

THE CORPORATION OF THE MUNICIPALITY OF PORT HOPE

BY-LAW NO. XX-2024

Being a By-law to amend By-law 32/2017, to enter into an Alternate Locate Agreement (ALA) Between the Corporation of the Municipality of Port Hope and Canadian Nuclear Laboratories Ltd. for the Purposes of Addressing the Volume and Frequency of Locate Requests by the Port Hope Area Initiative (PHAI) to the Municipality through Ontario One Call and to repeal By-law 28/2020

WHEREAS the Municipal Act, 2001, Section 9 provides in part that a Municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority; and

WHEREAS in order for the PHAI to undertake the necessary drilling, borehole sampling and eventually remediation of LLRW in the community, contractors must be cognoscente of any potential obstacles or impediments to drilling, such as underground plants for water, sewer, storm and any non-municipal infrastructure such as hydro, phone etc.; and

WHEREAS the anticipated volume and frequency of calls for locates to MPH is of significant concern in order for the Municipality to meet the Provincially legislated mandate for Ontario One Call requests to receive a response within 5 days; and

WHEREAS the parties are desirous of amending the Agreement to Revise Sub-section 4 (a) regarding the automatic expiration of the Agreement and establishing a term consistent with the longevity of the PHAI Project; and

WHEREAS Council considered Report ES-01-24 at its Meeting on December 17, 2024;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF PORT HOPE ENACTS AS FOLLOWS:

1. SHORT TITLE

This By-law short titled "Amendment No. 3 - Alternate Locate Agreement (ALA)- Canadian Nuclear Laboratories Ltd (CNL)".

2. AGREEMENT AMENDMENT

2.1 That Sub-section 4 (a) of the Alternate Locate Agreement between the Corporation of the Municipality of Port Hope and Canadian Nuclear Laboratories Ltd. be deleted and replaced with the following:

"The term of this Agreement commences on May 11, 2017 and continues until December 31, 2032, subject to earlier termination in accordance with the terms of this Agreement or extension as may be agreed to by the Parties in writing."

2.2 The Municipality acknowledges that notwithstanding anything to the contrary Contained in the agreement, the approved subcontractors are subcontractors the contractor.

2.3 The second paragraph of Section 15 of the Agreement is deleted in its entirety and replaced with the following:

"The addresses of the Parties to which all notices shall be forwarded are as follows:

To: Municipality of Port Hope
56 Queen Street, Port Hope, ON L1A 3Z9

Attention: Director, Environmental Services
Facsimile: (905) 885-7698
With a copy to: remediation@porthope.ca
To: Canadian Nuclear Laboratories Ltd.
Historic Waste Management Program Office
25 Henderson Street, Port Hope, ON L1A 0C6
Attention: Director, Property Remediation and Restoration
Facsimile: (905) 885-9344

with a copy to: legalcounsel@cni.ca”

- 2.4 That the amendment to Agreement shall have the same terms and conditions as set out in primary Agreement authorized by By-law 32/2017 and shall hereto be comprising part of this By-law.
- 2.5 The Mayor and Director of Environmental Services are hereby authorized to execute this agreement (Schedule A).
- 2.6 By-law 28/2020 is hereby repealed.

BYLAW READ AND PASSED in Open Council this day of , 2024.

Olena Hankivsky, Mayor

Shrishma Davé, Clerk

Schedule A

ALTERNATE LOCATE AGREEMENT

Amendment No. 3

THIS AGREEMENT is entered into as of the ____ day of December, 2024 (the “**Amendment**”).

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF PORT HOPE
(“**Municipality**”)

AND:

CANADIAN NUCLEAR LABORATORIES LTD./LABORATOIRES
NUCLÉAIRES CANADIENS LTÉE
(“**Contractor**”)

(The Municipality and Contractor are individually referred to as a “**Party**” and collectively referred to as the “**Parties**” herein)

WHEREAS the Municipality and the Contractor entered into an Alternate Locate Agreement dated May 11, 2017 to provide for the Contractor or its approved subcontractors to locate the Municipality’s underground services or infrastructure prior to conducting underground borehole investigations and other underground work, as amended from time to time (the “**Agreement**”);

AND WHEREAS the Parties are desirous of amending the Agreement as provided for herein;

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1) The Municipality acknowledges that notwithstanding anything to the contrary contained in the Agreement, the Approved Subcontractors are sub-subcontractors to the Contractor.
- 2) Section 4(a) of the Agreement is deleted in its entirety and replaced with the following:

“(a) The term of this Agreement commences on May 11, 2017 and shall continue until December 31, 2032, subject to earlier termination in accordance with the terms of this Agreement, or further extension as may be agreed to by the Parties in writing.”

- 3) The second paragraph of Section 15 of the Agreement is deleted in its entirety and replaced with the following:

“The addresses of the Parties to which all notices shall be forwarded are as follows:

to: Municipality of Port Hope
56 Queen Street, Port Hope, ON L1A 3Z9

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with a copy to: legalcounsel@cnl.ca”

- 4) Except as specifically amended by this Amendment, the Agreement shall remain in full force and effect and is hereby ratified and confirmed by the Parties.
- 5) Sections 20-22 of the Agreement are incorporated into this Amendment by reference.

Signature Page Follows

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the date set forth above.

**THE CORPORATION OF THE
MUNICIPALITY OF PORT HOPE**

Per:

Name: Olena Hankivsky
Title: Mayor

Per:

Name: Kyle Beacock
Title: Director, Environmental Services

**CANADIAN NUCLEAR
LABORATORIES
LTD./LABORATOIRES NUCLÉAIRES
CANADIENS LTÉE**

Per:

Name:
Title:

Per:

Name:
Title: