

CORPORATION OF THE TOWN OF RENFREW
BY-LAW NO. 75-2020

Being a by-law to authorize the Mayor and Clerk to execute an agreement with 1499545 Ontario Inc. o/a Northern Bulk Logistics for the grinding of construction, demolition, wood, shingles, mattresses and other waste at the Renfrew Landfill Site.

WHEREAS under Section 11 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, the Corporation of the Town of Renfrew has the authority to pass by-laws to enter into agreements; and

WHEREAS public tenders were requested for the grinding of construction, demolition, wood, shingles, mattresses and other waste at the Renfrew Landfill Site; and

WHEREAS the tender submitted by 1499545 Ontario Inc. o/a Northern Bulk Logistics is recommended for adoption by staff of the Development & Works Department.

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

1. **THAT** the Council of the Corporation of the Town of Renfrew accept the proposal from 1499545 Ontario Inc. o/a Northern Bulk Logistics for the grinding of construction, demolition, wood, shingles, mattresses and other waste at the Renfrew Landfill Site.
2. **THAT** the Mayor and Clerk be and hereby authorized on behalf of the Corporation of the Town of Renfrew to execute an agreement with 1499545 Ontario Inc. o/a Northern Bulk Logistics which shall be attached hereto as Schedule "A" and form part of this By-Law as if fully recited herein.
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 27th day of October, 2020.

Read a third time and finally passed this 27th day of October, 2020.



Don Eady, Mayor



Kim R. Bulmer, Clerk

**2020 Grinding of Construction, Demolition, Wood, Shingles, Mattresses
and Other Waste at the Renfrew Landfill Site Contract**

This agreement is made in duplicate this 14th day of Oct, 2020.

BETWEEN: 1499545 Ontario Inc. o/a Northern Bulk Logistics

Hereinafter referred to as the 'CONTRACTOR', and THE CORPORATION OF THE TOWN OF RENFREW, Hereinafter referred to as the 'TOWN'.

WHEREAS the Town wishes to have the CONTRACTOR grind the pile (grinding material such as, but not limited to, construction waste, demolition waste, leaf and yard waste, brush, wood waste, wood-containing furniture (chairs, couches, tables, desks, bed frames, etc.), at the Renfrew Waste Disposal Site (Landfill) to a suitable size (between 2.0 – 6.0 inch pieces) to be used as daily cover.

NOW THEREFORE the parties agree as follows:


1. The TOWN has accepted the CONTRACTOR'S bid of \$19,984 incl. taxes. As per the request for proposal, no increase in the amount invoiced is permitted after the awarding of the contract.
2. The CONTRACTOR shall grind the material using the listed equipment in Appendix "A" and shall supply the equipment required to load process and stockpile feed and final grinding product.
3. From the date the contractor has commenced grinding, additional construction, demolition, brush, Wood, Shingles and other waste brought into the Renfrew Landfill Site will be separated and will not be required to be processed under the terms of the contract.
4. An estimated tonnage of ground material must be provided by the CONTRACTOR to the TOWN upon completion. This quantity is required for the annual Renfrew Landfill Site Monitoring Report and the Resource Productivity and Recovery Authority Datacall.
5. An invoice for the accepted contract amount can be sent to the TOWN once all required work is complete as deemed by the TOWN.
6. All grinding included in the contract must be completed by the date submitted in the Tender.
7. If, at any time, the CONTRACTOR is prevented from performing any obligation under this Agreement by reason of strike, lockout, riot, fire, hurricane, flood, invasion, explosion, act of God, war, legal acts of the public authorities, or any other cause beyond the CONTRACTOR'S control, then the CONTRACTOR shall not be required to perform such obligation during such time. The CONTRACTOR will exercise its best

attempt to overcome the cause of prevention as expeditiously as possible.

8. The TOWN shall indemnify and hold harmless, the CONTRACTOR, its directors, officers, shareholders, agents, and employees from all claim demands for loss, damage, or injury to property or persons, including loss of life, caused by, or resulting from, any works under this Agreement, or the installation, maintenance, or operation thereof, except to the extent that such loss, damage, or injury is caused or contributed to by the negligence of the CONTRACTOR or any of its officers, servants, or agents.
9. Under no circumstances will the CONTRACTOR be liable to the TOWN for any loss of profit, indirect, special, or consequential damages.
10. The CONTRACTOR shall indemnify and hold harmless, the TOWN from all claims or demands for loss, damage, or injury to property or persons, including loss of life, caused by, or resulting from, the negligence of the CONTRACTOR or any of its officers, servants, or agents.
11. Proof of appropriate insurance, certificates, and WSIB clearance shall be provided the TOWN prior to commencement of the work.
12. The RFT documents shall be included as part of the contract.


IN WITNESS WHEREOF the TOWN and the CONTRACTOR has caused this Agreement to be executed by the signatures below.

Town of Renfrew


Name: Don Eady, Mayor

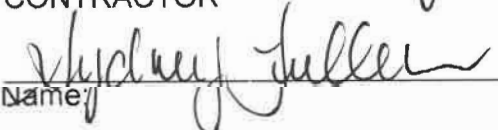
Oct. 28/2020
Date

Town of Renfrew


Name: Kim R. Bulmer, Clerk

Oct. 28/2020
Date

Northern Bulk Logistics
CONTRACTOR


Name: _____

Oct 14, 2020
Date