITE 200 SOUTHFIELD MI 48076	Endorsement Number
	Policy Number Symbol: WLR Number: C66927842
Policy Period 04-01-2020 TO 04-01-2021	Effective Date of Endorsement 04-01-2020
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.

This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



Authorized Agent

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s): Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

ITEM 14

GFL Solid Waste Southeast, LLC has never been adjudicated in default on any government contracts or bids.

ITEM 15

Disposal facilities

Trail Ridge Class I Landfill
5110 US Highway 301
Baldwin, FL 32234

See permit attached.

ITEM 16

There are no unsatisfied final money judgments against GFL Solid Waste Southeast, LLC.

ITEM 17

GFL Solid Waste Southeast, LLC has the financial resources to perform its duties and obligations as a franchisee under this part.

See financial statements included with the Prospectus under Item 9.

ITEM 18

GFL HEALTH AND SAFETY

OUR CONTRIBUTION

The contribution of Environmental Health and Safety in GFL is to create a safe operational culture based on leadership which utilizes coaching, training and technology, to identify opportunities that influence performance results. All dedicated to the concept that we will not harm the earth, hurt anyone or hit anything. Actively protecting life and property while stabilizing our place as an environmental steward and community leader.

PROGRAM HIGHLIGHTS

Below are summaries of selected program highlights.

Established Training – Onboarding involves new hire and ongoing training, effectively assigned in both classroom format and on-line through Safety Sync and Flex programs. The online method is effective but adding real world verification and OJT improves reliability and retention.

Monthly leading indicators i.e., safety meetings, inspections and observational assessments: training involves daily launch, weekly tool box talks and monthly industry subjects. Flex uses handheld devices to generate and store all safety related data in Canadian while CAN (Computerized Access Network) is the primary driver of safety systems in the US. Committees are involved in inspections and investigation review. Driver observations are two per driver per quarter.

Statistics and Reports: GFL TRIR and LTI are tracked using standard dashboards. Monday to Date Incident counts are distributed weekly to ensure we react quickly to trends. Data is also distributed monthly in Board Level Reporting. Incident reporting can utilize mobile devices and transitioned to the Flex system as the investigations progress.

- Vehicle Monitoring: Currently utilizing Lytx event camera's in a third of the fleet, with Geotab, (no visual) providing GPS, and speed monitoring in another third. Upgrading to 3rd generation DriveCam devices with additional viewing abilities and Machine Vision (cab recognition) A "Coaching" environment established.
- Bi-Weekly Calls and communications: GFL Safety Calls are bi-weekly between the safety teams and regions. Subjects are pre-selected and lead by Region VP's in coordination with EHS. A company-wide call is held quarterly to openly discuss operational safety performance.
- Reviewing published illness and injury data from Bureau of Labor and Statistics (BLS), industry ratios have slightly improved throughout the sector. Although we've fallen short of our internal goal, the resulting TRIR is still below the levels of NAICS 56211 & 562212: waste collection – 5.0; solid waste collection – 5.1; solid waste landfills – 5.3

GFL EHS TEAM

EHS consist of eighteen (18) members with the core group (5) in corporate safety services. The safety services group works in a backroom capacity providing assistance in all universal applications. These include:

- Managing WSIB for 30+ GFL Solid Waste, Infrastructure & Liquid Ontario;
- Monitoring policies/procedures, training & evaluation processes for GFL's HSMS.
- Auditing Workwell and assist COR compliance, report findings to WSIB and IHSA
- Develop H&S statistics and trending including costs for local, region and Shareholder Reports

- Standardize and develop and manage training, initiatives, policies/procedures, newsletters and/bulletins
- Supervise 3rd party qualification websites, i.e. ISN, Comply works, Browz, Contractor Check etc.
- Data entry on incident tracking systems; create PO's and complete payment on all safety related items
- Complete and coordinate COI requests for Solid Central, East and Michigan and Infrastructure

SAFETY INITIATIVES

Initiatives don't change each year; we improve on failures and refresh the approach. Our primary initiative is to double down on daily countermeasures like seatbelts, observations and coaching; increase our use of technology; and maximizing our business partnerships through professional organizations, customer focus and industry peers. We continue to increase the amount and quality of our contact with employees. It's about people not statistics.

The cultural connection we build is based on daily communications and repairing ALL system failures.

- **Review and Repair Cultural Disconnects** – create greater opportunities for synergies between East, Central, West and US, as well as Ops and EHS, are a part of continuous improvement in an already strong safety structure. Utilizing corporate safety services and having standardized and consistent training, reporting procedures, policies, auditing and analysis, across our entire footprint, magnifies the message.
- **Identify, Train and Manage by Exception** – Increase the frequency of viewing data so we are more reactive (identifying trends in their early stages). Viewing on a scheduled basis; weekly, monthly and quarterly; raises awareness and a competitive spirit. It also gives us the opportunity to focus on the repeat or poorer performers early enough to reduce the risk.
- **FLC Safety Training** – front line supervision is essential to setting compliance with baseline countermeasures. Having open discussions on policy, intent, training methods and solicitation of feedback, improves decision-making. Making it in smaller more casual groups will hopefully bring some different insight.
- **Executive Level Participation** – We require a 24 hour lost time email notification; immediate calls on catastrophic cases; re-focus on DriveCam coaching effectiveness/Top 20 Riskiest Driver); spotlight the Monthly Mendoza Line and Quarterly Board Reporting.
- **Early Injury Intervention** – Area Director/Managers are notified immediately of all injuries to ensure proper classification of claims (new/aggravation/denial) and ultimately decrease recordable and lost times. Email notification will continue with the appropriate notifications within 2 minutes.
- **Training** - All written training, will continue to be housed in and upgraded to Flex, the data will be downloaded and placed in that system for retention. Safety meetings are scheduled for the same week/day each month. Additional training comes in the form of:
 - **ASTC** – Monthly compliance training provided online including OSHA and DOT annual subjects.
 - **Coaching the Refuse Truck Driver Courses** will be scheduled in each region at least once, per quarter.
- **Auditing** – The facility audit function will continue to utilize the tablet based program called iAuditor as well as the newly revised Flex audit program.
- **Consolidation of EHS Services** – Concorde has been enlisted to manage all aspects of Driver Compliance throughout the entire company.

Our never-ending mission is to operate efficiently through attention to details at all levels, while protecting our people, our equipment, our financial resources and our environment. The cycle of safety is infinite and part of everyday life. TRADITION. SAFETY.SERVICE. It's the center of who we are and what we do!

ITEM 20

Vehicle List

Year	Chassis Make	Chassis Model	Truck Type (REL,FEL,Pickup, etc.)	Tag#	GFL Unit#	VIN
2009	Mack	MRU613	Front End Loader	LALJ22	192080	1M2AV02C39M003425
2015	Peterbilt	320	Front End Loader	N7378U	152524	3BPZLJ0X3GF100509
2016	Mack		Front End Loader	N8135X	162563	1M2AV04C6GM014610
2007	Mack	MR688S	Front End Loader	N8297U	172094	1M2K189CX7M038366
2010	Mack	MRU613	Front End Loader	N8302U	102579	1M2AV02C3AM005213
2017	Peterbilt	520	Front End Loader	N8560W	172529	3BPDLK0X2JF185348
2012	Mack		Front End Loader	N8601W	122578	1M2AV02C3CM009135
2013	Mack	MRU613	Front End Loader	N8651W	132582	1M2AV02C4DM010358
2019	Peterbilt	520	Front End Loader	P7330C	192616	3BPDL70X1KF161900
2019	Peterbilt	520	Front End Loader	P7339C	192564	3BPDL70X2KF105352
2019	Peterbilt	520	Front End Loader	P8011B	192509	3BPDLK0X8LF106977
2019	Autocar		Front End Loader		800526	5VCACLCE0KC228718
2019	Autocar		Front End Loader		800580	5VCACLCE0KC229965

Duval County, City Of Jacksonville
Jim Overton , Tax Collector
231 E. Forsyth Street
Jacksonville, FL 32202

General Collection Receipt

Account No: CR562664
User: Stroughter, Janet
SWD Franchise Fees

Date: 9/23/2020
Email: JanetES@coj.net

Name: GFL Environmental Inc.
Address: 3301 Benson Dr. #601 Raleigh, NC 27609
Description: F.F Application chk#0000032265 \$1500.00

TranCode	IndexCode	SubObject	GLAcct	SubsidNo	UserCode	Project	ProjectDtl	Grant	GrantDtl	DocNo	Amount
701	PWSW441DO	32370									1500.00

Control Number: 342206 | Paid Date: 9/24/2020

Total Due: \$1,500.00

Jim Overton , Tax Collector
General Collections Receipt
City of Jacksonville, Duval County

Account No: CR562664SWD Franchise Fees
Name: GFL Environmental Inc.
Address: 3301 Benson Dr. #601 Raleigh, NC 27609
Description: F.F Application chk#0000032265 \$1500.00

Date: 9/23/2020

Total Due: \$1,500.00

GFL Environmental Inc

Check No. - 0000032265

Check Date - 09/22/2020

INVOICE NO.	DATE	DESCRIPTION	GROSS	DEDUCTIONS	AMOUNT PAID
CHK0920	09/21/2020	License/Permits	\$1,500.00	\$0.00	\$1,500.00

U.S. Pat. no 6,095,407

RECEIVED

SEP 23 2020

Solid Waste Division

TOTALS:	\$1,500.00	\$0.00	\$1,500.00
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THIS DOCUMENT HAS A VOID PANTOGRAPH, MICROPRINTING AND AN ARTIFICIAL WATERMARK. 



GFL Environmental Inc
3301 Benson Dr. # 601
Raleigh, NC 27609

Bank Of America
66-798/531 NC

09/22/20	0000032265
DATE	CHECK NO.

CITJAC05

AMOUNT
\$1,500.00

Pay

One Thousand Five Hundred Dollars And 00 Cents

Pay to the order of **TAX COLLECTOR, CITY OF JACKSONVILLE**

**1031 SUPERIOR ST
JACKSONVILLE, FL 32254**

AMOUNTS OVER 10,000 REQUIRE 2 SIGNATURES
Void after 60 days

⑈0000032265⑈ ⑆053107989⑆ 002210114661⑈