

CORPORATION OF THE TOWN OF RENFREW  
BY-LAW NO. 42-2020

Being a by-law to authorize the Mayor and Clerk to execute a Contract for Recyclable Material Collection Services with Topps Environmental Solutions (803836 Ontario Inc.) for the provision of recycling collection services.

WHEREAS Section 11 of the Municipal Act, 2001, empowers the Corporation of the Town of Renfrew to pass by-taws and to enter into agreements respecting matters within the waste management sphere of jurisdiction; and

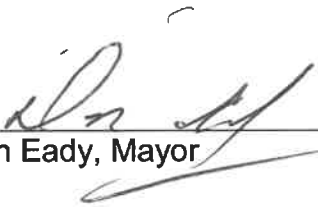
WHEREAS the Council of the Corporation of the Town of Renfrew deems it advisable and in the public interest to enter into a Contract with Topps Environmental Solutions (803836 Ontario Inc.) for the provision of recycling collection services.

NOW THEREFORE the Council of the Corporation of the Town of Renfrew enacts as follows:

- 1) THAT the Council of the Corporation of the Town of Renfrew approve of the awarding of the contract from Topps Environmental Solutions (803836 Ontario Inc.) for the provision of recycling collection services, appended as Appendix "A" of this by-law.
- 2) THAT the Mayor and Clerk be and are hereby authorized, on behalf of the Corporation of the Town of Renfrew, to execute a contract with Topps Environmental Solutions (803836 Ontario Inc.) for the provision of recycling collection services for a three year period with an option to extend for two additional one-year terms.
- 3) THAT the Mayor and Clerk be empowered to do and execute all things, papers and documents necessary to the execution of the said agreement.
- 4) THAT this By-Law shall come into force and take effect immediately upon the passage thereof.

Read a first and second time this 23<sup>rd</sup> day of June, 2020.

Read a third and final time this 23<sup>rd</sup> day of June, 2020.

  
\_\_\_\_\_  
Don Eady, Mayor

  
\_\_\_\_\_  
Kim R. Bulmer, Clerk

**SECTION 8.0 - FORM OF AGREEMENT – RECYCLING**

**TOWN OF RENFREW**

This Agreement made on this 17 day of July, 2020

Between The Corporation of the Town of Renfrew

Hereinafter called the 'Municipality'  
The Party of the First Part

And

803836 OWT INC/Top of the  
Town of Carleton Place in the  
County of Lennox, Province of Ontario

Hereinafter called the 'Contractor'  
The Party of the Second Part

Now, witnesseth,

That the Municipality and the Contractor in consideration of the fulfillment of their respective promises and obligations herein set forth, covenant and agree with each other as follows:

- 1) The following documents, together with this Form of Agreement, constitute the Contract:
  - a) Section 1 - Information for Bidders
  - b) Section 2 - Standard Terms & Conditions
  - c) Section 3 - Recycling Specifications - All Municipalities
  - d) Section 6 - Recycling Specifications - Renfrew
  - e) Section 7 - Form of Tender - Recycling
  - f) Section 9 - Attachments
  - g) All addenda issued prior to Bid Closing
- 2) The Contractor undertakes and agrees to provide all necessary labour, equipment, materials and supervision, unless otherwise indicated, together with all work incidental thereto to perform all Work described in the Contract.
- 3) The Contractor agrees that any monies due the Corporation as a result of non-completion in liquidated damages may be deducted from any monies due the Contractor on any account whatsoever.

**SECTION 8.0 - FORM OF AGREEMENT – RECYCLING**

IN CONSIDERATION WHEREOF, Said party of the second part agrees to pay the Contractor for all work done, based on the unit prices of the Tender and subject to additions, deductions as provided for in the Contract.

- 4) The Contractor and the Municipality for themselves, their successors, administrators and permitted assigns undertake and agree to the full performance of their respective obligations under the Contract.
- 5) This Contract may not be assigned by any Party without the express written consent of the other Party.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written or cause their corporate seals to be affixed, attested by the signature of their proper officers, as the case may be.


Contractor:

  
SB  
\_\_\_\_\_  
Contractor Corporate Seal or Signature of Witness

  
\_\_\_\_\_  
Signature of Authorized Signing Officer

Municipality:

\_\_\_\_\_  
Corporate Seal

  
\_\_\_\_\_  
Signature of Authorized Signing Officer  
Don Brady, Mayor  
  
\_\_\_\_\_  
Signature of Authorized Signing Officer  
Kim R. Bulmer, Clerk

# CERTIFICATE OF INSURANCE

<b>CERTIFICATE HOLDER</b> <b>To Town of Renfrew</b> , 127 Raglan St South, Renfrew, ON., K7V 1P8	<b>BROKER</b> <b>McDougall Insurance Brokers Ltd.</b> 166 Daniel Street, North, Arnprior, Ontario K7S 2L3
<b>INSURED</b> <b>TOPPS Environmental Solutions</b> <b>o/a 803836 Ontario Inc.</b> 1165 9 Line Carleton Place, ON K7C 3P2	<b>INSURER</b> COMPANY A: Economical Mutual COMPANY B: Aviva COMPANY C: Premier Canada COMPANY D: COMPANY E:

**COVERAGES:**

This is to certify that the policies of insurance listed below have been issued to the insured named above and are in force at this date.


CO	TYPE OF POLICY	POLICY NUMBER	EXPIRY DATE (YYYY MM DD)	LIMIT OF LIABILITY
A	<input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occurrence <input checked="" type="checkbox"/> Products / Completed Operations <input checked="" type="checkbox"/> Employers Liability <input checked="" type="checkbox"/> Non-Owned Automobile <input checked="" type="checkbox"/> Contractual Liability <input type="checkbox"/> <input type="checkbox"/>	040096093	2021/ 05 /26	ALL LIMITS ARE IN CDN \$'s \$ 5,000,000 Aggregate Limit \$ 5,000,000 Each Occurrence Limit \$ 5,000,000 Personal Injury Limit \$ 250,000 Tenants Legal Liability (Any One Premises) \$ 25,000 Medical Expense Limit (Any One Person) \$ 5,000,000 Non-Owned Automobile
	<input type="checkbox"/> Peril: Broad Form Valuation: Replacement Cost (Stock - Actual Cash Value) Co-Insurance: Stated Amount			\$ \$ Deductible
B	<input type="checkbox"/> All Owned Vehicles <input type="checkbox"/> All Leased Vehicles <input type="checkbox"/> Specified Vehicles Only <input checked="" type="checkbox"/> DESCRIBED AUTOS <input type="checkbox"/>	6741254665	2021/05/26	\$5,000,000.00 Bodily Injury and Property Damage
C	<input type="checkbox"/> Umbrella Form <input checked="" type="checkbox"/> Contractors Pollution Liability	CP10121-01	2021/03/23	\$5,000,000.00 Each Occurrence

Description of operations / locations / vehicles/ other: Waste Management

Re: Waste Tendercase

**Proof of Insurance**

The insurance afforded is subject to the terms, conditions and exclusions of the applicable policy. This certificate is issued as a matter of information only and confers no rights on the holder and imposes no liability on the Insurer. This certificate does not amend, extend or alter the coverage afforded by the policies above.



per \_\_\_\_\_  
 Tara Dorken – Commercial Account Manager

July 13, 2020

We confirm that the business(es) listed below are active and in good standing with us.  
Nous confirmons que la ou les entreprises énumérées ci-dessous sont actives et que leurs comptes sont en règle.

Contractor legal or trade name / Raison sociale ou appellation commerciale de l'entrepreneur	Contractor address / Adresse de l'entrepreneur	Contractor NAICS Code and Code Description / Code du SCIAN de l'entrepreneur et description	Clearance certificate number / Numéro du certificat de décharge	Validity period (dd-mm-yy) / Période de validité (jj- mimm-aaaa)
803836 ONTARIO INC / TOPPS TOPSOIL	PO BOX 141 STN MAIN, CARLETON PLACE, ON, K7C3P3, CA	238910: Site preparation contractors 562110: Waste collection	A0000GVTKT	20-May-2020 to 19-Aug-2020

Under Section 141 of the *Workplace Safety and Insurance Act*, the WSIB waives our right to hold the principal (the business that has entered into a contractual agreement with the contractor/subcontractor) liable for any unpaid premiums and other amounts the contractor may owe us for the validity period specified. Aux termes de l'article 141 de la *Loi sur la sécurité professionnelle et l'assurance contre les accidents du travail*, la WSIB renonce à son droit de tenir l'entrepreneur principal (l'entreprise qui a conclu une entente contractuelle avec l'entrepreneur ou le sous-traitant) responsable de toute prime impayée et autre montant que l'entrepreneur pourrait lui devoir pour la période de validité indiquée.

WSIB Head Office: 200 Front Street West  
Toronto, Ontario, Canada M5V 3J1

Siège social : 200, rue Front Ouest  
Toronto (Ontario) Canada M5V 3J1

1-800-387-0750 | TTY/ATS 1-800-387-0050  
employeraccounts@wsib.on.ca | wsib.ca