

THE CORPORATION OF THE MUNICIPALITY OF PORT HOPE

BY-LAW NO. 40/2022

Being a By-law to Authorize Execution of an Amending Site Plan Agreement between One Thompson Inc. and the Corporation of the Municipality of Port Hope for lands legally described as Part of Lots 3, 4 and 5 of Registered Plan 34

WHEREAS Council deems it expedient to enter into a Site Plan Agreement with One Thompson Inc. to permit 15 freehold townhouses on the property that will share some common elements

AND WHEREAS the terms of the Agreement between the Corporation of the Municipality of Port Hope and One Thompson Inc. are attached hereto as Appendix "A";

NOW THEREFORE IT IS ENACTED AS A BY-LAW OF THE CORPORATION OF THE MUNICIPALITY OF PORT HOPE AS FOLLOWS:

1. THAT the Mayor and Clerk are hereby authorized to execute on behalf of the Corporation a Site Plan Agreement with One Thompson Inc. with the terms and conditions as set out in Appendix "A" attached hereto comprising part of this By-law.
2. THAT the Mayor and Clerk are hereby authorized and directed to sign any related documentation to carry out the purpose of this By-law including registration of the site plan on title at the Land Registrar Office.

READ a FIRST, SECOND and THIRD time and finally passed in Council this 7th day of June, 2022.

Bob Sanderson, Mayor

Brian Gilmer, Clerk

Appendix "A" to By-law 40/2022

THIS AGREEMENT made in quadruplicate this 7th of June, 2022.

BETWEEN: ONE THOMPSON INC.
hereinafter collectively called the "Owner"
THE PARTY OF THE FIRST PART

- and –

**THE CORPORATION OF
THE MUNICIPALITY OF PORT HOPE**
hereinafter called the "Municipality"
THE PARTY OF THE SECOND PART

WHEREAS the Owner owns in fee simple lands and premises legally described as Part of Lots 3, 4 and 5 of Registered Plan 34 (property bound by Thompson Drive, Mill Street and Ontario Street) in the Municipality of Port Hope, County of Northumberland (hereinafter referred to as the "Subject Lands"), more particularly described in Schedule "A" attached hereto;

AND WHEREAS by application (SP03-2021) the Owner applied to the Municipality under Section 41 of the Planning Act, R.S.O. 1990, c. P.13, (the "Act") for site plan approval;

AND WHEREAS the subject lands are subject to Site Plan Control pursuant to Section 2.6 of By-law 26/2008 being a By-law to Designate the Municipality of Port Hope as a Site Plan Control Area;

AND WHEREAS the Owner (One Thompson Inc.) wishes to construct 15 freehold townhouses on the property that will share some common elements, as shown on Schedule "B".

AND WHEREAS the proposed development of the subject lands complies with the Official Plan, as amended, and the Zoning By-law 20/2010, as amended;

AND WHEREAS the Owner has received Final Subdivision approval from the Municipality;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of mutual benefits, the Parties hereto agree as follows:

1. SUBJECT LANDS TO BE DEVELOPED

- 1.1** The lands and premises affected by this Agreement (hereinafter referred to as the “Lands”) are those lands more particularly described in Schedule “A” hereto.
- 1.2** The Owner represents and warrants to the Municipality that it is the owner in fee simple of the subject lands and premises.
- 1.3** The Owner agrees not to register, or allow to be registered any lease, notice of lease, lien or encumbrance of any kind prior to the registration on title of this agreement in priority to this agreement.

2. SITE DEVELOPMENT

- 2.1** The Owner covenants and agrees with the Municipality to develop the lands in accordance with the Schedules attached hereto and forming part of this agreement, and to erect thereon the building substantially as shown on the drawings identified on Schedule “B” all in accordance with the requirements of the applicable Zoning By-law, as amended, and all other by-laws of the Municipality, in and on the locations and in the manner as indicated thereon. The Owner agrees to notify the Municipality on commencement and completion of construction.
- 2.2** The Owner covenants and agrees with the Municipality that the building and all other external structures and facilities it has agreed to construct or may be required to construct on the subject lands shall be maintained by the Owner from time to time in good condition and repair at all times.
- 2.3** The Owner covenants and agrees to complete all external structures, facilities and landscaping at the same times as each stage of the building, save and except that if weather conditions do not reasonably permit completion of all landscaping at the time of completion of the development, all landscaping will be completed as soon as practical and in accordance with landscaping advice as agreed to by the Municipality.
- 2.4** The Owner covenants and agrees that no other building, external structures or facility shall be erected on the subject lands unless there is a further written agreement with the Municipality.
- 2.5** The Owner covenants and agrees to implement all of the recommendations of the Servicing & Stormwater Management Report prepared by C.F. Crozier and Associates Inc. (dated May, 2020), as they pertain to the subject development. In addition, the owner agrees to maintain all erosion and sediment controls in good repair throughout all phases of construction, until such time as the site has been adequately stabilized.

2.6 CONSTRUCTION TRAFFIC

The Owner agrees that all streets to be used for access during the construction of Services and/or buildings on the subject lands shall be kept in good and usable condition and free of dirt, mud and other debris during the said construction, and if damaged due to the acts or omissions of the Owner or anyone for whom it is responsible at law or not kept free as aforesaid, will be restored immediately by the Owner. All trucks making deliveries to, or taking materials from the subject lands shall be adequately covered and not unreasonably loaded so as to scatter refuse, rubbish or debris on any streets, as well as to prevent the tracking of dirt, mud or other debris onto adjacent streets. If the Owner after being given written notice by the Municipality refuses to repair and remedy the aforesaid damage or condition to the streets, the Municipality may remedy the situation and charge the cost thereof to the Owner, who shall forthwith pay the same upon demand, failing which the money shall be deducted from the Performance Guarantee.

The Owner agrees to be solely responsible to prohibit “heavy construction vehicles” from accessing or leaving the subject lands except between the hours of 7:00 am to 7:00 pm, Monday to Friday inclusive and from 7:00 am to 5:00 pm on Saturday and the Owner further agrees that there will be no off-site parking, loading and/or unloading, provided variations to these restrictions may be approved in writing by the Director, Works and Engineering or the Chief Building Official in case of emergencies or any other events justifying such a variation. For the purposes of this agreement, a “heavy construction vehicle” means a “vehicle with multiple rear axles”

3. GRADING AND DRAINAGE

- 3.1** The Owner agrees to grade the lands in accordance with the gradients shown on the drawings identified on Schedule “B” and to provide at the Owner's cost, collection and disposal of storm, surface and waste water on and from the lands, in accordance with the drawings identified on Schedule “B”.
- 3.2** The Owner agrees that the grading of the subject lands shall be completed to the satisfaction of the Director, Works & Engineering.
- 3.3** The Owner agrees not to block or otherwise hinder drainage of surface and storm water from adjoining lands as same are presently constituted.
- 3.4** The Owner agrees to monitor and grade the site as necessary during construction to ensure that drainage will not adversely affect adjacent properties, to the satisfaction of the Director, Works and Engineering until such time as the gradients shown on Schedule “B” are implemented. Any damage to adjacent properties due to the grading of the site is the responsibility of the owner financially or otherwise.

3.5 The Owner agrees to verify the grading has been completed in accordance with the gradients shown on Schedule “B” by providing an as-built survey, stamped by a certified engineer or certified OLS.

4. ENTRANCES, DRIVEWAYS, LIGHTING & MUNICIPAL SIDEWALK

4.1 The Owner agrees to construct the new asphalt driveway/entrance, as shown on the drawings identified on Schedule “B”. All driveways/entrances shall be hard surfaced.

4.2 The Owner agrees to provide new parking areas as shown on the drawings identified on Schedule “B”.

4.3 The Owner agrees to provide suitable lighting for all parking areas and walkways, which shall incorporate the use of decorative light standards which utilize downward directional reflective lenses to ensure that lighting does not spread beyond the subject lands, as shown on the drawings identified on Schedule “B”.

4.4 The Owner agrees to complete all works within the municipal right-of-way; including but not limited to concrete curb, granular road base, asphalt pavement, concrete sidewalk, topsoil and sod. The Owner also agrees to obtain all appropriate permits including but not limited to a Road Occupancy Permit for any work to be conducted in the municipal right-of-way. All costs associated with the works within the municipal right-of-way are to be borne by the Owner.

4.5 The Owner agrees that a 0.8m strip of land (Part 1, Plan 39R-1266) along Thompson Drive is to be ceded to the Municipality of Port Hope for the municipal sidewalk.

5. SERVICING AND UTILITIES

5.1 Certificates

The Owner agrees to obtain all certificates and reports referenced on Schedule “D”

5.2 Sanitary Services

The Owner agrees to provide and maintain sanitary sewer service to the subject lands which includes a new gravity fed sanitary maintenance hole within Thompson Drive with connection to the existing sanitary main to the satisfaction of the Director, Works & Engineering. The owner agrees to permit access and inspection from the Municipality on the sanitary manhole located 1 metre off property line from Thompson Drive as shown on Schedule “B” for the purpose of ensuring compliance with the sewer discharge By-law.

5.3 Water Service/ Back Flow Preventers

The Owner agrees to install a 150 mm water service to the utility room and a new municipal hydrant on the corner of Thompson Drive and Mill Street as shown on the drawings identified on Schedule “B”. The Owner agrees to install a backflow preventer, as per an Ontario Water Works Association (OWWA) certified backflow Surveyor’s recommendations sufficient to protect the Municipal drinking water distribution system, to the satisfaction of the Director, Works and Engineering.

The Owner acknowledges that it must notify the Director, Fire and Emergency Services and municipal Water Division, at least one business day prior to any repair, maintenance or testing of a backflow prevention device which would require the shutting off of any fire protection or water distribution systems.

The Owner, its successors and assigns agree to install, maintain, and annually test backflow preventer in accordance with the Municipality’s Backflow Prevention Guide, as amended from time to time, for the protection of the Municipality’s drinking water system.

The Owner agrees to submit a certificate annually to the Water Division that indicates the Backflow preventer was inspected and operating as per manufacturer specifications.

5.4 Storm Sewer Services

The Owner agrees to construct on-site storm sewer works and connect into the storm main within the Ontario Street Right Of Way as shown on the drawings identified on Schedule “B”. The Owner agrees to maintain the storm water management facilities for the subject lands to the satisfaction of the Director, Works & Engineering.

5.5 Electrical Supply System

The Owner shall arrange with the appropriate authority having jurisdiction for the design, provision and installation of an electrical supply system to serve the subject lands in the locations as approved by the Director, Works & Engineering. All electrical services are to be installed underground.

5.6 Telephone System

The Owner shall arrange with the appropriate authority for the design, provision and installation of telephone services. All telephone services are to be installed underground.

5.7 Gas Supply System

The Owner shall arrange with an appropriate gas company for the design, provision and installation of a complete gas supply system to serve the subject lands, including gas mains, and all appurtenant manholes and laterals.

6. LANDSCAPING

The Owner, its successors and assigns agree to install and maintain soft landscaping on all of the Subject Lands not covered by building or driveways shown on the drawings identified on Schedule "B".

7. CLEARANCE

The Owner agrees to notify the Historic Waste Program Management Office, Construction Monitoring Program (CMP) or retain and maintain a suitably qualified and experienced engineer to conduct surface scans, test hole samplings, and to carry out adequate inspections at the time of excavation and during construction and immediately following the completion of construction, to ensure that radiation levels are within the permissible range as required by Federal regulations for the proposed use. The Owner further agrees to provide the Municipality and any relevant federal or provincial authorities with proof of the inspections and the results thereof, promptly upon completion of the inspections. In the event that levels exceed the permitted levels at any stage, all work and/or use shall cease until remedial action is agreed upon between the Owner and the authorities responsible and carried out so that permissible levels are again achieved.

9. SNOW REMOVAL

All snow removal and garbage and recycling pick up will be privately administered and the responsibility of the Condominium Corporation. A condition to this effect shall be included in all offers of purchase and sale and in the condo declaration for the proposed development.

10. RELOCATION OF SERVICES

The Owner agrees that in the event of relocation of any services as a result of the development, including hydro, water, gas, and telephone, the said relocation shall be at the Owner's expense.

11. REGISTRATION AND ENFORCEMENT

The Owner agrees that the Municipality may register this agreement against the title to the lands and that the Municipality may enforce provisions of this agreement against the Owner of the lands and, subject to the provisions of the Registry Act, as amended, against all subsequent owners of the lands. The Owner further agrees to reimburse the Municipality for all reasonable legal fees and disbursements in connection with the preparation and registration of this agreement.

12. CERTIFICATE

If required by the Chief Building Official, upon completion of all the external structures and facilities, the Owner's engineer shall provide the Municipality with a certificate certifying that the development and all facilities referenced in this agreement have been duly constructed and are in accordance with all plans.

13. INDEMNIFICATION

The Owner covenants and agrees with the Municipality to indemnify and save harmless the Municipality from any action for damages or otherwise, and for all costs as a result of any injury howsoever caused to any other person or person's property as a result of the construction of the buildings and external facilities on the subject lands.

14. DEVELOPMENT CHARGES

The Owner agrees to pay the applicable development charges in accordance with the Municipality's Development Charge By-law, as amended, at the time of application for a building permit.

15. PERMIT

The Municipality agrees that upon the Owner complying with the provisions of paragraphs 11, 17 and 19 and having obtained any necessary easements, a building permit will be issued to the Owner subject to payment of the usual permit fees and any other fees which are payable under any by-law currently in force in the Municipality and provided that all building plans comply with the Ontario Building Code and all other Applicable Law.

16. LAPSE OF APPROVAL

In the event a building permit has not been issued within the period of two (2) years after registration of this agreement, this agreement shall lapse and shall be the subject of renegotiations at the sole option of the Municipality.

17. CONSTRUCTION COMMENCEMENT

The Owner agrees to commence construction of any building for which a permit may be issued under Paragraph 18 hereof as soon as is reasonably practicable following the issuance of any permit and to complete all construction in accordance with the said building permit as quickly as possible, and in any event within eighteen (18) months of commencement of construction.

18. PHASING

Any additional buildings or phases of this development shall be in conjunction with a Site Plan Amendment Application to the satisfaction of the Municipality of Port Hope.

19. NOTIFICATION

Any notice which is required to be given by the Municipality to the Owner in respect of this agreement shall be mailed or delivered to the Owner:

One Thompson Inc.
10 Wanless Avenue, Suite 201
Toronto, Ontario
M4N 1V6

or such address as the Owner has provided by specific written notice to the Municipality. Any such notice mailed or delivered to the said address shall be deemed good and sufficient notice.

Any notice which is required to be given to the Municipality shall be mailed or delivered to:

The Clerk
The Corporation of the Municipality of Port Hope
Administration Offices
56 Queen Street
Port Hope, Ontario
L1A 3Z9

20. OWNER'S EXPENSE

Every provision of this agreement by which the Owner is obligated in any way shall be deemed to include the words "at the expense of the Owner".

21. REIMBURSEMENT

The Owner agrees to reimburse the Municipality for all reasonable administrative, planning, legal, engineering inspection costs and disbursements incurred by the Municipality or any of its agents in conjunction with the development of the lands as shown on the attached Schedule "B", without limiting the generality of the foregoing, the preparation, execution, registration and fulfillment of this Agreement. The Owner agrees to pay such accounts not later than thirty (30) days following the mailing of the invoice by the Municipality. The Owner agrees to pay interest on any such unpaid amount thirty (30) days following the date of invoice at the rate of 1½% per month.

The Owner agrees that technical peer review by external consultants as required by the Director, Works & Engineering, work required under Special Services Applications, Septage Waste Disposal Permits, Bulk Water Permits, Water Distribution Services, Street Operation Permits, Oversize/Overweight Permits and other shall be an additional cost.

The Owner agrees to pay such accounts not later than thirty (30) days following the mailing of the invoice by the Municipality. The Owner agrees to pay interest on any such unpaid amount thirty (30) days following the date of invoice at the rate of 1½% per month.

22. NOTICE OF PORT HOPE AREA INITIATIVE

The Owner hereby acknowledges notice of the Port Hope Area Initiative and the Property Value Protection Program. Schedule “E” sets out some information with respect thereto. Additional information can be obtained through the contact details provided on Schedule “E”.

In the event of the sale of this property, the owner agrees to notify each purchaser of the Port Hope Area Initiative before a binding agreement of purchase and sale is concluded.

23. PARKLAND DEDICATION/ CASH-IN-LIEU

In accordance with Municipality of Port Hope By-law 65/2007 the Municipality shall be entitled to cash-in-lieu of Parkland Dedication for the proposed development or redevelopment of the subject lands.

The Owner covenants and agrees that prior to the execution of this Agreement by the Municipality, the Owner shall have paid to the Municipality cash-in-lieu of the dedication of parkland equal to 5% of the appraised value of the Land. Such value shall be determined by an experienced and qualified land appraiser (CRA or AACI). The appraisal report shall accompany the cash-in-lieu payment.

24. DECLARATION

The owner shall include in Schedule “A” to the Declaration all necessary and appropriate easements for the use and maintenance of all on-site, support, facilities and for pedestrian and vehicular access over the common elements as may be required. This condition is issued pursuant Section 20, Subsection 2 of the Condominium Act, S.O. 1998 c.19.

25. SUCCESSORS AND ASSIGNS

This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

IN WITNESS WHEREOF the Parties have caused to be affixed their Corporate Seals attested to by the hands of their respective signing officers duly authorized in that behalf.

ONE THOMPSON INC.

Per: _____
Ezriel Y. Gestetner, President

I have authority to bind the corporation

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

Per: _____
Bob Sanderson, Mayor

Per: _____
Brian Gilmer, Clerk

I have authority to bind the corporation

Schedule "A"

PIN 51076-0546 (LT), being Part Lot 4, Plan 34, designated as Part 3, Plan 39R-12667, Municipality of Port Hope, County of Northumberland.

PIN 51076-0548 (LT), being Part Lots 3 and 4, Plan 34, designated as Parts 1 and 2, Plan 39R-12667, and Part 1, Plan 39R-12666 Municipality of Port Hope, County of Northumberland.

PIN 51076-0549 (LT), being Part Lots 4 and 5, Plan 34, designated as Part 5, Plan 39R-12667 Municipality of Port Hope, County of Northumberland.

Schedule “B”

Site Plan Drawings Approved by The Municipality of Port Hope

	DRAWING TITLE	PREPARED BY	FINAL REVISION DATE
A100	Site Plan & Statistics	Ed Weinburg Architect	May 18, 2020
A201-A204	Floor Plans	Ed Weinburg Architect	May 28, 2020
A301-A302	Exterior Elevations	Ed Weinburg Architect	May 28, 2020
A401	Building Cross Sections	Ed Weinburg Architect	May 28, 2020
L1	Landscape Plan	Miriam L.R. Mutton	May 14, 2020
C01	Removals Plan Erosion & Sediment Plan	Crozier & Associates	May 20, 2020
C02	Site Servicing Plan	Crozier & Associates	May 20, 2020
C03	Site Grading Plan	Crozier & Associates	September 17, 2020
C04	Pre-Development Drainage	Crozier & Associates	May 20, 2020
C05	Post-Development Drainage	Crozier & Associates	May 20, 2020
C06	Notes & Details Plan	Crozier & Associates	May 20, 2020
C07	Standard Drawings	Crozier & Associates	May 20, 2020

**Schedule “C”
Site Plan Approval Security Calculation Form**

ITEM	On-Site Cost Estimate (\$)	Off-Site Cost Estimate (\$)
Watermain Servicing (incl. PRV's, hydrants, appurtenances)	11,900.00	29,400.00
Sanitary Sewer Servicing (incl. manholes, appurtenances, safety grates)	40,000.00	16,000.00
Storm Sewer Servicing (incl. manholes, catch-basins, appurtenances)	45,500.00	11,250.00
Service Laterals (incl. water, storm, sanitary, curb-stops, cleanouts, other)	55,400.00	0
Water Utility Building (incl. booster station, backflow preventer, meters, other)	30,807.00	0
Sanitary Pumping Station (incl. forcemain, mechanical /electrical, generator, other)	59,200.00	0
Roadwork (incl. granulars, asphalt (25% @ \$120/ sq.m), curbing (@ \$50/ m), sidewalks, pavers, shouldering, linepainting, other)	53,807.00	44,020.00
Storm Water Management Facilities (incl. pond, oil/grit separator)	42,133.00	0
Street Lighting (incl. ductwork, pole base, cabling) [@ \$3,500/ light standard, \$500 for minor]	29,250.00	0
Landscaping (incl. street/park furniture, gateway signs, vegetated buffer strips, garden walls, gazebos, roadway signage)	28,453.00	3,101.00
Rough grading (incl. sediment and erosion control, off-site haulage, stockpiling, overland flow routes)	91,450.00	0
Fine grading (incl. topsoil, sod, swales, other)	1,871.00	0
Other (incl. designated structures, bridges, retaining walls, guiderail, fencing (@ \$25/ m), TCP, TPP)	2,471.00	0
Subtotal	492,307.00	103,771.00
TOTAL SITE DEVELOPMENT COST (Sum 1 to 13)		\$596,078.00
100% of the value of off-site works and 50% of the value of on-site works equals the required Performance Guarantee		\$349,924.50

Cost Estimate prepared by Professional Engineer, July 26th, 2021

SCHEDULE “D”

REQUIRED DOCUMENTS

1. Certificate of Compliance for Servicing Works, issued by a Professional Engineer licensed to practice in the Province of Ontario certifying that the water distribution system, the sanitary sewer system and the storm sewer system, including appurtenances have been designed and constructed in accordance with Municipal Standards, Provincial Standards and the approved drawings.
2. Certificate of Compliance for Rough Grading Works, issued by a Professional Engineer licensed to practice in the Province of Ontario certifying that the rough grading of the development lands has been designed and constructed in accordance with Municipal Standards, Provincial Standards and the approved drawings.
3. Certificate of Compliance for Fine Grading Works, issued by a Professional Engineer licensed to practice in the Province of Ontario certifying that the fine grading of each block or parcel of the development lands, including the placement of topsoil and sod has been designed and constructed in accordance with Municipal Standards, Provincial Standards and the approved drawings.
4. Certificate issued by the Electrical Safety Authority certifying that the electrical servicing works, including street lighting has been designed and constructed in accordance with Provincial standards and regulations and in accordance with the approved drawings.

SCHEDULE “E”



FACT SHEET

Port Hope Project

From 1932 to 1988, radium and uranium refining was Port Hope’s major economic activity. In the 1980s, the federal government completed an initial environmental clean-up in Port Hope, removing contaminated materials to a storage facility in Chalk River, Ontario. Approximately 1.2 million cubic metres of historic low-level radioactive waste remained in the Municipality of Port Hope and was secured by the federal government in licensed and unlicensed locations. Now, a community-driven project, called the Port Hope Area initiative, is underway to remove the remaining historic waste from various sites within the municipality and transport the waste to an engineered facility for long-term safe storage. The map at right identifies the long-term waste management facility site in Port Hope.



The Property Value Protection Program

The Property Value Protection (PVP) Program is an integral part of the Legal Agreement between the Municipalities of Port Hope and Clarington and the Government of Canada. It was established to compensate eligible property owners within a defined PVP zone, for financial losses relating to diminution of

property value caused by the project.

The PVP Program will remain in effect until two years past the completion of the Port Hope Long-Term Waste Management Facility.

The PVP Zone

Owners of properties in the PVP Zone – the area shown on the map at right – are eligible to apply for compensation under the PVP Program. The PVP Zone boundaries are: on the west – a line 300 metres west of the western limit of Newtonville Road; on the north – a line 300 metres north of the northern limit of Durham Highway/County Road 2 and Dale Road; on the east – the eastern boundary of the Municipality of Port Hope; and on the south – the shoreline of Lake Ontario.

Following a comprehensive review of the program by the Government of Canada, changes to the program came into effect on June 1, 2016 which made the program easier for the majority of claimants. The renewed program reflects recommendations made by the government and remains consistent with the Legal Agreement.



The two main changes to the program are increased clarity and transparency and a choice of two routes to file a claim.

Additional Information

If you would like detailed information about the Port Hope Project or the Property Value Protection Program, please contact:

Historic Waste Program Management Office

115 Toronto Road, Port Hope, ON L1A 3S4 • 905.885.0291 • info@phai.ca • PHAI.ca



Canadian Nuclear Laboratories | Laboratoires Nucléaires Canadiens

115 Toronto Road, Port Hope, ON L1A 3S4
905.885.0291 • PHAI.ca • info@phai.ca

April 2018

SCHEDULE "F"

INSURANCE POLICIES REQUIRED

(1) TYPES AND AMOUNTS OF COVERAGE REQUIRED

Without restricting the scope of the indemnities required by this Agreement, the Owner shall obtain and maintain insurance of the character commonly referred to as public liability and property damage with an insurance company approved by the Municipality duly authorized by law to underwrite such insurance in the Province of Ontario. Such policy or policies of insurance shall indemnify the Municipality against all claims for loss, damage, injury or death directly or indirectly arising from or as a consequence of or in any way relating to any act or omission of the Owner or any officer, agent, servant, employee, workman, consultant, advisor or contractor of the Owner in the development of the Subject Lands, including without limiting the generality of the foregoing:

- (a) any loss or damage that happens to any of the Works or to any part or parts thereof; and
- (b) any loss or damage that happens to any of the materials or any of the equipment or vehicles or any other things used in the construction or installation of any of the Works or any part or parts thereof respectively; and
- (c) any injury or death to any person or persons; and
- (d) any loss or damage whatsoever that results from the storage, use or handling of explosives; and
- (e) any loss or damage that results from the drainage of surface waters on or from the Subject Lands; and
- (f) any loss or damage that happens to any public road or to any other property of the Municipality or to the property of any person.

The policy or policies of insurance shall name the Municipality as an Additional Insured and shall provide a minimum coverage of Five Million Dollars **(\$5,000,000.00)** per occurrence for bodily injury, death, and damage to property including the loss thereof.

The policy or policies of insurance shall provide "occurrence type" coverage, that is to say, the policy(ies) will cover any claims which may be presented at any time (subject to the Statute of Limitations) arising from an occurrence that happened within the policy period.

The policy shall not contain a deductible clause, provided however, if the policy does contain a deductible clause, the same shall be approved by the Municipality and the Owner shall provide an additional cash deposit to the Municipality in an amount to be determined by the Municipality. In the event of claims made against the Municipality to which the deductible applies, the Municipality shall appoint an independent adjuster to investigate such claim, and the finding of the independent adjuster shall authorize the Municipality to pay such claims deemed valid by such adjuster out of the additional cash deposit posted with the Municipality. In the event such additional cash deposits are deemed to be insufficient by the Municipality at any time and from time to time, the Owner hereby agrees to pay such additional cash deposits forthwith to the Municipality. All costs of the adjuster shall be borne by the Owner.

The said policy or policies of insurance shall be maintained at least until the development of the Subject Lands is fully completed.

The issuance of such policy or policies of insurance shall not be construed to relieve the Owner from responsibility for other or larger claims for which it may be held responsible.

(2) **EXEMPTIONS OF COVERAGE PROHIBITED**

The policy or policies of insurance shall contain no coverage exemptions or limitations for:

- (a) any shoring, underpinning, raising or demolition of any building or structure;
or
- (b) any pile driving or caisson work; or
- (c) any collapse or subsidence of any building, structure or land from any cause. If explosives are to be stored, handled or used in the development of the Subject Lands,

then the policy or policies of insurance shall contain no coverage exemptions or limitations for storage, handling or use of explosives.

(3) **OTHER CONDITIONS REQUIRED**

The policy or policies of insurance shall be endorsed to provide that the policy will not be altered, cancelled or allowed to lapse without sixty (60) days' written notice to the Municipality and the Owner.

The said policy or policies of insurance shall have no exclusion for blasting and must contain a twenty-four (24) month "completed operations" clause and "cross-liability" clause