Luban Limited
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August 22, 2024

TO: The City of Burlington
426 Brant Street
Burlington, Ontario, L7R 3Z6
Attention: Faye Wang

TO: Regional Municipality of Halton
1151 Bronte Road
Burlington, Ontario, L6M 3L1
Attention: Amanda McNeish, Legislative and Planning Services, Halton Region

Re: Reliance Letter for 141, 147, 153 Plains Road West (the "Property"), Burlington, Ontario [City File: DPC-009-23]

Luban Ltd. (the "Engineering Consultant") has prepared the following report(s) on behalf of 2381798 Ontario Limited (the "Client"):

- FSR/SWM Report Addendum (the "Report") – Submission 3 (dated September 13th, 2024)
- Removals Plan, C1 – Submission 3 (dated September 13th, 2024)
- Servicing Plan, C2 – Submission 3 (dated September 13th, 2024)
- Grading Plan, C3 – Submission 3 (dated September 13th, 2024)
- Construction Management – Erosion and Siltation Control Plan, C4 – Submission 3 (dated September 13th, 2024)
- Detail Sheet #1, C5 – Submission 3 (dated September 13th, 2024)
- Detail Sheet #2, C6 – Submission 3 (dated September 13th, 2024)
- Detail Sheet #3, C7 – Submission 3 (dated September 13th, 2024)

This letter provides a summary of the FSR Addendum for the site located at 141, 147, and 153 Plains Road West in Burlington, Ontario (the "Property"). The proponent is submitting these materials in response to the comments received from the second submission.

Sanitary Service Connection:

A single sanitary service connection is proposed, utilizing a 200mm PVC DR-35 pipe that will connect directly to the 375mm sanitary sewer main along Plains Road West. The combined light commercial and residential demand for the development is 3.77 L/sec, supporting an estimated population of 302. The demand for the proposed development, has been calculated based on the design criteria outlined in the Halton Region Linear Design Manual.

Domestic/Fire Water Service Connection:

For the domestic and fire water service connection, a single connection will be made to the existing 300mm watermain on Plains Road West using a 150mm PVC DR-18 CL235 pipe. This 150mm pipe will meet the fire water requirements for the site. A 100mm PVC DR-18 CL235 pipe will branch off from the 150mm line to supply domestic water needs. The water demands for the development's light commercial and residential areas were calculated based on the criteria outlined in the Halton Region Linear Design Manual and the Fire Underwriters Survey (FUS [2020]), as detailed below.

Water Demand Details:

Maximum day (domestic) demand: 161 L/min

Peak Hour (domestic) demand: 256 L/min

Fire demand (per Fire Underwriters Survey [2020]): 11,000 L/min

Total demand for the site (Maximum day demand + Fire demand): 11,161 L/min

Existing fire hydrant static pressure: 52 psi (359 kPa)

Pressure at proposed building: 332 kPa

Stormwater Management:

In line with the City of Burlington's Stormwater Management Design Guidelines, a comprehensive post-development stormwater strategy has been developed. The plan will control runoff for 2,388 m² of the total 2,418 m² site area, with 30 m² draining at an uncontrolled rate to the City of Burlington's right-of-way along Plains Road West. Additionally, approximately 105 m² of combined external areas on the east and west sides of the site bring the total controlled area to 2,493 m².

For the post-development condition, the runoff rate for the 100-year storm event will be restricted to the 5-year storm event rate from the pre-development condition, in accordance with the City's guidelines. The maximum allowable flow rate for the site, based on the pre-development 5-year storm, is 34.03 L/sec. To achieve this, a cast-in-place concrete stormwater management tank (14.5 m long x 2.5 m wide x 1.49 m deep) will be used, along with a 100mm diameter PVC DR35 orifice tube. This setup will limit the outflow from the tank to 28.53 L/sec.

Additionally, the uncontrolled peak runoff rate for the 100-year storm event has been calculated at 0.81 L/sec, resulting in a total outflow of 29.34 L/sec. Therefore, the stormwater management plan complies with the guidelines, as the actual release rate (29.34 L/sec) is below the maximum allowable rate of 34.03 L/sec.

Water Quality:

For water quality, a Jellyfish Filtration Unit (JF 4-1-1) will treat stormwater runoff's total suspended solids (TSS) to a minimum 80% removal rate.

Water Balance:

Regarding water balance, the City of Burlington's Stormwater Management Design Guidelines require the retention of the first 5 mm of rainfall through infiltration. However, due to site constraints, infiltration is not feasible for this project. To meet the water balance criteria, the site will feature approximately 163 m² of green roof on the 11th storey to increase pervious surface, along with a landscaping retention basin along the western property boundary.

The chosen green roof system provides a retention capacity of 37 L/m², resulting in a total storage capacity of 6.03 m³. The retained water is stored beneath the planting medium, where it is gradually absorbed through osmosis, reducing the need for frequent irrigation.

Additionally, a retention basin with an area of 48 m² and a depth of 3 cm will be installed in the landscaping area on the west side of the property, providing an additional storage capacity of 1.44 m³.

The total retention storage provided on-site will be 5.03 mm = (6.03 m³ + 1.44 m³) / 2,418 m². This exceeds the required 5.00 mm and fulfills the water balance requirement for the development.

We confirm that the Report, including its representations, assumptions, findings, opinions, and recommendations, can be relied upon by The Corporation of the Town of Halton Hills (the "Town"), The Regional Municipality of Halton (the "Region"), and their peer reviewers, as if the Report was prepared for their use and benefit. This remains true despite any statements to the contrary or any limitations on liability agreed to by the Client. In the event of any inconsistency between this Reliance Letter and any limitations in the Report, the terms of this Reliance Letter shall prevail. We acknowledge that the Town and the Region will use the Report to assess the environmental risk of the property.

The Report was prepared and completed under the supervision of a Qualified Person as defined under Ontario Regulation 153/04 (as amended), and in compliance with applicable environmental laws and regulations at the time of investigation.

The Consultant maintains Professional Liability insurance of no less than $1,000,000, and proof of insurance is attached to this letter.

Yours Truly



Feng Shi, P.Eng.
Princial Engineer

Victor Canada
500-1400 Blair Towers Place
Ottawa, Ontario K1J 9B8
Telephone 613-786-2000
Facsimile 613-786-2001
Toll Free 800-267-6684
www.victorinsurance.ca

12 August 2022

LUBAN LTD.
7373 LIONSHEAD AVE
NIAGARA FALLS ON L2G 0A6

Re: SFE600641

Thank you for choosing Victor as your professional liability provider. We are delighted to be on your team and, rest assured, we will be here when you need us the most.

We understand the specialized nature of architecture and engineering firms – our knowledge has been gained from providing professional liability programs to design consultants for more than 50 years. In fact, we have been endorsed by Engineers Canada and the Association of Consulting Engineering Companies-Canada (ACEC) since the very beginning.

You can be confident that our claims management team has the right expertise to bring about the best outcome for you in a claim scenario. Each of our claims analysts brings a wealth of industry experience to their role, many with a background in engineering and construction. We are also strong believers in the power of risk management and offer a range of services for you as a policyholder, including pre-claim and claim prevention assistance, access to our risk management program and contract review service (see the attached information sheet for more details).

Please be sure to reach out to your insurance broker if you have any questions about your policy or the value-added services we provide. We look forward to working with you!

Regards,

David G. Cook, President
Victor Insurance Managers Inc.



ARCHITECTS & ENGINEERS PROFESSIONAL LIABILITY

Beyond the Policy: Tap Into Our Expertise

As a Victor Canada policyholder, you have access to a number of resources and services that have been developed to share our expertise and insights with you. The following initiatives were created with the needs of design professionals in mind:

Pre-claim & Claim Prevention Assistance

This handy service can help address a problem before it turns into a claim. It is our experience that early notice of claims or potential claims provides mitigation opportunities which can result in claim avoidance.

If during the policy period an issue or circumstance emerges relating to your professional services that could lead to a claim, then be sure to report it. We'll investigate and identify next steps. If it's determined that early intervention will serve to avoid a claim or a more significant claim in the future, we will provide assistance in resolving the situation. As stipulated in your policy, we'll pay any costs or expenses incurred to investigate, mitigate or avoid a claim. However, the following criteria must be met:

- You must report the circumstance or situation in accordance with the conditions outlined in Part IV — General Conditions of your policy; and
- It must be determined that there is a common interest in trying to resolve the matter before it escalates to a claim.

When in doubt, contact our claims team who is here to listen and assist you in determining your options.

Reporting a Circumstance

Your insurance policy requires that you report a claim or circumstance to Victor in writing as soon as possible after your first become aware of the claim, circumstance or situation.

- By email: newclaims.ca@victorinsurance.com
- By mail or courier at the following address:
  Victor Insurance Managers Inc.
  500-1400 Blair Towers Place
  Ottawa, Ontario K1J 9B8
  Attention: Claims Department

Risk Management Program

Employing strong risk management practices can give design professional firms an edge in the marketplace. With more than 50 years of experience in professional liability insurance and claims management, we are uniquely positioned to help you manage risk.

Program Benefits

- **Contract Review Service** – Unsure about the impact of an insurance clause in a new contract you are working on? One of our underwriters can conduct a free insurance clause review for you. Ask your broker to co-ordinate.
- **eLearning Centre** – Take our free online courses on written contracts or risk management implications of BIM and LEED. You'll sharpen your risk management skills and earn premium credits towards your Victor professional liability premium. For more details on how to access the eLearning Centre, go to www.victorinsurance.ca/elearning.
- **Risk Management Advisories and Loss Control Bulletins** – We have advisories and bulletins on a wide range of topics that provide valuable insights on how to avoid liability exposures. To access them, go to the "Resources" section of our website at www.victorinsurance.ca.
- **Risk Management Webcasts** – Our annual webcast brings together specialized expertise from underwriting, claims and legal advisors in a panel discussion that provides insights on current industry trends and tactics for effective risk management. Participation is recognized with premium credits. Sign up for our eUpdates to ensure you receive an invitation to this not-to-be-missed education opportunity. Subscribe today at www.victorinsurance.ca/subscribe. (Be sure to select "Risk Management Information — Architects & Engineers".)

For more information on any of these resources or services, go to www.victorinsurance.ca.

Visit us at victorinsurance.ca to learn more.

VICTOR

The contents of this document are subject to the terms and conditions of your policy.

This document is for illustrative purposes only and is not a contract. It is intended to provide a general overview of the information described. Please remember only the insurance policy can give actual terms, coverage, amounts, conditions and exclusions. A program's availability and coverage are subject to individual underwriting criteria.

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Toll Free 800-267-6684
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Policy

Engineers Professional Liability Insurance
Small Firms Program

POLICY NUMBER: SFE600641 REPLACING POLICY: New

CLIENT NUMBER: 487610 BROKER: PAISLEY PARTNERS INC.

DECLARATIONS

1. NAMED INSURED: LUBAN LTD.

2. INSURED'S Address: 7373 LIONSHEAD AVE
NIAGARA FALLS ON L2G 0A6

3. POLICY PERIOD: from 13 August 2022 to 13 August 2025
at 00:01 local time at the INSURED'S
address shown above without tacit renewal

4. Limits of Liability: $ 1,000,000 per CLAIM
$ 1,000,000 per POLICY PERIOD

5. DEDUCTIBLE: $ 0 per CLAIM

6. Premium: $ 6,960 Fixed Premium

Policy Fee: $ 150 payable immediately (fully earned)

** All amounts shown in CDN dollars*

7. Endorsements forming part of this POLICY at issuance: 1 to 2

8. These Declarations provide the above NAMED INSURED with full coverage under the POLICY wording (SFE61300E) which is attached hereto and subject to the above limits of liability and aggregate.

9. The application filed with the INSURANCE MANAGER, on behalf of the INSURED and dated 11 August 2022 , is the basis on which this POLICY is issued.

10. INSURERS:

Aviva Insurance Company of Canada	25.00%
Temple Insurance Company	20.00%
Everest Insurance Company of Canada	20.00%
Arch Insurance Canada Ltd.	17.50%
XL Reinsurance America Inc.	17.50%

It is agreed that the above INSURERS are binding themselves, severally and not jointly, up to the extent of their above proportion only.

For purposes of the Insurance Companies Act (Canada), this document was issued in the course of the subscribing INSURERS' insurance business in Canada.

INSURANCE MANAGER: Victor Insurance Managers Inc.
500-1400 Blair Towers Place
Ottawa, Ontario K1J 9B8

The INSURERS have duly authorized Victor Insurance Managers Inc. to execute and sign this POLICY of insurance.

Note: This POLICY contains terms and conditions which may differ from or be more restrictive than those provided under previous policies. This POLICY contains endorsements which may limit coverage. The wording, including all endorsements, should be read carefully.



Dated: 12 August 2022

David G. Cook, President
Authorized Representative

Victor Canada
500-1400 Blair Towers Place
Ottawa, Ontario K1J 9B8
Telephone 613-786-2000
Facsimile 613-786-2001
Toll Free 800-267-6684
www.victorinsurance.ca

Policy

Engineers Professional Liability Insurance
Small Firm Program

Master Policy *SFE61300E*

Endorsed by: Association of Consulting Engineering Companies - Canada
Engineers Canada

This POLICY is the contract between YOU and the INSURER and was issued in consideration of the premium YOU have agreed to pay. This POLICY was issued in reliance upon the representations which YOU have made and upon the insurance application which forms part of this contract. This is a claims-made and reported POLICY. Please read the entire POLICY carefully.

Part I – Definitions

Throughout this POLICY certain words have been capitalized to indicate that they have a specific meaning as shown below:

1. **Claim**

   (a) A written or oral demand for money or services; or

   (b) a written or oral allegation;

   received by YOU and resulting from a single actual or alleged error, omission or negligent act in YOUR rendering of professional services for others.

2. **Claim Expense(s)**

   All the expenses the INSURER incurs to investigate, defend, settle, mediate, arbitrate or litigate a CLAIM covered by this POLICY. This includes costs and fees for the hiring of investigators, adjusters, experts, consultants, arbitrators, mediators and lawyers, and also court and arbitration costs and costs for the attendance of witnesses other than YOU.

   CLAIM EXPENSE(S) shall also include certain costs as reimbursement for time and reasonable expenses incurred by YOU for YOUR attendance at discoveries, mediation and trial, in the defence of a CLAIM reported under YOUR POLICY.

   Such costs as reimbursement for time shall be for actual hours in YOUR attendance at discovery, mediation and trial, and shall be limited to fifty per cent (50%) of YOUR customary billing rate per hour or $100 per hour, whichever is less.

   Such costs as reimbursement for expenses shall be limited to those amounts reasonably incurred by YOU for YOUR travel, accommodation and meals in YOUR attendance at discovery, mediation and trial.

   Under no circumstances, however, shall the total amount available as reimbursement for time and expenses incurred by YOU exceed $25,000 for all CLAIMS reported per POLICY PERIOD.

3. **Damages**

   Compensatory damages and, where insurable by law, punitive or exemplary damages payable to claimants but does not include interest, fines, penalties (whether contractual or other), or fees which have either not been paid to YOU or which YOU are asked to return.

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4. **Deductible**

The first portion of the payment under Part II for DAMAGES, payable by YOU for each CLAIM and which amount YOU have agreed to pay in consideration for a reduced premium for this POLICY. It is agreed that the INSURER and YOU shall contribute equally towards DAMAGES until YOU have paid the amount indicated in Item 5 of the Declarations.

In the event of a CLAIM, the applicable DEDUCTIBLE shall be that in effect at the time the CLAIM is made against YOU.

The INSURER agrees that YOU shall not be required to pay more than twice the amount indicated as the DEDUCTIBLE in the Declarations of this POLICY for CLAIMS which the INSURER has paid DAMAGES under this POLICY.

The INSURER agrees that YOUR DEDUCTIBLE obligation as indicated in Item 5 of the Declarations is reduced by fifty per cent (50%) for any CLAIM where, within sixty (60) days of our request, YOU provide the INSURANCE MANAGER with a copy of the written agreement that was executed by YOU and YOUR client prior to YOUR performance of the agreed-to professional services giving rise to such CLAIM, and YOU demonstrate, to the INSURANCE MANAGER'S reasonable satisfaction, YOUR compliance with any three (3) of the following five (5) conditions:

(a) payment terms/invoicing and interprofessional agreements;

(b) pre-project planning;

(c) external/internal peer review;

(d) constructability review;

(e) submittal management.

5. **Extended Reporting Period**

The additional period of time in which to report CLAIMS following the expiry of this POLICY, as detailed in Part V of this POLICY.

6. **Insurance Manager**

The insurance administrator under this POLICY who is duly authorized to issue this POLICY as well as to issue and receive notices under this policy for and on behalf of the INSURER, and whose name and address appear in the Declarations. The INSURANCE MANAGER is not a party to this contract of insurance.

7. **Insured(s)**

(a) The NAMED INSURED; and

(b) any present or former partner, officer, director, shareholder or employee of the NAMED INSURED while acting within the scope of their duties for the NAMED INSURED; and

(c) while acting within the scope of their duties for the NAMED INSURED:

(i) any individual or personal corporation employed by the NAMED INSURED under a professional services contract; and

(ii) employees of others on loan to and while working for and under the guidance of the NAMED INSURED.

8. **Insurer**

YOUR insurance companies as subscribed and as indicated in the Declarations.

9. **Named Insured**

The person(s) or organization(s) specifically designated in the Declarations of the POLICY issued to the NAMED INSURED.

10. **Policy**

The POLICY is comprised of the representations made in the application(s) for this insurance, the wording, the Declarations and any endorsements issued to the NAMED INSURED by the INSURANCE MANAGER.

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11. **Policy Period**

The period from the inception date of the POLICY to the expiration date, both as indicated in the Declarations, or such lesser period as a result of the cancellation of the POLICY.

12. **You, Your**

The NAMED INSURED indicated in the Declarations of this POLICY and all other persons or organizations defined as "INSURED(S)" above.

Part II – Insuring Agreements

1. **The Insurer's Obligations**

The INSURER agrees as follows:

(a) **Damages**

The INSURER will pay on YOUR behalf all sums which YOU become legally liable to pay as DAMAGES arising out of a CLAIM providing YOUR legal liability is the result of an error, omission or negligent act in the performance of professional services for others.

The limit of liability indicated in the Declarations is the maximum amount the INSURER will pay as DAMAGES for each CLAIM, no matter how many INSUREDS there are under this POLICY or how many persons or organizations make a CLAIM. The aggregate limit of liability is the maximum amount the INSURER will pay as DAMAGES for all CLAIMS made against YOU during the POLICY PERIOD.

(b) **Defence**

The INSURER will defend a CLAIM for which coverage is provided under this POLICY. The INSURER will conduct such investigation and negotiations, including mediation, as it deems expedient. The INSURER'S obligations to defend YOU cease as soon as their limits of liability have been exhausted.

(c) **Supplementary Payments**

Until the INSURER'S limits of liability are exhausted, the INSURER will pay, for each CLAIM, the following:

(i) CLAIM EXPENSE(S);

(ii) all premiums on appeal bonds and bonds to release attachments. The INSURER has no obligation to furnish such bonds but only to pay the premiums thereon;

(iii) all costs taxed against YOU, all court and arbitration costs owed by YOU and all interest upon that part of a judgment which falls within the remaining limits of liability at the time;

(iv) YOUR expenses incurred for emergency medical and surgical relief to others and which YOU deemed necessary following an accident which YOU honestly believed resulted from YOUR error, omission or negligent act in the performance of professional services for others.

(d) **Expense Reimbursement**

Furthermore, the INSURER will reimburse YOU for the following upon presentation of supporting documentation acceptable to the INSURANCE MANAGER. The INSURER'S limit of liability under each of the following paragraphs (i) to (iv) is $25,000 per POLICY PERIOD. The applicable sublimits are included in the INSURER'S limits of liability.

(i) YOUR legal expenses incurred in the defence of a disciplinary action brought against YOU by YOUR professional licensing body;

(ii) YOUR legal expenses incurred in YOUR defence of a proceeding against YOU under Occupational Health and Safety legislation but only with respect to YOUR provision of professional services for others. The INSURER will not pay any expenses incurred by others and assessed against YOU in such a proceeding;

(iii) in the event that any of YOUR documents have been destroyed, damaged, lost or mislaid, all expenses incurred by YOU in replacing and/or restoring such documents. For the purpose of this coverage, the term "documents" is defined as those used in the rendering of professional services for others;

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(iv) YOUR crisis event expenses incurred as a result of a crisis event that occurs during the POLICY PERIOD.

For the purpose of this coverage, the term "crisis event" is defined as any:

(a) negligence or pollution incident;

(b) death, departure or debilitating illness of a partner, officer, director or member of the NAMED INSURED;

(c) potential dissolution of the NAMED INSURED for any reason other than bankruptcy; or

(d) violent act, kidnapping, sexual assault, criminal firearm use or workplace accident resulting in negative local or national media coverage of the NAMED INSURED;

that the NAMED INSURED reasonably believes will have a material adverse effect upon the NAMED INSURED'S reputation.

Furthermore, the term "crisis event expenses" is defined as reasonable fees, costs and expenses incurred by YOU for consulting services provided by a public relations firm to the NAMED INSURED in response to a crisis event, but only for up to sixty (60) days following a crisis event.

(e) **Breach of Confidentiality**

The INSURER will defend YOU, make supplementary payments with respect to and pay on YOUR behalf all sums which YOU become legally obligated to pay as DAMAGES as a result of a CLAIM made against YOU for an inadvertent breach of confidentiality by YOU arising out of YOUR performance of professional services for others and provided further that YOU are not otherwise insured under any other insurance policy. This coverage is subject to a sublimit of $250,000 per CLAIM and in the aggregate per POLICY PERIOD. This sublimit is included in the INSURER'S limits of liability. Furthermore, the payment of defence costs and supplementary payments will erode this sublimit and the INSURER'S limit of liability.

(f) **Libel and Slander**

The INSURER will defend YOU, make supplementary payments with respect to and pay on YOUR behalf all sums which YOU become legally obligated to pay as DAMAGES as a result of a CLAIM made against YOU for an unintentional libel or slander uttered or published by YOU arising out of YOUR rendering of professional services for others and provided further that YOU are not otherwise insured under any other insurance policy. In the event of a CLAIM, YOU shall, upon the request of the INSURANCE MANAGER, issue, publish or broadcast, in a manner and at such time or times as the INSURANCE MANAGER may determine, an apology and expression of regret in a form, approved by the INSURANCE MANAGER. This coverage is subject to a sublimit of $250,000 per CLAIM and in the aggregate per POLICY PERIOD. This sublimit is included in the INSURER'S limits of liability. Furthermore, the payment of defence costs and supplementary payments will erode this sublimit and the INSURER'S limit of liability.

(g) **Intellectual Property Infringement**

The INSURER will defend YOU, make supplementary payments with respect to and pay on YOUR behalf all sums which YOU become legally obligated to pay as DAMAGES as a result of a CLAIM for any actual or alleged unauthorized use or violation by YOU of any intellectual property, including a certification mark, trademark (including collective or service mark), trade name, trade dress, trade secret or copyright, in the rendering of professional services for others, except for any domestic or foreign patent or patent-related rights and provided that YOU are not otherwise insured under any other insurance policy. This coverage shall be subject to a sublimit of $250,000 per CLAIM and in the aggregate per POLICY PERIOD. This sublimit is included in the INSURER'S limits of liability. Furthermore, the payment of defence costs and supplementary payments will erode this sublimit and the INSURER'S limit of liability.

(h) **Non-Profit Organizations Outside Directorship**

The INSURER will pay on YOUR behalf defence costs and all sums which YOU become legally obligated to pay as DAMAGES as a result of a D&O claim for a D&O wrongful act while acting within YOUR capacity as a duly elected or appointed director of any legally constituted Canadian non-profit organization of a social or business nature provided that the total of the assets plus annual revenues of the organization does not exceed $5,000,000 as of the date of its most recent fiscal year end.

It is also agreed that this coverage is subject to the following provisions:

(i) the outside directorship position is being held at the specific request of the NAMED INSURED;

(ii) such coverage does not apply to D&O claims arising out of or attributable to an allegation of dishonesty against YOU;

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(iii) such coverage does not extend to the organization in which the outside directorship is held or to any other directors and officers of such organization; and

(iv) such coverage is expressly excess of any insurance held by such organization and any indemnification provided by the organization. Further, if such insurance held by the organization is provided by the INSURANCE MANAGER (or would be so provided but for the application of the deductible or the exhaustion of the limit of liability) then the limit of liability for all D&O claims covered under this agreement with respect to any such organization shall be reduced by the limit of liability of such other insurance provided by the INSURANCE MANAGER.

This coverage shall be subject to a sublimit of $250,000 per D&O claim and in the aggregate per POLICY PERIOD. This sublimit is included in the INSURER'S limits of liability. Furthermore, the payment of defence costs will erode this sublimit and the INSURER'S limit of liability.

Furthermore, in the context of this Insuring Agreement 1 (h):

(a) the term "D&O claim" means a written or oral demand for DAMAGES made against YOU and received by YOU;

(b) the term "D&O wrongful act" means any actual or alleged defamation, breach of duty, neglect, error, misstatement, misrepresentation, omission or other act done or attempted by YOU;

(c) the term "defence costs" means reasonable and necessary legal, accounting, adjusting, investigating, expert or appeal expenses incurred for the defence of D&O claims for which coverage is provided by this agreement. Defence costs does not include salaries, wages, overhead or benefit expenses of any INSURED. No defence costs shall be incurred without the INSURER'S consent.

2. **Your Policy Territory**

Except as otherwise stated, coverage shall apply worldwide.

3. **Your Policy Period**

YOUR POLICY covers CLAIMS made against YOU for the first time and reported to the INSURANCE MANAGER during the POLICY PERIOD no matter when the actual or alleged error, omission or negligent act took place.

4. **The Insurer's Limits of Liability**

The maximum amounts the INSURER will pay as DAMAGES per CLAIM and in the aggregate are as indicated in the Declarations of this POLICY and shall apply separately to each twelve (12) month period or part thereof counting from the inception date also indicated in the Declarations, no matter how many INSUREDS there are under this POLICY or how many persons or organizations make a CLAIM.

The INSURER'S obligations to defend YOU and to make supplementary payments are in addition to its limits of liability stipulated in the Declarations of YOUR POLICY on condition that the CLAIM is first made within the territorial limits and jurisdiction of Canada. In all other circumstances, the INSURER'S obligations to make supplementary payments are within the limits of liability.

All CLAIMS, or circumstances of an error, omission or negligent act which might give rise to a CLAIM, which arise from a single error, omission or negligent act shall be considered a single CLAIM regardless of the number of INSUREDS or the number of persons or organizations making a CLAIM.

Part III – The Exclusions to Your Insurance Coverage

1. The INSURER will not pay DAMAGES, provide YOU with a defence or make supplementary payments for CLAIMS arising out of:

(a) YOUR insolvency or bankruptcy or YOUR undergoing receivership or liquidation;

(b) YOUR advising or requiring, or failure to advise or require, any form of insurance, suretyship or bond;

(c) YOUR failure to complete drawings, plans, specifications, reports or schedules on time or YOUR failure to act upon shop drawings on time, unless such failure is the result of an error or inaccuracy in the preparation of these documents;

(d) the liability of others YOU have assumed under contract except that the INSURER will cover YOU for YOUR legal liability and that of YOUR employees, agents, servants and subconsultants to the extent that such liability would have existed in the absence of the contract;

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(e) express warranties, guarantees and penalty clauses YOU have given for the benefit of others unless YOUR legal liability would have already existed at law in the absence thereof;

(f) the performance of services not usual or customary for professional architects or engineers;

(g) representations, forecasts or estimates of profit, return on capital or economic return;

(h) YOUR participation in a joint venture, partnership, association or any other entity which has not been endorsed on this POLICY as an additional NAMED INSURED unless this POLICY was specifically issued for this purpose. This exclusion shall not apply with respect to YOUR participation in a joint venture, partnership or association established with another architectural or engineering firm for the performance of professional services for others covered under the terms of this POLICY;

(i) bodily injury which is actually or allegedly, in whole or in part, directly or indirectly caused by, based upon, or in any way involving asbestos or any material derived therefrom, in whatever form or quantity.

This exclusion applies to such CLAIMS regardless of any other cause or event (whether insured or not) contributing concurrently or in any sequence to the occasioning of the bodily injury.

In the context of this exclusion, the term "bodily injury" means physical injury, sickness, disease, mental anguish, mental suffering or shock, including death resulting from any of these at any time.

(j) YOUR knowledge of CLAIMS or circumstances, reported or not in the application, known to YOU before the effective date of the initial policy issued to YOU and renewed, without interruption, by the INSURANCE MANAGER.

2. The INSURER will not pay DAMAGES, provide YOU with a defence or make supplementary payments for CLAIMS made against YOU:

(a) by a business enterprise:

(i) in which YOU either directly or indirectly have an interest; or

(ii) that directly or indirectly has an interest in YOU;

(b) by any employee, director, partner or officer of any such business enterprise.

This exclusion shall not apply where the interest held by the business enterprise in YOU or the interest held by YOU in the business enterprise, whether held as equity, ownership or voting rights, is less than or equal to twenty-five per cent (25%).

3. The INSURER will not pay DAMAGES, provide YOU with a defence or make supplementary payments for CLAIMS arising out of:

(a) faulty workmanship, construction or work which is alleged or in fact not constructed in accordance with the design of the project or the construction documents unless such CLAIM arises solely out of YOUR provision of field services in YOUR capacity as an architect or engineer;

(b) the design or manufacture of any goods or products sold or supplied by YOU, or designed, manufactured, sold or supplied by others under licence from YOU.

4. The INSURER will not pay DAMAGES, provide YOU with a defence or make supplementary payments for CLAIMS arising out of:

(a) liability imposed by or arising under any *Nuclear Liability Act* or any law governing nuclear energy, or the amendments thereof;

(b) bodily injury or property damage with respect to which an INSURED under this POLICY is also insured under a contract of nuclear energy liability insurance (whether the INSURED is named or unnamed in such contract and whether or not it is legally enforceable by the INSURED) issued by the Nuclear Insurance Association of Canada or any other insurer or group or pool of insurers, or would be an INSURED under any such policy but for its termination upon exhaustion of its limit of liability;

(c) bodily injury or property damage resulting directly or indirectly from the nuclear energy hazard arising from:

(i) the ownership, maintenance, operation or use of a nuclear facility by or on behalf of an INSURED;

(ii) the furnishing by an INSURED of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility; and

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(iii) the possession, consumption, use, handling, disposal or transportation of fissionable substances, or of other radioactive material (except radioactive isotopes, away from a nuclear facility, which have reached the final stage of fabrication so as to be useable for any scientific, medical, agricultural, commercial or industrial purpose) sold, handled, used or distributed by an INSURED.

In the context of this exclusion:

(a) The term "nuclear energy hazard" means the radioactive, toxic, explosive or other hazardous properties of radioactive material.

(b) The term "radioactive material" means uranium, thorium, plutonium, neptunium, their respective derivatives and other compounds, radioactive isotopes of other elements and any other substances that the Canadian Nuclear Safety Commission may, by regulation, designate as being prescribed substances capable of releasing atomic energy, or as being requisite for the production, use or application of atomic energy.

(c) The term "nuclear facility" means:

(i) any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of plutonium, thorium and uranium, or any one or more of them;

(ii) any equipment or device designed or used for:

(a) separating the isotopes of plutonium, thorium and uranium, or any one or more of them;

(b) processing or utilizing spent fuel;

(c) handling, processing or packaging waste;

(iii) any equipment or device used for the processing, fabricating or alloying of plutonium, thorium or uranium enriched in the isotope uranium 233 or in the isotope uranium 235, or any one or more of them, if at any time the total amount of such material in the custody of the INSURED at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(iv) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste radioactive material;

and includes the site on which any of the foregoing is located, together with all operations conducted thereon and all premises used for such operations.

(d) The term "fissionable substance" means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.

(e) With respect to property, loss of use of such property shall be deemed to be property damage.

Part IV – General Conditions

1. **Your Duties in the Event of a Claim**

(a) **What You Must Do**

(i) **Notice**

As soon as YOU become aware of a CLAIM, YOU must immediately provide written notice to the INSURANCE MANAGER at the address indicated in the Declarations or to newclaims.ca@victorinsurance.com, giving all pertinent details as to the circumstances surrounding the CLAIM. As events unfold which may have an effect on the CLAIM, YOU must continue to keep the INSURANCE MANAGER informed.

Notwithstanding the foregoing, any late notice or absence of notice required by this condition shall result in the forfeiture of YOUR rights if the INSURER sustains injury therefrom.

If during the POLICY PERIOD or EXTENDED REPORTING PERIOD YOU become aware of a fact, situation or circumstance which could reasonably give rise to a CLAIM, and YOU deliver written notice thereof to the INSURANCE MANAGER prior to the date of expiry of the POLICY, any CLAIM arising out of such reported fact, situation or circumstance shall be treated as a CLAIM made during the POLICY PERIOD in which such written notice was delivered. The written notice shall include a description of the specific error, omission or negligent act committed by YOU in the rendering of professional services for others which forms the basis of the

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potential CLAIM; the name of the potential claimant(s); and the circumstances by which YOU first became aware of the specific error, omission or negligent act.

(ii) **Co-operation**

YOU must co-operate with the INSURANCE MANAGER and, upon request, provide written statements, submit to examinations and questioning, assist in effecting settlement, secure and give evidence and assist in any reasonable way the INSURANCE MANAGER deems necessary. YOU must give this co-operation at YOUR own cost.

(iii) **Deductible**

YOU must pay YOUR DEDUCTIBLE immediately upon request.

(b) **What You Must Not Do**

(i) **Admissions**

YOU must not admit responsibility, assume any obligation or make any commitment of money or services without the INSURANCE MANAGER'S consent, even if YOU believe there may have been an error, omission or negligent act in the rendering of professional services for others on YOUR part. Any such admission, obligation or commitment will vitiate this POLICY as far as that particular CLAIM is concerned. The only exception to this is the cost of emergency medical or surgical relief to others YOU have incurred in good faith.

(ii) **Recoveries**

YOU must not do anything which will prejudice the INSURER'S rights of recovery against any other party.

2. **Your Consent to Settle**

The INSURANCE MANAGER will not settle any CLAIM without the consent of the NAMED INSURED.

If the NAMED INSURED refuses to consent to the settlement of a CLAIM as recommended by the INSURANCE MANAGER, then all the INSURER'S obligations with respect to that CLAIM will cease. If later YOU settle the CLAIM, or if the matter is resolved through arbitration or litigation, then the INSURER'S liability for that CLAIM shall not exceed the amount for which the CLAIM could have been settled including supplementary payments incurred up to the date of YOUR refusal to consent.

3. **Other Insurance**

If YOU are carrying separate single project coverage with the INSURANCE MANAGER, then this POLICY shall not be called upon and no coverage shall be afforded. This POLICY shall be in excess of all other valid and collectible insurance available to YOU and this POLICY shall not be called upon in contribution.

4. **The Insurer's Rights to Recover From Others**

After the INSURER has paid DAMAGES under this POLICY, YOUR rights to recover against any other party are automatically transferred to the INSURER to the extent of the payment it made. YOU shall do everything needed to assist the INSURER and YOU must not prejudice its rights of recovery.

5. **Assignment of Policy**

YOU cannot assign YOUR rights under this POLICY to anyone else without the INSURANCE MANAGER'S consent. If YOU should be adjudged bankrupt, insolvent, incompetent or die during the POLICY PERIOD, this POLICY will cover YOUR legal representatives in the same manner as it presently covers YOU.

YOU agree that any notice of any kind the INSURANCE MANAGER mails to the NAMED INSURED at the address indicated in the Declarations shall constitute notice to YOUR legal representatives.

6. **More Than One Insured**

If there is more than one NAMED INSURED under this POLICY, then, as far as CLAIMS advanced by others are concerned, this POLICY will be applied as if a separate POLICY had been issued to each. This will not, however, increase the INSURER'S limits of liability.

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7. **The Insurer's Right of Audit**

During the POLICY PERIOD, during any extension thereof and for one year thereafter, the INSURER has the right to inspect YOUR premises and operations, and to examine and audit YOUR books, but strictly as they relate to this POLICY or to the calculation of the premium for this POLICY. The INSURER assumes no responsibility whatsoever by exercising or declining to exercise such right.

8. **Premium**

YOUR premium for this POLICY as indicated in the Declarations is a fixed premium.

9. **Cancellation by You**

YOU may cancel this POLICY at any time by giving the INSURANCE MANAGER notice in writing stating the date the cancellation is to take effect.

10. **Cancellation by the Insurer**

The INSURER may only cancel YOUR POLICY if YOU have not paid the entire premium. The INSURER shall then provide YOU with at least a fifteen (15) days written notice to this effect stating the date on which the cancellation is to take effect.

If following cancellation there is a return premium payable to YOU, the payment of that return premium will be made as soon as possible but the effective date of the cancellation is not contingent upon YOUR receipt of such payment.

11. **Premium Adjustment for Cancellation**

In the event of cancellation by the INSURER, the amount of earned premium calculated upon cancellation shall be computed on a pro rata basis in accordance with the number of days during which the POLICY was in force.

In the event of cancellation by YOU, the amount of earned premium shall be calculated on a short rate basis in accordance with the number of days during which the POLICY was in force.

12. **Notice to Each Other**

The NAMED INSURED shall be considered the agent of all other INSUREDS under this POLICY.

All notices the INSURER sends to YOU under this POLICY must be sent to the NAMED INSURED at the address indicated in the Declarations.

All notices YOU send to the INSURER under this POLICY must be sent to the INSURANCE MANAGER at the address indicated in the Declarations.

13. **Policy Conformity With Statutes**

The terms of this POLICY that are in conflict with the terms of any applicable laws construing this POLICY, including the Quebec Civil Code, are hereby amended to conform to such laws.

14. **Continuity**

In the event this POLICY replaces, without interruption, a prior POLICY issued by the INSURANCE MANAGER, any CLAIMS or circumstances that could reasonably give rise to a CLAIM of which YOU are aware and which YOU report to the INSURANCE MANAGER shall be deemed to have been reported on the date YOU first became aware of such CLAIM or circumstances, and coverage for same will be applied in accordance with the terms, conditions and limits of liability of the POLICY in force on such date.

15. **Trade or Economic Sanctions**

It is agreed that this POLICY does not apply to the extent that trade or economic sanctions, prohibitions, restrictions, or similar laws or regulations prohibit the coverage provided by this POLICY.

It is further agreed that, should the INSURANCE MANAGER be required by any such sanctions, prohibitions, restrictions, laws or regulations to cancel coverage, the INSURANCE MANAGER may also be prohibited from paying any return premium.

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Part V – Extended Reporting Provision

1. The INSURER will provide YOU with an automatic EXTENDED REPORTING PERIOD without additional charge. This period starts upon the expiry of the POLICY PERIOD and lasts for thirty (30) days. The EXTENDED REPORTING PERIOD does not apply to any CLAIM that is covered under any subsequent insurance the INSURED purchases, or that would be covered but for the exhaustion of the limit of liability applicable to such CLAIM(S).

2. The EXTENDED REPORTING PERIOD does not extend the POLICY PERIOD or change the scope of coverage provided, or reinstate or increase the limit of liability stated as such in the Declarations.

3. The EXTENDED REPORTING PERIOD applies only to CLAIMS first made during the POLICY PERIOD or EXTENDED REPORTING PERIOD and reported during the EXTENDED REPORTING PERIOD that result from an error, omission or negligent act in the rendering of professional services for others by the INSURED:

   (a) during the POLICY PERIOD; or

   (b) before the effective date of the initial policy issued and renewed without interruption by the INSURANCE MANAGER.

4. Any CLAIM that is first made and reported to the INSURANCE MANAGER during the EXTENDED REPORTING PERIOD will be deemed to have been reported on the last day of the POLICY PERIOD.

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Victor Canada
500-1400 Blair Towers Place
Ottawa, Ontario K1J 9B8
Telephone 613-786-2000
Facsimile 613-786-2001
Toll Free 800-267-6684
www.victorinsurance.ca

Endorsement

Endorsement No.: 0001
Standard Form: AE32A
Attached to and forming part
of Policy Number: SFE600641

Premium Instalments

It is agreed that the amount shown in Item 6, Premium, of the Declarations is payable in instalments as follows:

6. Premium: $ 6,960

(a) $2,320 payable on 13 August 2022
(b) $2,320 payable on 13 August 2023
(c) $2,320 payable on 13 August 2024

Except as otherwise provided by this endorsement, all terms, provisions and conditions of this POLICY shall have full force and effect.

Victor Canada
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Ottawa, Ontario K1J 9B8
Telephone 613-786-2000
Facsimile 613-786-2001
Toll Free 800-267-6684
www.victorinsurance.ca

Endorsement

Endorsement No.: 0002
Standard Form: AE11B
Attached to and forming part
of Policy Number: SFE600641

Notice of Cancellation

It is agreed that, in the event the INSURER cancels YOUR POLICY, the INSURER undertakes to give forty five (45) days written notice of such cancellation to:

Professional Engineers of Ontario
101-40 Sheppard Ave W
Toronto ON M2N 6K9

Except as otherwise provided by this endorsement, all terms, provisions and conditions of this policy shall have full force and effect.

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Ottawa, Ontario K1J 9B8
Telephone 613-786-2000
Facsimile 613-786-2001
Toll Free 800-267-6684
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Certificate of Insurance

Issued to:	Professional Engineers of Ontario 101-40 Sheppard Ave W Toronto, ON M2N 6K9
	Professional Liability Insurance Policy SFE600641
1. NAMED INSURED:	LUBAN LTD.
2. INSURED'S Address:	7373 LIONSHEAD AVE NIAGARA FALLS ON L2G 0A6
3. POLICY PERIOD:	from 13 August 2022 to 13 August 2025 at 00:01 local time at the INSURED'S address shown above without tacit renewal
4. Limits of Liability:	$ 1,000,000 per CLAIM $ 1,000,000 annual aggregate
5. DEDUCTIBLE:	$ 0 per CLAIM
	** All amounts shown in CDN dollars*

6. INSURERS:	
Aviva Insurance Company of Canada	25.00%
Temple Insurance Company	20.00%
Everest Insurance Company of Canada	20.00%
Arch Insurance Canada Ltd.	17.50%
XL Reinsurance America Inc.	17.50%

This certificate provides the above NAMED INSURED with coverage under the aforementioned POLICY on file with the INSURERS subject to the terms and conditions thereof and the above limits of liability and DEDUCTIBLE.

The policy contains a forty-five (45) day Notice of Cancellation to the certificate holder listed above.

The INSURERS have duly authorized Victor Insurance Managers Inc. to execute and sign this Certificate of Insurance.

Dated: 12 August 2022

David G. Cook, President
Authorized Representative

Victor Canada
500-1400 Blair Towers Place
Ottawa, Ontario K1J 9B8
Telephone 613-786-2000
Facsimile 613-786-2001
Toll Free 800-267-6684
www.victorinsurance.ca

Certificate of Insurance

Issued to:	To Whom It May Concern	
	Professional Liability Insurance Policy SFE600641	
1. NAMED INSURED:	LUBAN LTD.	
2. INSURED'S Address:	7373 LIONSHEAD AVE NIAGARA FALLS ON L2G 0A6	
3. POLICY PERIOD:	from 13 August 2022 to 13 August 2025 at 00:01 local time at the INSURED'S address shown above without tacit renewal	
4. Limits of Liability:	$ 1,000,000 per CLAIM $ 1,000,000 annual aggregate	
5. DEDUCTIBLE:	$ 0 per CLAIM	
	** All amounts shown in CDN dollars*	
6. INSURERS:	Aviva Insurance Company of Canada	25.00%
	Temple Insurance Company	20.00%
	Everest Insurance Company of Canada	20.00%
	Arch Insurance Canada Ltd.	17.50%
	XL Reinsurance America Inc.	17.50%

This certificate provides the above NAMED INSURED with coverage under the aforementioned POLICY on file with the INSURERS subject to the terms and conditions thereof and the above limits of liability and DEDUCTIBLE.

The INSURERS have duly authorized Victor Insurance Managers Inc. to execute and sign this Certificate of Insurance.

Dated: 12 August 2022

David G. Cook, President
Authorized Representative