

CORPORATION OF THE TOWN OF RENFREW
BY-LAW NO. 52-2019

Being a by-law to authorize the Mayor and Clerk to execute a Full and Final Release regarding Performance Bond No. TCS0371160 by Trisura Guarantee Insurance Company.

WHEREAS Sections 8 (1) and 9 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, provide that the powers of a municipality under this or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues and has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act; and

WHEREAS the Trisura Guarantee Insurance Company has accepted liability for payment of a penal sum in connection with the non-performance of a contract dated May 2, 2017 entered into between Beaumen Waste Management Systems Ltd. and the Town of Renfrew for recyclable material collection and services; and

WHEREAS the Council of the Corporation of the Town of Renfrew deems it desirable and expedient to authorize the execution of a Full and Final Release to facilitate the payment of the aforementioned penal sum.

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


- 1) THAT the Mayor and Clerk be authorized to execute the Full and Final Release, marked as Schedule "A", attached hereto and made part of this by-law, which shall constitute an agreement between the Corporation of the Town of Renfrew and the Trisura Guarantee Insurance Company.
- 2) THAT the Mayor and Clerk are hereby empowered to do and execute all things, papers and documents necessary to the execution of this by-law.
- 3) THAT this By-Law shall come into force and take effect immediately upon the passage thereof.

Read a first and second time this 10th day of September, 2019.

Read a third and final time this 10th day of September, 2019.



Don Eady, Mayor



Kim R. Bulmer, Clerk

FULL AND FINAL RELEASE

IN CONSIDERATION of the payment of the sum of EIGHTY-EIGHT THOUSAND FOUR HUNDRED AND FIFTY-ONE DOLLARS and TWO CENTS (\$88,451.02), which represents the Penal Sum of the Performance Bond No. TCS0371160 dated May 18, 2017 (the "Bond"), by TRISURA GUARANTEE INSURANCE COMPANY ("Trisura") to THE CORPORATION OF THE TOWN OF RENFREW (the "Town"), and of the full and final settlement of the Claims, as referred to below and other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the Town, its board of directors, agents, insurers, executors, administrators and assigns, as the case may be (the "Releasor"), does hereby release, remise and forever discharge Trisura and its officers, directors, shareholders, agents, executors, administrators, successors, assigns, subsidiaries, affiliates, employees, servants and insurers (collectively, the "Releasees"), as the case may be, from any and all actions, causes of actions, claims, suits, debts, proceedings, duties, covenants (whether implied or express), contracts, agreements, claims against the Bond, demands, damages, sums of money, grievances, executions, rights, obligations and liabilities of every kind and nature whatsoever, whether in law or in equity, which heretofore may have been or may hereafter be sustained by them in consequence of or in any way arising from, incidental to, or in connection with the contract dated May 2, 2017 entered into between BEAUMEN WASTE MANAGEMENT SYSTEMS LTD. and the Town for Recyclable Material Collection and Services and without limiting the generality of the foregoing, all claims asserted or which could have been asserted by the Releasor under the Bond (collectively, the "Claims").

AND FOR THE SAID CONSIDERATION the Releasor hereby represents and warrants that it has not assigned to any person, firm or corporation any of the actions, causes of action, claims, including claims against the Bond, debts, suits or demands of any nature or kind which it has released by this Full and Final Release and has the full right and authority to release the matters released herein.

AND FOR THE SAID CONSIDERATION the Releasor undertakes and agrees not to take any steps or initiate any proceedings against any person, partnership, corporation or other such entity which might be entitled to claim contribution, indemnity or other relief over against the

Releasees, under the provisions of any statute or otherwise, with respect to any of the matters which the Releasor releases by this Release or with respect to which the Releasor agrees herein not to make any claim or take any proceedings. It is further agreed and understood that if the Releasor commences such an action, or take such proceedings, and any of the Releasees are added to such proceedings in any manner whatsoever, whether justified in law or not, the Releasor will immediately dismiss the proceedings and/or claims, and the Releasor, commencing such proceedings and/or claims, will be liable to the Releasees for the legal costs incurred in any such proceeding, on a substantial indemnity scale.


IT IS FURTHER AGREED AND UNDERSTOOD that this Full and Final Release will operate conclusively as an estoppel in the event of any claim, action, complaint or proceeding which might be brought in the future by the Releasor with respect to the matters covered by this Full and Final Release. This Full and Final Release may be pleaded in the event of any such claim, action, complaint or proceeding is brought, as a complete defence and reply, and may be relied upon in any proceeding to dismiss the claim, action, complaint or proceeding on a summary basis, and no objection will be raised by the Releasor in any subsequent action that the other parties in the subsequent action were not privy to the formation of this Release.

AND IT IS HEREBY DECLARED that the terms of this Release are fully understood, that the consideration stated herein is the sole consideration for this Release, and that the said payment, or promise of payment, is accepted voluntarily for the purpose of making full and final compromise in settlement of all claims, potential claims and proceedings against the Releasees now or hereafter brought, for damages, loss or injury resulting from the matters set forth above.

THIS RELEASE may be executed either in original, PDF and/or faxed form and any signature received by way of a faxed transmission or PDF or a photocopy of such faxed or PDF transmission, shall be deemed to constitute the original signature of such party to this Full and Final Release.

IN WITNESS WHEREOF the undersigned has hereunto set its hand this 10TH day of SEPTEMBER, 2019.

THE CORPORATION OF THE TOWN OF RENFREW

Per: 
Print Name: DON EADY, Mayor

Per: 
Print Name: Kim R. Bummer, Clerk

I/We have the authority to bind the Corporation
