

cancellation or material change in policy terms to Kincardine which reduces or affects coverage.

Kincardine Responsibilities

- 9. Kincardine shall be responsible to pay for their respective portion of the work as described in paragraphs 2 and 4 and shall reimburse the County 30 days following receipt of the invoice.
- 10. Kincardine shall be responsible to pay for their own legal costs, if any.
- 11. Kincardine shall arrange for and maintain liability insurance, for the joint benefit of Kincardine, with the County named as additional insured as against all claims incurred or suffered in connection with the Work as contemplated by this Agreement, which insurance, at a minimum, shall provide coverage with limits of liability not less than Five Million dollars (\$5,000,000) per incident. Kincardine shall satisfy the County, upon reasonable request, that the premiums of such insurance have been paid and that such insurance is in full force and effect. Kincardine shall give thirty (30) days prior written notice of any cancellation or material change in policy terms to the County which reduces or affects coverage.

Payments

- 12. Kincardine shall be invoiced for their share of costs 30 days following the County's receipt of the invoice from the contractor.
- 13. It is agreed that employee labour and equipment costs supplied directly by Kincardine, or the County and related to the work will be absorbed by the Party supplying the labour or equipment without payment by the other Parties.
- 14. Each Party will indemnify and save the other harmless from claims arising from the project and related to the work in the same proportion as each party is obligated to pay for their share of the work as provided for in this agreement.

Project Ownership

- 15. It is agreed that the intersection streetlights at the intersection of Bruce Road 20 and Farrell Drive shall be under the jurisdiction of the County and that the County shall be responsible for the hydro, operating and maintenance costs of the intersection streetlights.

IN WITNESS WHEREOF the Parties have affixed their respective corporate seals and attested to by the signature of the signing officers of Kincardine and the County.

Signed, Sealed and Delivered

) The Corporation of the
) Municipality of Kincardine
) Per: _____
) Mayor Anne Eadie
)
) Per: _____
) CAO, Sharon Chambers
) We have authority to bind the
) Corporation.
)

) The Corporation of the
) County of Bruce
) Per: _____
) Warden, Mitch Twolan
)
) Per: _____
) Clerk, Donna Van Wyck
)
) We have authority to bind the
) Corporation.