# TOWNSHIP OF BLANDFORD-BLENHEIM COUNCIL MEETING AGENDA

Wednesday, November 20, 2019 Township Council Chambers 47 Wilmot Street South, Drumbo 4:00 p.m.

- 1. Welcome
- 2. Call to Order
- 3. Approval of the Agenda
- 4. Disclosure of Pecuniary Interest
- 5. Adoption of Minutes
  - a. November 6, 2019 Minutes of Council
- 6. Business Arising from the Minutes
- 7. Delegations / Presentations
  - a. Aran Myers, Frank Cowan Company Re: 2029 Insurance Renewal

#### Recommendation:

That Whereas a representative from Frank Cowan Company Limited attended the meeting to discuss the Township's Comprehensive Insurance Program for the period January 1, 2020 to December 31, 2020;

Be It Resolved That Council approve the report from Frank Cowan Company Limited as presented.

# 8. Public Meetings

- a. Public Meeting Under the Planning Act
  - i. Application for Zone Change, ZN 1-19-13, Greg Magda

#### Recommendation:

That the Council of the Township of Blandford-Blenheim approve the zone change application submitted by Greg Magda whereby the lands described as Part Lot 19, Concession 2 (Blenheim), Township of Blandford-Blenheim are to be rezoned from

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'General Agricultural Zone (A2)' to 'Special General Agricultural Zone (A2-26)' to permit a greenhouse operation for the production of various greenroof systems on an existing undersized farm parcel.

# 9. Correspondence

- b. General
- c. Specific

# 10. Staff Reports

- a. Rick Richardson Director of Protective Services
  - i. FC-19-12– Monthly Report

Recommendation:

That Report FC-19-12 be received as information.

# b. John Scherer – Chief Building Official

i. CBO-19-17- Monthly Report

Recommendation:

That Report CBO-19-17 be received as information.

# c. Denise Krug – Director of Finance/Treasurer

i. TR-19-19 – 2020 Salaries and Wages

Recommendation:

That Report TR-19-19 be received as information;

And further that the remuneration for Council members, Volunteer Fire Fighters, Fence-Viewers, Livestock Valuers, Police Service Board and Property Standards Committee members and all Township employees, with the exception of those affected by minimum wage legislation, be increased effective January 1, 2020 by 1.9%.

ii. TR-19-20 – 2020 Summer Students

Recommendation:

That council authorize the hiring of 5 summer students in 2020 as set out in report TR-19-20.

# d. Rodger Mordue - CAO/Clerk

i. CAO-19-15 – OPP Contract

Recommendation:

That Report CAO-19-15 be received; and,

That staff be directed to bring forward a by-law to authorize entering into a five year agreement for the provision of police services under section 10 of the Police Services Act with the Ontario Provincial Police.

ii. CAO-19-16 – Station Street property sale

Recommendation:

That report CAO-19-16 be received; and,

That the Mayor and Clerk be authorized to execute any and all documents required for the sale of the property located on Station Street Drumbo being Plan 41R-9908, Part 1 to Jonathan and Kristy Steen.

# 11. Reports from Council Members

- 12. Unfinished Business
- 13. Motions and Notices of Motion
- 14. New Business
- 15. Closed Session
  - a. A proposed or pending acquisition or disposition of land by the municipality or local board

Verbal report from Mayor and CAO

# 16. By-laws

a. 2161-2019

Being a by-law to provide for the sale of property on Station Street to John and Kristy Steen.

# b. 2162-2019

Being a By-law to amend zoning By-law 1360-2002, as amended (Magda)

# c. 2163-2019

Being a By-law to authorize the execution of an Agreement between the Ministry of Community Safety and Correctional Services of Ontario ("Ontario") and The Corporation of the Township of Blandford-Blenheim ("the municipality") for the provision of Police Services.

# d. 2164-2019

Being a By-law to confirm the proceedings of Council.

# 17. Other

# 18. Adjournment and Next Meeting

Wednesday, December 4, 2019 at 2:00 p.m. in Council Chambers.

# **MINUTES**

Council met at 4:00 p.m. for their first regular meeting of the month.

Present: Mayor Peterson, Councillors Balzer, Banbury, Demarest

Staff: Baer, Bell, Borton, Harmer, Krug, Mordue, Richardson.

Other: Rebecca Smith, Oxford County Planner

Mayor Peterson in the Chair.

# 1. Welcome

# 2. Call to Order

# 3. Approval of the Agenda

**RESOLUTION #1** 

Moved by – Councillor Balzer Seconded by – Councillor Demarest

Be it hereby resolved that the agenda for the October 6, 2019 Meeting of Council be adopted with the elimination of the Public Meeting. Planning Report ZN 1-18-13 to be considered in the Staff Reports section of the agenda.

.Carried

# 4. Disclosure of Pecuniary Interest

None.

# 5. Adoption of Minutes

**RESOLUTION #2** 

Moved by – Councillor Balzer Seconded by – Councillor Demarest

Be it hereby resolved that the minutes of the October 16, 2019 Meeting of Council be adopted, as printed and circulated.

.Carried

# 6. Business Arising from the Minutes

None.

# 7. Delegations / Presentations

a. Enbridge Gas Inc.

Don Beauchamp of Enbridge Gas presented Chief Richardson with a donation to the Blandford-Blenheim Fire Department. Rick Finnemore of the Ontario Fire Marshall and emergency Management Office was also in attendance.

**RESOLUTION #3** 

Moved by – Councillor Balzer Seconded by – Councillor Demarest

Be it hereby resolved that the delegation from Enbridge Gas Inc. be received.

.Carried

# 8. Public Meetings

None.

# 9. Committee of Adjustment

**RESOLUTION #4** 

Moved by – Councillor Balzer Seconded by – Councillor Demarest

Be it hereby resolved that Council move into Committee of Adjustment at 4:08 p.m.

.Carried

**RESOLUTION #5** 

Moved by – Councillor Balzer Seconded by – Councillor Demarest

Be it hereby resolved that the Committee rise at 4:32 p.m. and the Open Council meeting resumes.

.Carried

# 10. Correspondence

#### a. General

i. Municipality of Prescott, Provincial consultation on the transformation of Building Services in Ontario

**RESOLUTION #6** 

Moved by – Councillor Balzer Seconded by – Councillor Demarest

That the correspondence from the Municipality of Prescott regarding Provincial consultation on the transformation of Building services in Ontario be received; and,

That the Township of Blandford-Blenheim support the Municipality of Prescott regarding the proposed changes to the Building Code Act with regard to Building Service delivery.

.Carried

# b. Specific

i. County of Oxford Report PW 2019-44, Transitioning the Blue Box Program to Full Extended Producer Responsibility

**RESOLUTION #7** 

Moved by – Councillor Balzer Seconded by – Councillor Demarest

That the correspondence from County of Oxford regarding Report PW 2019-44, Transitioning the Blue Box Program to Full Extended Producer Responsibility be received.

.Carried

ii. County of Oxford Report PW 2019-44, Transitioning the Blue Box Program to Full Extended Producer Responsibility

**RESOLUTION #8** 

Moved by – Councillor Balzer Seconded by – Councillor Demarest

That the correspondence from the County of Oxford regarding Report CP 2019-273, Municipal Implications of Bill 109, the "More Homes, More Choice Act, 2019" be received.

.Carried

iii. County of Oxford Report PW 2019-44, Transitioning the Blue Box Program to Full Extended Producer Responsibility

**RESOLUTION #9** 

Moved by – Councillor Banbury Seconded by – Councillor Demarest

That the correspondence from the County of Oxford regarding Report CP 2019-206, Provincial Statement (PPS) Review be received.

.Carried

# 11. Staff Reports

- a. Rebecca Smith Development Planner, Oxford County Community Planning
  - i. CP 2019-356 Commencement of Housekeeping Amendment Zoning By-law No. 1360-2002

**RESOLUTION #10** 

Moved by – Councillor Banbury Seconded by – Councillor Demarest

That Report CP 2019-356 be received as information; and,

That Staff be authorized to commence the process of housekeeping amendments to Township Zoning By-law 1360-2002

.Carried

ii. Application for Zone Change (Supplementary Report, ZN 1-18-13, Lawrence Beckett

**RESOLUTION #11** 

Moved by – Councillor Banbury Seconded by – Councillor Demarest

That the Council of the Township of Blandford-Blenheim deny the zone change application submitted by Lawrence Beckett for lands described as Part Lot 13 & 14, Concession 8 (Blenheim), Township of Blandford-Blenheim for rezoning from 'Special Temporary General Agricultural Zone (A2-23T)' to 'Special General Agricultural Zone (A2-23)' to permit a trailer on the property.

.Carried

# b. Jim Borton - Director of Public Works

i. PW-19-28 – Monthly Report

**RESOLUTION #12** 

Moved by – Councillor Banbury Seconded by – Councillor Demarest

That report PW-19-28 be received as information.

.Carried

# c. Jim Harmer - Drainage Superintendent

i. DS-10-29 – Monthly Report

**RESOLUTION #13** 

Moved by – Councillor Banbury Seconded by – Councillor Demarest

That Report DS-19-29 be received as information.

.Carried

# d. Trevor Baer – Manager of Community Services

i. CS-19-13 – Monthly Report

**RESOLUTION #14** 

Moved by – Councillor Banbury Seconded by – Councillor Demarest

That report CS-19-13 be received as information.

.Carried

# e. Denise Krug – Director of Finance/Treasurer

i. TR-19-17 – 3<sup>rd</sup> Quarter Interim Variance Report

**RESOLUTION #15** 

Moved by – Councillor Demarest Seconded by – Councillor Banbury

That report TR-19-17 be received as information.

.Carried

i. TR-19-18 – 2020 Fees and Charges

**RESOLUTION #16** 

Moved by – Councillor Demarest Seconded by – Councillor Banbury

That report TR-19-18 be received as information; and,

That Council authorize the Director of Finance to prepare a fees and charges bylaw for consideration at the December 4, 2019 Council meeting.

.Carried

# 12. Reports from Council Members

Mayor Peterson commented on the regional review, and spoke about the decision made by the Premier of Ontario was good for the Township.

Mayor Peterson reported on upcoming Remembrance Day ceremonies happening across the Township.

# 13. Unfinished Business

# 14. Motions and Notices of Motion

None.

# 15. New Business

None.

# 16. Closed Session

None.

# 17. By-laws

**RESOLUTION #17** 

Moved by – Councillor Demarest Seconded by – Councillor Banbury

Be it hereby resolved that first and second reading be given to the following By-laws:

- By-law 2160-2019, Being a By-law to confirm the proceedings of Council

.Carried

**RESOLUTION #18** 

Moved by – Councillor Demarest Seconded by – Councillor Banbury

Be it hereby resolved that third and final reading be given to the following By-laws:

- By-law 2160-2019, Being a By-law to confirm the proceedings of Council

.Carried

.Carried

# 18. Other Business

None.

# 19. Adjournment and Next Meeting

**RESOLUTION #19** 

Moved by – Councillor Banbury Seconded by – Councillor Balzer

Whereas business before Council has been completed at 5:10 p.m.;

Be it hereby resolved that Council does now adjourn to meet again on Wednesday, November 20, 2019 at 4:00 p.m. in Council Chambers for regular meeting.

Mark Peterson, Mayor	Rodger Mordue CAO / Clerk
Township of Blandford-Blenheim	Township of Blandford-Blenheim



Prepared by:
Aran Myers
Regional Manager

Ref 06300/kn

29 October 2019

75 Main Street North Princeton, ON NOJ 1V0 1-800-265-4000 frankcowan.com We have
updated and enhanced
our property wordings.
See the Property Highlights
Sheet for more information.

Built with integrity, leading through innovation.



# **About Frank Cowan Company**

Frank Cowan Company is a leader in providing specialized insurance programs, including risk management and claims services to municipalities, healthcare, education, community, children's and social service organizations across Canada. Proven industry knowledge, gained through nine decades of partnering with insurance companies and independent brokers, gives Frank Cowan Company the ability to effectively manage the necessary risk, advisory and claims services for both standard and complex issues.

Frank Cowan Company Limited is affiliated with Cowan Insurance Group Ltd., The Guarantee Company of North America and Millennium Credit Risk Management Limited through common ownership under Princeton Holdings Limited.

Frank Cowan Company is a Managing General Agent (MGA) with the authority to write and service business on behalf of strategic partners who share our commitment and dedication to protecting specialized organizations. Because our partners are long-term participants on our program, they understand the nature of fluctuating market conditions and complex claims and are prepared to stay the course.

THE ADVANTAGE OF A MANAGING GENERAL AGENT The MGA model is different than a traditional broker/insurer arrangement in that an MGA provides specialized expertise in a specific, niche area of business. As an MGA we also offer clients additional and helpful services in the area of risk management, claims and underwriting. And unlike the reciprocal model, a policy issued by an MGA is a full risk transfer vehicle not subject to retroactive assessments but rather a fixed term and premium.

We invite you to work with a partner who is focused on providing a complete insurance program specific to your organization that includes complimentary value-added services that help drive down the cost of claims and innovative first to market products and enhancements. You will receive personalized service and expertise from a full-service, local and in-house team of risk management, claims, marketing and underwriting professionals.

As a trusted business partner, we believe in participating in and advocating for the causes that affect our clients. For this reason, we affiliate with and support key provincial and national associations. In order for Frank Cowan Company to be effective in serving you, we, as an MGA, believe in fully understanding your needs, concerns and direction. Our support is delivered through thought leadership, financial resources, advocacy, services, education and more.

RISK MANAGEMENT SERVICES We are the leader in specialized risk management and place emphasis on helping your organization develop a solid plan to minimize exposure before potential incidents occur. Risk management is built into our offerings for all clients, fully integrated into every insurance program. Our risk management team is comprised of analysts, inspectors and engineers who use their expertise to help mitigate risk. We do everything we can to minimize your exposure before potential incidents occur. This includes providing education, road reviews, fleet reviews, contract analysis and property inspections.

**CLAIMS MANAGEMENT SERVICES** Our in-house team of experts has the depth of knowledge, experience and commitment to manage the complicated details of claims that your organization may experience. You deal with the public often in sensitive instances where serious accusations can be made. Your claims are often long-tail in nature and can take years to settle. Some claims aren't filed until years after the occurrence or accident. You want a team of professionals on your side that will vigorously defend your reputation. We understand your risks and your exposures and have maintained a long-term commitment to understanding the complex issues your organization may face so that we can better service your unique claims requirements.

# **Best in Class Value-Added Services**

Frank Cowan Company offers more than just an insurance policy. As a leading MGA specializing in public entities, we provide Canadian municipalities with a complete insurance program. What's the difference? A vested interest in helping you reduce your total cost of risk while providing you with complimentary best in class value-added services that help improve your overall performance.

# **ADVOCACY & MUNICIPAL ASSOCIATION SUPPORT**

Frank Cowan Company employees are continually recruited to serve on legislative committees and are aware of changes that will be introduced. We can move quickly to help you begin to modify your policies and procedures to maintain regulatory compliance.

Frank Cowan Company advocates and supports your municipal associations across the country.



























# **RISK MANAGEMENT SERVICES**

# Asset Valuation and Risk Inspections

Inspections provide you with calculated reconstruction costs for insurance purposes and ensure insurance to value. Inspections also analyze potential areas of harm and provide risk recommendations to reduce the frequency and severity of incidents.

# Roads & Sidewalks

# **Road Risk Assessment**

Non-repair of road liability claims are costly to defend, result in high court awards and greatly impact a municipality's cost of risk. To help municipalities minimize exposure to non-repair of road claims, road assessments can be employed to review documentation, compliance with the Ontario Traffic Manual, adequacy of policies and procedures and select road segments.

#### Sidewalk Services

Our sidewalk consulting services can help to reduce the frequency of falls on your sidewalks.

# **Driver Trainer**

Fleets and individual drivers can receive comprehensive driver training through the use of seminars, tools and guidelines that assist with everything from preemployment checklists and driver management polices to defensive and cooperative driving education.

# Fleet Management Evaluation

Have your municipality's fleet risk management practices evaluated. Topics for review include: management structure with the fleet, areas of operation/travel, driver training/hiring practices and loss control management.

# **MMS Compliance**

Our Minimum Maintenance Standards (MMS) compliance analysis focuses on reviewing your policies/procedures/ documentation and comparing these to the required standards set under the MMS as well as the best practices developed by the Ontario Good Roads Association

# **Municipal Education**

#### **Education & Seminars**

Over 10,000 municipal employees from almost every department have received training from Frank Cowan Company over the past few years. Training can be provided through customized sessions on the topics of your choosing or be tied to a policy/procedure review or claims review. We can also provide training through a webinar format and record these webinars so your managers can use them at any time to train new staff or as a refresher for existing staff. We have also partnered with Ontario Good Roads Association and the Association of Ontario Road Supervisors to provide technical training on several books of the Ontario Traffic Manual. Every year we offer Regional Training Sessions to larger audiences on topics such as Building Inspection Losses, Fleet Safety, Trails and Cycling on Municipal Roads. We are always interested in hearing from you as to the type of training your municipality requires.

# Frank Cowan Company Institute of Municipal Risk Management

Register for courses specific to your role as a Councillor or municipal employee. The Institute is a collaborative initiative with the Association of Ontario Municipalities and features a variety of courses. Content rich material will help participants identify existing and emerging risks; become familiar with laws, statutes and legislation; and understand the importance of risk management protocols relating to a variety of municipal areas such as roads, sidewalks and claims management. Visit municipaleducation.ca for more information or to register.

# **Reviews & Analysis**

#### **Contract Reviews**

This complimentary service is among our most popular because a third-party contract review can make a substantial difference. You'll receive valuable feedback and insight from a Paralegal on the suitability and effectiveness of liability provisions and insurance clauses in contracts and agreements.

# **Policy and Procedural Reviews**

Includes an audit of systems and processes to reduce potential losses within your organization. Reviews focus on identifying gaps or inconsistencies between written policies and procedures, operational procedures and current legislation. The review also includes a claims analysis to identify trends, patterns and adherence or its lack of to the written operational policies and procedures.

# Online Resource Library - Risk Management Centre of Excellence

You'll receive access to hundreds of relevant and helpful resources and templates designed to provide you with the tools needed to manage municipal risk.

# **CLAIMS SERVICES**

# Claims Management Best Practices Framework

Manage claims under your deductible with greater efficiency using our tested claims analytics and measures that are guaranteed to have a positive effect on cost savings. Couple this with strong claims and risk management and your organization will be better prepared to help mitigate and manage future incidents.

#### In-House Claims Management Services

Your claims will be handled better. We have in-house claims authority – others may not. Why does this matter? You'll experience faster turnaround, one point of contact, reduced frustration, better claims resolution and improved expense management.

# **Claims History Analysis**

Identify the cause of claims and focus on trends and patterns to help eliminate risk sources.

# **Guidewire ClaimCenter® Claims Management**

View the status of claims in addition to data mining capabilities for risk management purposes so as to better identify risk trends and address them with mitigation techniques.

#### Claims Education

Customized municipal seminars on claims related topics delivered to solve specific risk issues.

#### **Expertise**

Canadian municipal claims experience and expertise is important. Our understanding of the complex municipal landscape allows us to better service your unique claims requirements.

# **Your Insurance Coverage**

# **Schedule of Coverage**

(Coverage is provided for those item(s) indicated below)

# Casualty

Coverage Description (\$) *Deduct		(\$) Limit of Insurance		
General Liability (Occurrence Form)  Broad Definition of Insured	25,000	15,000,000 Per Claim No Aggregate		
Voluntary Medical Payments		50,000 Per Person 50,000 Per Accident		
Voluntary Property Damage		50,000 Per Occurrence 50,000 Annual Aggregate		
Voluntary Compensation - Employees		50,000 Each Person 250,000 Annual Aggregate		
Sewer Backup	25,000 Per Claimant	Included		
Wrongful Dismissal (Legal Expense – Claims Made)	5,000	250,000 Per Claim 250,000 Aggregate		
Forest Fire Expense		1,000,000 1,000,000 Aggregate		
Errors & Omissions Liability (Claims Made Form)	5,000	15,000,000 Per Claim No Aggregate		
Non-Owned Automobile Liability		15,000,000		
Legal Liability for Damage to Hired Automobiles	500	250,000		
Environmental Liability (Claims Made Form)	5,000	2,000,000 Per Claim 4,000,000 Aggregate		

<sup>\*</sup>Your deductible may be a Deductible and Reimbursement Clause (including expenses) refer to Policy Wordings

Follow Form - Excess Liability

Coverage Description		(\$) Limit of Insurance
Excess Limit		5,000,000
Underlying Policy	(\$) Underlying Limit	
General Liability	15,000,000	
Errors & Omissions Liability	15,000,000	
Non-Owned Automobile	15,000,000	
Owned Automobile	15,000,000	

Total Limit of Liability (\$) 20,000,000

(Coverage is provided for those item(s) indicated below)

# Crime

Coverage Description	(\$) Deductibles	(\$) Limit of Insurance
Employee Dishonesty – Form A (Commercial Blanket Bond)		1,000,000
Loss Inside the Premises (Broad Form Money & Securities)		300,000
Loss Outside the Premises (Broad Form Money & Securities)		300,000
Audit Expense		200,000
Money Orders and Counterfeit Paper Currency		200,000
Forgery or Alteration (Depositors Forgery)		1,000,000
Computer and Transfer Fraud (Including Voice Computer Toll Fraud)		200,000

# Accident

Coverage Description	(\$) Deductibles	(\$) Limit of Insurance
Board Members: Persons Insured – Mayor, Four (4) Councillors and Two (2) Police Members		
Board Members Accidental Death & Dismemberment		250,000
Paralysis		500,000
Weekly Income – Total Disability		500
Weekly Income – Partial Disability		300
Accidental Death of a Spouse while Travelling on Business		Included
Volunteers Accidental Death & Dismemberment		50,000
Paralysis		100,000
Weekly Income – Total Disability		500
Weekly Income – Partial Disability		250

# **Conflict of Interest**

Coverage Description	(\$) Deductibles	(\$) Limit of Insurance
Legal Fees Expenses	Nil	100,000 Per Claim No Aggregate

# Legal Expense (Claims Made)

Coverage Description	(\$) Deductibles	(\$) Limit of Insurance
Legal Defence Cost	Nil	100,000 500,000 Aggregate

(Coverage is provided for those item(s) indicated below)

# **Property**

Coverage is on an All Risk Basis unless otherwise specified.

Basis of Settlement is Replacement Cost unless otherwise specified

The Deductible is on a Per Occurrence Basis

Coverage Description	(\$) Deductibles	Basis	(\$) Limit of Insurance
Property of Every Description - Blanket	10,000	RC	18,969,900
Excluded Item or Locations	Refer to Schedule		Refer to Schedule

Property Supplemental Coverage (Included in the Total Sum Insured unless otherwise specified in the wording)			
Building By-laws	10,000	Included	
Building Damage by theft	10,000	Included	
Debris Removal	10,000	Included	
Electronic Computer Systems			
Electronic Computer Hardware and Media	10,000	Included	
Electronic Computer Systems Breakdown	2,500	88,300	
Electronic Computer Systems – Extra Expense	2,500	10,000	
Extra Expense Period of Restoration	10,000	90 Days	
Expediting Expense	10,000	Included	
Fire or Police Department Service Charges	10,000	Included	
First Party Pollution Clean-up	10,000	Included	
Fungi and Spores	10,000	10,000	
Furs, Jewellery and Ceremonial Regalia			
Ceremonial Regalia	10,000	Included	
Furs and Jewellery	10,000	25,000	
Inflation Adjustment	10,000	Included	
Live Animals Birds or Fish	10,000	25,000	
Newly Acquired Property	10,000	Included	
Professional Fees	10,000	Included	
Property and Unnamed Locations	10,000	Included	

Property Temporarily Removed Including while on Exhibition and during Transit	10,000	Included
Recharge of Fire Protection Equipment Expense	10,000	Included
Sewer Backup and Overflow	10,000	Included

Public Entity Extension Endorsement (In Addition to the Total Sum Insured unless specifically	scheduled in the wordin	g)
Accounts Receivable	10,000	500,000
Bridges and Culverts	10,000	50,000
Buildings Owned due to Non Payment of Municipal Taxes	10,000	100,000
Buildings in the Course of Construction Reporting Extension	10,000	1,000,000
By Laws – Governing Acts	10,000	25,000
Consequential Loss Caused by Interruption of Services	1	
On Premises	10,000	Included
Off Premises	10,000	1,000,000
Cost to Attract Volunteers Following a Loss	10,000	10,000
Docks, Wharves and Piers	10,000	100,000
Errors and Omissions	10,000	Included
Exterior Paved Surfaces	10,000	50,000
Extra Expense	10,000	500,000
Fine Arts	<u>'</u>	
At Insured's Own Premises	10,000	25,000
On Exhibition	10,000	100,000
Fundraising Expenses	10,000	10,000
Green Extension	10,000	50,000
Growing Plants		
Any One Item	10,000	1,000
Per Occurrence	10,000	100,000
Ingress and Egress	10,000	Included
Leasehold Interest	10,000	25,000
Master Key	10,000	25,000
Peak Season Increase	10,000	25,000

Personal Effects	10,000		25,000	
Property of Others	10,000	25,000		
Rewards: Arson, Burglary Robbery and Vandalism	10,000	25,000		
Signs	10,000		Included	
Vacant Property	10,000		1,000,000	
Valuable Papers	10,000		500,000	
Business Interruption				
Rent or Rental Value	10,000	500,000		
Additional Endorsements				
Earthquake – Other Property	10,000	Included		
Earthquake – Buildings	Not Applicable		Excluded	
Flood – Other Property	10,000	Included		
Flood – Buildings	Not Applicable	Excluded		
(\$) Total Amount of Insurance 21,649,900				
RC = Replacement Cost ACV = Actual Cash Value VAL = Valued				

(Coverage is provided for those item(s) indicated below)

# **Equipment Breakdown (TechAdvantage)**

Coverage Description	(\$) Deductibles / Waiting Period	(\$) Limit of Insurance
Direct Damage	10,000	50,000,000 Per Accident
Loss of Arena Revenues	24 Hours	1,000 Daily Indemnity 90,000 Total limit of loss
Extra Expense		500,000
Spoilage		50,000
Expediting Expense		Included
Hazardous Substances		500,000
Ammonia Contamination		500,000
Water Damage		500,000
Professional Fees		500,000
Civil Authority or Denial of Access		30 days
Errors and Omissions		250,000
Data Restoration		50,000
By-Law Cover		Included
Off Premises Transportable Object		10,000
Brands and Labels		100,000
Green Coverage		50,000
Environmental Efficiency *Will not show on Declarations Page		Up to 150% of Loss
Anchor Locations		Included
Service Interruption *Will not show on Declarations Page		Included Within 1000 metres
Contingent Business Interruption		25,000
Public Relations Coverage		5,000

(Coverage is provided for those item(s) indicated below)

Owned Automobile					
Coverage Description	(\$) Deductibles	(\$) Limit of Insurance			
Liability					
Bodily Injury	F 000	15,000,000			
Property Damage	5,000	Included			
Accident Benefits		As stated in Section 4 of the Policy			
Uninsured Automobile		As stated in Section 5 of the Policy			
Direct Compensation – Property Damage					
*This policy contains a partial payment of recovery clause for property damage if a deductible is specified for direct compensation-property damage.					
Loss or Damage**					
Specified Perils (excluding Collision or Upset)					
Comprehensive (excluding Collision or Upset)					
Collision or Upset					
All Perils	5,000	Included			
Endorsements					
GCNA #3 - Equipment Endorsement		Included			
GCNA #4 - Fire Department Vehicles		Included			
GCNA #8 - Replacement Cost		Included			
#5 - Permission to Rent or Lease Automobiles and Extending Coverage to Specified Lessee(s)		Included			
#21B - Blanket Fleet Coverage		Pro Rata			
** This policy contains a partial payment of loss clause.  A deductible applies for each claim except as stated in your policy.					

# **Facility User Solution**

Coverage Description	(\$) Deductibles	(\$) Limit of Insurance
Commercial General Liability		2,000,000
Tenant's Legal Liability – Any One Premises		2,000,000
Medical Expenses – Per Person		10,000
Non-Owned Automobile		2,000,000

# **Account Premium**

Prior Term Total Annual Premium (Excluding Taxes Payable)

\$ 244,907

**Total Annual Premium** (Excluding Taxes Payable)

\$ 264,314

Please refer to the insurance contract for all limits, terms, conditions and exclusions that apply. The premium quoted is subject to a 15% minimum retained (unless otherwise stated).

# **Cost Analysis**

	Expiring Program Term		 Renewal Program Term	
Casualty				
General Liability	\$	149,021	\$ 162,434	
Errors and Omissions Liability		14,648	14,941	
Non-Owned Automobile Liability		200	200	
Environmental Liability		5,757	5,757	
Crime		1,000	1,000	
Board Members Accident		372	372	
Volunteers' Accident		150	150	
Conflict of Interest		480	480	
Legal Expense		1,200	1,200	
Facility User Solution		828	828	
Property				
Property		30,965	32,799	
Equipment Breakdown		1,707	1,741	
Automobile				
Owned Automobile		36,768	40,445	
Excess				
Follow Form - 1 <sup>st</sup> Layer		1,811	1,967	
Total Annual Premium (Excluding Taxes Payable)	\$	244,907	\$ 264,314	

# **Changes to Your Insurance Program**

Please be advised of the following changes to your insurance program that now apply:

# **Property Policy**

Buildings Values have been increased in order to reflect inflationary trends.

### Non-Owned Automobile Policy and Rented Vehicles

Non-Owned Auto Coverage includes the SEF 94 endorsement – Legal Liability (Physical Damage) to a Hired/Rented Auto. Coverage is automatic for short term rentals (less than 30 days). If rentals are automatically renewed on a regular basis (for consecutive 30 day periods) coverage is required under the auto policy, #OPCF 27B endorsement and will be charged for accordingly. Please review this exposure and advise us of the details.

# **Environmental Wording Changes**

We have amended the look of our Environmental Form. It is now in our standard font. We have also added quotations around defined terms throughout the wording.

We have updated the following exclusions to follow industry standard and have incorporated these into the wording.

- War
- Fungi
- Nuclear
- Terrorism
- Data
- Asbestos

Previously the Fungi, Nuclear, Terrorism, Data and Asbestos exclusions were added via separate endorsements.

#### **Automobile Policy**

 Effective October 18, 2018, convictions under the Criminal Code of Canada that would result in no insurance coverage have been updated to include drugs and a combination of drugs and alcohol. The new Auto Policy wording is available upon request.

# **Program Options**

Frank Cowan Company offers a comprehensive insurance program. Outlined below are the program options, followed by your current coverage highlights.

#### 1. Errors and Omissions

To increase the present Deductible from \$5,000 to \$10,000 with respect to the Errors & Omissions policy would result in an annual savings of \$1,048.

#### 2. Environmental Liability

To increase the present Deductible from \$5,000 to \$10,000 with respect to the Environmental policy would result in an annual savings of \$403.

### 3. Crime Coverage - Fraudulently Induced Transfer Coverage

Fraudulently Induced Transfer Coverage is now available. Covers a loss when an Insured under the policy has been intentionally mislead by someone claiming to be a vendor, client or another employee of the company and the Insured has transferred, paid or delivered money or securities to this third party.

For coverage information and available options refer to the Fraudulently Induced Transfer Endorsement Coverage Highlights Sheet.

### 4. Board Members' Accident

24 Hour coverage extension is available (subject to Board Member's occupations).

Critical Illness coverage is available. See attached Highlight Sheet for details.

A quote is available on request (subject to satisfactory review of completed application for each Insured)

#### 5. Excess Follow form

To increase the Excess of the Primary Limit from \$5,000,000 to \$10,000,000 (\$25,000,000 of protection through a \$15,000,000 Primary and a \$10,000,000 Excess layer) with respect to the Community Services General Liability and Non-Owned Automobile policies would require an additional annual premium of \$1,264.

# 6. Active Assailant and Associated Coverages

Frank Cowan Company has partnered with XLCatlin, a market leader in writing Terrorism Risk, to offer a suite of Terrorism and Associated Coverages.

You have the option to select one or any combination of the following (Separate Policies):

- Active Assailant Event Insurance
- Chemical, Biological, Radiological and Nuclear (CBRN) Insurance
- Terrorism Property Insurance
- Terrorism Liability Insurance

For coverage information, please refer to the Terrorism and Associated Coverage Options.

An application is required to quote.

# 7. Cyber Liability

Organizations rely on technology and the safe processing and storage of data to conduct business on a daily basis. Ensuring the security of data information is becoming an increasingly difficult task, especially considering changing regulations. A failure in technology or data breach can have significant consequences not only on the balance sheet but also to your organization's reputation.

Cyber Risk Insurance is available. See the attached Cyber Risk Approximate Premium Indication/Cyber Risk Quotation. Our Cyber Insurance Brochure provides details on coverage. **A completed application is required prior to binding.** 

# **Description of Coverages**

Frank Cowan Company offers a Comprehensive Insurance Program to meet your needs.

"Your Insurance Coverage" provides a summary of current coverages, limits and deductibles included in this proposal.

Highlights of coverage follow providing a summary of coverage. Highlight pages may include description of optional coverages.

# MUNICIPAL LIABILITY COVERAGE HIGHLIGHTS

#### **OVERVIEW**

The Frank Cowan Company are specialists at insuring Public Entities. Our liability wording has been specially designed to meet the unique needs of these types of risks.

# **COVERAGE**

- Limits up to \$50,000,000 available.
- Occurrence coverage with no General Aggregate.
- Territory World-wide for all coverage.
- Products and Completed Operations liability arising out of the Insured's operations conducted away from the Insured's premises once those operations have been completed or abandoned. An Aggregate limit may apply for limits in excess of \$25,000,000.
- Bodily Injury including coverage for assault and battery.
- Personal Injury coverage broad coverage (including advertising coverage) for acts that violate or infringe on the rights of others.
- Liquor Liability for bodily injury or property damage imposed upon an Insured by a Liquor Liability Act.
- Blanket Contractual for liability assumed by the Insured in contracts, whether reported to the insurer or not.
- Products Liability legal liability incurred by an Insured because of injury or damage resulting from a product's exposure.
- Professional/Malpractice Liability including for bodily injury or property damage from professional exposures.
- Abuse Liability for the entity insured.
- Employers Liability providing coverage for liability to employees for work-related bodily injury or disease, other than liability imposed on the Insured by a workers compensation law.
- Sewer backup Liability
- Watercraft Liability full coverage with no restrictions.
- Tenants legal liability
- Cross Liability
- Broad Definition of Insured.

# **COMMON ENDORSEMENTS**

In addition to the base wording, we have many optional endorsements to tailor coverage for individual accounts including:

- Wrongful Dismissal (Legal Expense)
- Forest Fire Expense
- Marina Liability Extension
- Sexual Abuse Therapy and Counselling Extension for long term care homes.
- Other endorsements specifically crafted for a particular exposure.

## **COVERAGE IS PROVIDED FOR UNIQUE EXPOSURES**

- Products and Completed Operations Aggregate Limit may come into play for exposures such as road
  maintenance, snow removal, garbage collection / waste disposal, street cleaning or other duties that the
  Insured Municipality has to perform on behalf of third parties.
- Assault and battery coverage is imperative when there are security exposures (e.g. police).
- Products exposures such as utilities (e.g. water) are covered.
- Full Malpractice including Medical Malpractice as well as professional exposures are covered.
- Professional exposures include those such as medical, engineering, design errors or building inspection operations.
- Abuse and Professional Liability as we have no exclusions for abuse, professional liability, negligent hiring
  practices or failure to supervise we provide exceptionally broad coverage for health risks such as long term care
  homes.

# PUBLIC ENTITY ERRORS AND OMISSIONS LIABILITY COVERAGE HIGHLIGHTS

#### PUBLIC ENTITY ERRORS AND OMISSIONS INSURANCE

Public Entity Errors and Omissions Insurance (E&O) Coverage protects risks from civil litigation caused by allegations of professional negligence or failure to perform professional duties. Errors and Omissions focuses on providing coverage when there is financial loss to a third party (rather than bodily injury or property damage as general liability does).

#### **FEATURES**

**Limits** Typically limits follow that of our Liability. We have the availability to offer up to

\$50,000,000.

**Defence Costs**Over and above the Limit of Insurance. Whether a potential claim is baseless, or not,

mounting legal expense can have serious monetary consequences for an Insured.

**No Annual Aggregate** With higher out of court settlements and increased damage awards, large or even a series

of small claims can quickly erode an annual aggregate limit.

Claims Made Policy Pays for claims occurring and reported during the policy period. Our policy provides

retroactive coverage (no date need be specified) and stipulates that a claim is first known

only when written notice is first received.

Claims Definition The definition of claim also includes arbitration, mediation or alternative dispute resolution

proceedings.

Insured Definition Includes Councilors, Statutory Officers, Council Committees, Firefighters, Employees and

Volunteers.

# **COVERAGE IS PROVIDED FOR UNIQUE EXPOSURES**

**Insurance** No exclusion for failure to procure or maintain adequate insurance bonds or coverage (e.g.

construction projects).

**Benefit Plans** Errors or Omissions in administering Employee Benefit Plans are covered.

**Misrepresentations** Municipal governments are required to provide information with respect to local matters

and must ensure the information which is provided is accurate, true and not misleading.

Our definition of a Wrongful Act covers misstatements or misleading statements.

Other Specialists and

Services

Covers errors or omissions when they are rendered in connection with operations that are typical of public sector such as those of building inspections, zoning, planning, developing

or regulating by-laws. Officials and employees acting in good faith are often times the

subject of lawsuits.

# NON-OWNED AUTOMOBILE COVERAGE HIGHLIGHTS

# **OVERVIEW**

Non-Owned and hired automobile liability insurance covers bodily injury and property damage caused by a vehicle not owned by the Insured (including rented or borrowed vehicles). Coverage is provided for Third Party Liability arising from the use or operation of any automobile not owned or licensed in the name of the Insured if it results in bodily injury (including death), property damage (if the property was not in possession of the Insured) to a third party.

#### **FEATURES**

# SEF No. 96 Contractual Liability:

 When renting a vehicle you engage in a contractual relationship with the rental company where you assume liability for the operation of the automobile. It is therefore important that contractual coverage is added to the policy by way of an endorsement known as SEF (Standard Endorsement Form) No. 96. Contractual Liability coverage is automatically provided for all written contractual agreements with our Non-Owned Automobile coverage.

# SEF No. 99 Long Term Lease Exclusion:

 When Contractual Liability is provided under the policy there is also an exclusion for Long Term Leased vehicles SEF No. 99. This excludes coverage for vehicles hired or leased for longer than a certain period such as 30 days.
 Territory:

The Non-Owned Automobile policy provides coverage while in Canada and United States.

#### **Termination Clause:**

 The standard termination clause has been amended in that the Insured may still provide notice of cancellation at any time, however, the Insurer must provide ninety days' notice of cancellation to the Insured rather than the standard 15 or 30 days.

# SEF No. 94 Legal Liability (Physical Damage) to a Hired/Rented Automobile:

We automatically provide coverage for damage to a vehicle that you have hired or rented. Coverage is provided
via endorsement SEF No. 94. We automatically provide 'All Perils' coverage. The limit of coverage will vary per
client.

# **ADDITIONAL INFORMATION**

Courts have repeatedly held that when an automobile is used on a person's behalf or under a person's direction, that person (or entity) has a responsibility for the operation of the automobile and may be held liable for damages in the event of an accident even though he or she is not the owner or driver of the vehicle. This common law principle has been supported by a number of court decisions making an employer responsible for the use and operation of an automobile when an employee is operating an automobile (not owned by the employer) while being used for the employer's business.

# ENVIRONMENTAL COVERAGE HIGHLIGHTS

#### **OVERVIEW**

Pollution incidents are a significant risk that can result in serious harm to public health and safety as well as to the environment.

We provide pollution liability insurance for claims for third party bodily injury and property damage. Coverage is provided on a blanket basis resulting from pollution conditions on or migrating from premises owned, occupied, rented or leased by the insured that are discovered and are reported during the policy period. The policy responds to events that are gradual in nature as well as those that are sudden and accidental, causing third party damage whether pollutants are released on land, into the atmosphere or in the water.

# **FEATURES**

#### **Defence Costs**

 Our Defence costs are over and above the limit of insurance and will respond even if allegations are groundless or false.

#### Storage Tanks

 Seepage or leakage from both above and below ground storage tanks are covered without being specifically listed on the policy.

#### **Territory**

Worldwide territory.

#### **Limits of Insurance**

• Both a 'per incident' and an 'aggregate' limit is applicable.

#### ADDITIONAL INFORMATION

Environmental exposures pose an imminent and substantial threat to public health, safety or welfare or to the environment. Exposures could stem from: wastewater treatment plants, electric utility plants, construction sites, flood and rainwater runoff or retention basins, underground fuel storage tanks, herbicides, pesticides, and fertilizers, road salts and chemicals used to de-ice roads and bridges, contaminated waste from medical facilities or health clinics, marina's, fire-fighting chemicals or even contaminated swimming pools.

An environmental exposure arising from sewers is covered under our liability.

# CRIME COVERAGE HIGHLIGHTS

#### **OVERVIEW**

Our crime coverage is one of the broadest and most flexible in the industry. An Insured may elect to purchase any or all of the Standard Crime Coverage we have available. In addition to the Standard crime coverage the Insured may elect to also purchase any of our Optional Coverages.

# **Optional Crime Coverage Includes:**

- Extortion Coverage (Threats to persons and property).
- Pension or Employment Benefit Plan coverage.
- Residential Trust Fund Coverage.
- Credit Card Coverage.
- Client Coverage (Third Party Bond).
- Fraudulently Induced Transfer Coverage (otherwise known as Social Engineering). Separate Coverage Highlights Sheet for Fraudulently Induced Transfer Coverage is available.

For more information on our Optional Coverage refer to our Crime Coverage Options Highlight Sheet.

# FEATURES OF OUR STANDARD CRIME COVERAGE

Below is a brief description of the Standard Crime Coverage an Insured may elect to purchase:

# **Employee Dishonesty - Form A Commercial Blanket Bond**

 This protects the employer from financial loss due to the fraudulent activities of an employee or group of employees. The loss can be the result of theft of money, securities or other property belonging to the employer.

# Loss Inside and Loss Outside the Premises (Broad Form Money and Securities)

 Covers loss by theft, disappearance, or destruction of the Insured's money and securities inside the Insured's premises (or Insured's bank's premises) as well as outside the Insured's premises while in the custody of a messenger.

# Money Orders and Counterfeit Paper Currency

## **Covers Loss**

- Due to acceptance of a money order that was issued (or is purported to have been issued) by a post office or express company; and
- From the acceptance of counterfeit paper currency of Canada or the United States.

#### **Forgery and Alteration**

 Covers loss due to dishonesty from a forgery or alteration to a financial instrument (cheque, draft or promissory note).

#### **Audit Expense**

• Coverage for the expenses that are incurred by the Insured for external auditors to review their books in order to establish the amount of a loss. This is a separate limit of insurance.

# **Computer and Transfer Fraud (Including Voice Computer Toll Fraud)**

- Loss caused when money, securities, or other property is transferred because of a fraudulent computer entry
  or change. The entry or change must be within a computer system that the Insured owns (and on their
  premises).
- Loss caused when money or securities are transferred, paid, or delivered from the Insured's account at a financial institution based on fraudulent instructions (at the financial institutions premises).
- Voice computer toll fraud covers the cost of long distance calls if caused by the fraudulent use of an account code or a system password.

# BOARD MEMBERS' (INCLUDING COUNCILLORS') ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGE HIGHLIGHTS

AD&D AND PARALYSIS LIMITS	OPTION	1 OPTION
Accidental Death or Dismemberment (including loss of life and hearlysis Coverage – 200% of Accidental Death and Dismember Permanent Total Disability - Accidental Death and Dismemberm	erment Limit	\$250,00
WEEKLY INDEMNITY	OPTION	I 1 OPTION
Total Loss of Time	\$300	\$50
Partial Loss of Time	\$150	\$30
ACCIDENT REIMBURSEMENT - \$15,000		
Chiropractor	Crutches <sup>†</sup>	
Podiatrist/Chiropodist	Splints <sup>†</sup>	
Osteopath	Trusses <sup>†</sup>	
Physiotherapist	Braces (excludes dental bra	aces)†
Psychologist	Casts <sup>†</sup>	4000)
Registered or Practical Nurse	Oxygen Equipment – Iron Lu	ına
Trained Attendant or Nursing Assistant <sup>‡</sup>	Rental of Wheelchair	i ig
Transportation to nearest hospital <sup>†</sup>	Rental of Hospital Bed	
Prescription drugs or Pharmaceutical supplies <sup>‡</sup>	Blood or Blood Plasma <sup>‡</sup>	
		nital room†
Services of Physician or Surgeon outside of the province †Maximum \$1,000 per accident. ‡If prescribed by physician	Semi Private or Private hos	spital room+
DENTAL EXPENSES		
Dental Expenses		\$5,00
OCCUPATIONAL RETRAINING – REHABILITATION		
Retraining – Rehabilitation for the Named Insured		\$15,00
Spousal Occupational Training		\$15,00
REPATRIATION		
Repatriation Benefit (expenses to prepare and transport body he	ome)	\$15,00
DEPENDENT CHILDREN – PER CHILD		
Dependent Children's Education (limit is per year- maximum 4 y	rears)	\$10,00
Dependent Children's Daycare (limit is per year- maximum 4 ye		\$10,00
TRANSPORTATION/ACCOMMODATION (WHEN TREATMENT IS OVER 100KM FROM RESIDI	ENCE)	
Transportation costs for the Insured when treatment is over 100		\$1,50
Transportation and accommodation costs when Insured is being		
·		
HOME ALTERNATION AND VEHICLE MODIFICATIO		045.0
Expenses to modify the Insured's home and/or vehicle after an a	accidént.	\$15,00
SEATBELT DIVIDEND		
10% of Principal Sum		\$25,00

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Benefit for loss of life			\$10,000
IDENTIFICATION BENEFIT			
Benefit for loss of life			\$5,000
EYEGLASSES, CONTACT LENSE	S AND HEARING AI	DS	
When Insured requires these items due to			\$3,000
CONVALESCENCE BENEFIT – PE	R DAY		•
Insured Coverage One Family Member Coverage			\$100 \$50
One Family Member Coverage			φου
WORKPLACE MODIFICATION BE	NEFITS		
Specialized equipment for the workplace.			\$5,000
ELECTIVE BENEFITS			
Complete Fractures Skull	Ф Г 200	Foot & Toes	<b>Ф 2 200</b>
Lower Jaw	\$ 5,200 \$ 2,800	Two or More Ribs	\$ 2,200 \$ 1,900
Collar Bone	\$ 2,800 \$ 2,800	Colles' fracture	\$ 1,900 \$ 2,800
Shoulder Blade	\$ 2,600 \$ 3,500	Potts' fracture	\$ 2,600 \$ 3,400
Shoulder Blade complications	\$ 3,700 \$ 3,700	Dislocation	φ 3,400
Thigh	\$ 4,600	Shoulder	\$ 2,200
Thigh/hip joints	\$ 4,600	Elbow	\$ 2,200
Leg	\$ 3,500	Wrist	\$ 2,500
Kneecap	\$ 3,500	Hip	\$ 4,600
Knee/joint complications	\$ 4,000	Knee	\$ 3,500
Hand/Fingers	\$ 2,200	Bones of Foot or Toe	\$ 2,500
Arm (between shoulder & elbow)	\$ 4,600	Ankle	\$ 2,800
Forearm (between wrist & elbow)	\$ 2,800		÷ =,000
AGGREGATE LIMIT			
Aggregate Limit only applicable when 2 or	r more board members	are injured in same accident.	\$ 2,500,000

# **COVERAGE EXTENSIONS**

- Standard coverage is applicable while the Insured is 'On Duty'. Coverage for Accidents that may occur 24/7 may be purchased.
- Accidental Death of a Spouse While Travelling on Business is automatically included when this coverage is
  purchased. This endorsement provides for Accidental Death of a spouse when the spouse is travelling with an
  Insured Person on business. Coverage applies while travelling to or from such an event and /or if the loss of life
  occurs within one year of the accident.
- When Board Members' Accidental Death and Dismemberment Coverage is purchased, the Insured also has the option to purchase Critical Illness Coverage.

#### ADDITIONAL INFORMATION

- Loss of life payments up to 365 days from date of Accident or if permanently disabled up to 5 years.
- Weekly Indemnity coverage pays in addition to Elective Benefits.
- Weekly Indemnity payments take other income sources into consideration (e.g. automobile, CPP, group plans).
- Coverage is applicable to Insured 80 years of age or under.

# VOLUNTEERS' ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGE HIGHLIGHTS

ADOD	AND	DADAL	VOICE	INDITO
ADAD	ANI)	PARAI	Y 515 1	IIVII I 5

Accidental Death or Dismemberment	\$50,000
Paralysis Coverage – 200% of Accidental Death and Dismemberment Limit	\$100,000

# **WEEKLY INDEMNITY**

	<b>*</b>
Total Loss of Time	\$500
Partial Loss of Time	\$250
† Volunteer must be gainfully employed immediately prior to an accident for weekly indemnity benefits	•

**ACCIDENT REIMBURSEMENT - \$15,000** 

Chiropractor Crutches<sup>†</sup>
Podiatrist/Chiropodist Splints<sup>†</sup>
Osteopath Trusses<sup>†</sup>

Physiotherapist Braces (excludes dental braces)<sup>†</sup>

Psychologist Casts<sup>†</sup>

Registered or Practical Nurse Oxygen Equipment – Iron Lung

Trained Attendant or Nursing Assistant<sup>‡</sup>

Rental of Wheelchair

Transportation to nearest hospital<sup>†</sup>

Rental of Hospital Bed

Prescription drugs or Pharmaceutical supplies<sup>‡</sup>

Blood or Blood Plasma<sup>‡</sup>

Services of Physician or Surgeon outside of the Semi Private or Private hospital room<sup>‡</sup>

province

†Maximum \$1,000 per accident. ‡If prescribed by

physician.

#### **DENTAL EXPENSES**

Dental Expenses \$5,	,000
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## **OCCUPATIONAL RETRAINING - REHABILITATION**

Retraining – Rehabilitation for the Volunteer	\$15,000
Spousal Occupational Training	\$15,000

## REPATRIATION

Repatriation Benefit (expenses to prepare and transport body home)	\$15,000
Repairation Denetit (expenses to prepare and transport body nome)	Ψ10,000

#### **DEPENDENT CHILDREN – PER CHILD**

Dependent Children's Education (limit per year- maximum 4 years)	\$10,000
Dependent Children's Daycare (limit per year- maximum 4 years)	\$10,000

# TRANSPORTATION/ACCOMMODATION (WHEN TREATMENT IS OVER 100KM FROM RESIDENCE.)

Insured Coverage	\$1,500
Family Member	\$15,000

#### HOME ALTERATION AND VEHICLE MODIFICATION

Expenses to modify the Insured's home and/or vehicle after an accident	\$15,000
Expenses to moonly the insureds home analyot vehicle after an accident	313 000

# **SEATBELT DIVIDEND**

10% of Principal Sum when proof of wearing a seatbelt.

\$5,000

# **FUNERAL EXPENSE**

Benefit for loss of life.	\$10,000
IDENTIFICATION BENEFIT	
Transportation and accommodation costs for family member to identify Insured's remains.	\$5,000
EYEGLASS, CONTACT LENSES AND HEARING AIDS	
When Insured requires these items due to an accident.	\$3,000
CONVALESCENCE BENEFIT – PER DAY	
Confined to hospital.	\$100
Out patient.	\$ 50
WORKPLACE MODIFICATION BENEFITS	
Specialized equipment for the workplace.	\$5,000
AGGREGATE LIMIT	
Aggregate Limit only applicable when 2 or more volunteers are injured in same accident.	\$ 1,000,000

# **ADDITIONAL INFORMATION**

- Loss of life payments up to 365 days from date of Accident Weekly Indemnity payments take other income sources into consideration (e.g. automobile, CPP, group plans).
- Coverage is applicable to Insured 80 years of age or under.
- Coverage is afforded to the Volunteer only when they are 'On Duty'.

# CONFLICT OF INTEREST COVERAGE HIGHLIGHTS

#### **OVERVIEW**

Conflict of Interest can be described as a situation in which public servants have an actual or potential interest that may influence or appear to influence the conduct of their official duties or rather divided loyalties between private interests and public duties.

Conflict of Interest coverage provides protection for the cost of legal fees and disbursements in defending a charge under the Municipal Conflict of Interest Act (or other similar Provincial Legislation in the respective province of the Insured).

# **FEATURES**

Coverage is offered as a standalone coverage providing the client a separate limit of insurance that is not combined with any other coverage such as legal expense coverage.

- Per Claim Limit only No Annual Aggregate.
- Coverage provided on a Reimbursement Basis.

#### COVERAGE DESCRIPTION

Coverage is provided for legal costs an Insured incurs in defending a charge under the Provincial Conflict of Interest Act if a court finds that:

- · There was no breach by the Insured; or
- The contravention occurred because of true negligence or true error in judgment; or
- The interest was so remote or insignificant that it would not have had any influence in the matter.

# ADDITIONAL INFORMATION

Coverage is provided for elected or appointed members of the Named Insured including any Member of its Boards, Commissions or Committees as defined in the 'Conflict of Interest Act' while performing duties related to the conduct of the Named Insured's business.

Conflict of Interest coverage is applicable to only those classes of businesses that are subject to the Municipal Conflict of Interest Act (or other similar Provincial legislation in the respective province of the Insured).

### LEGAL EXPENSE COVERAGE HIGHLIGHTS

#### **COVERAGE FEATURES**

We offer comprehensive Legal Expense Coverage to protect an Insured against the cost of potential legal disputes arising out of your operations.

- Coverage will pay as costs are incurred.
- Broad Core Coverage.
- Optional Coverage.
- Coverage for Appeals for Legal Defence Costs and any Optional Coverage purchased.
- Unlimited Telephone Legal Advice and access to Specialized Legal Representation in event of legal disputes.
- Additional Optional Coverage available.
- Broad Definition of Insured including managers, employees and volunteers.

#### **BROAD CORE COVERAGE**

The core coverage provides Legal Defence Costs for:

- Provincial statute or regulation (including human rights tribunals).
- Criminal Code Coverage when being investigated or prosecuted. Coverage is applicable whether pleading guilty or a verdict of guilt is declared.
- Civil action for failure to comply under privacy legislation.
- Civil action when an Insured is a trustee of a pension fund for the Named Insured's employees.

#### **OPTIONAL COVERAGE**

In addition to the Core Coverage an Insured can mix and match any of the following Optional Coverage:

- Contract Disputes and Debt Recovery
- Statutory License Protection
- Property Protection
- Tax Protection

#### LIMITS AND DEDUCTIBLES

- Coverage is subject to an Occurrence and an Aggregate Limit.
- The Core Coverage is typically written with no deductible however a deductible may be applied to Optional Coverage.

#### **EXCLUSIONS**

- Each Insuring Agreement is subject to Specific Exclusions and Policy Exclusions.
- Municipal Conflict of Interest Act (or other similar provisions of other Provincial legislation) is excluded.
   \* Conflict of Interest Coverage may be provided under a separate policy for eligible classes of business.

#### TELEPHONE LEGAL ADVICE AND SPECIALIZED LEGAL REPRESENTATION

- General Advice (available from 8 am until 12 am local time, 7 days a week).
- Emergency access to a Lawyer 24 hours a day, 7 days a week.
- Services now automatically include the option of using an appointed representative from a panel of Lawyers with expertise in a variety of areas.

#### CLIENT MATERIAL AND WALLET CARD

- The 'Legal Expense Important Information' wording attached to each policy explains the steps that are to be taken in event of a claim.
- A wallet card is now attached to the policy which the Named Insured can copy & distribute to each Insured (e.g. managers, employees, etc.).

### PROPERTY COVERAGE HIGHLIGHTS

#### **OVERVIEW**

Property insurance is about planning for the unexpected and protecting your physical assets in order to minimize your business disruption should a loss occur. It is important that your property insurance includes broad coverage to protect these assets (e.g. buildings and other property you own, lease or are legally liable for) from direct physical loss.

We will work closely with you to customize a property coverage solution. We cover a wide variety of property, including buildings, inventory and supplies, office furniture and fixtures, computers, electronics, equipment (including unlicensed mobile equipment, maintenance and emergency equipment) and other unique property.

The Frank Cowan Company property wording is flexible and adaptable. Your policy will be comprised of a Base Property Wording and a Public Entity Extension of Coverage Endorsement as well as any miscellaneous or specific endorsements to tailor coverage to meet your needs.

#### **FEATURES AND BENEFITS**

Features and Benefits include:

- Coverage is typically written on an all-risk basis including replacement cost.
- Our standard practice is to write property on a Property of Every Description (POED) or blanket basis, however, coverage can be scheduled separately if required.
- No margins clause and no statement of values required.
- We have two Deductible Clauses: A standard Deductible Clause and a Dual Policy
  Deductible Clause. The Dual Policy Deductible clause states how a deductible will be
  applied when there is both an automobile policy and a property policy involved in the same
  loss (when both policies are written with Frank Cowan Company).
- Worldwide Coverage
- Unlicensed Equipment (e.g. Contractors Equipment): Automatically includes Replacement Cost as the basis of settlement regardless of age. This can be amended to an Actual Cash Value (ACV) or Valued basis if required (applicable only if the Insured owns the unlicensed equipment).
- Flood and Earthquake coverage are available.

#### SUPPLEMENTAL COVERAGE UNDER THE BASE PROPERTY WORDING

The Base Property Wording automatically includes numerous Supplemental Coverages such as:

- Building Bylaws
- Building Damage by Theft
- Debris Removal Expense
- Electronic Computer Systems
- Expediting Expense
- Fire or Police Department Service
- First Party Pollution Clean-Up Coverage
- Fungi (covers the expense for any testing, evaluating or monitoring for fungi or spores required due to loss)

- Furs, Jewellery and Ceremonial Regalia
- Inflation Adjustment
- Live Animals, Birds or Fish
- Newly Acquired Property
- Professional Fees
- Property at Unnamed Locations
- Property Temporarily Removed including while on Exhibition and during Transit
- Recharge of Fire Protective Equipment
- Sewer Back Up and Overflow

**Note:** The Supplemental Coverage does not increase your Total Sum Insured in most cases.

#### PUBLIC ENTITY EXTENSIONS OF COVERAGE ENDORSEMENT

Each Extension of Coverage has an individual Limit of Insurance and will be shown on the Summary of Coverage/Declarations Page.

The Limit of Insurance for each Extension of Coverage is over and above the Total Sum Insured (unless shown as 'included' on the declarations or otherwise stipulated within the wording).

Limits of Insurance available for each Extension of Coverage will vary based on the individual risk.

- Accounts Receivable
- Bridges and Culverts
- Building Coverage Owned Due to the Non Payment of Municipal Taxes – Named Perils Coverage applies.
- Building(s) in the Course of Construction Reporting Extension
- By Laws Governing Acts
- Consequential Loss caused by Interruption of Services
- Cost to Attract Volunteers Following a Loss
- Docks, Wharves and Piers
- Errors and Omissions
- Exterior Paved Surfaces
- Extra Expense
- Fine Arts at Own Premises and Exhibition Site
- Fundraising Expenses

- Green Extension
- Growing Plants
- Ingress and Egress
- Leasehold Interest
- Master Key
- Peak Season Increase
- Personal Effects
- Property of Others
- Rewards: Arson, Burglary, Robbery and Vandalism
- Signs
- Vacant Properties Named Perils
   Coverage applies on an Actual Cash
   Value basis.
- Valuable Papers

# EQUIPMENT BREAKDOWN TECHADVANTAGE HIGHLIGHTS

#### **OVERVIEW**

Property policies typically exclude losses that Equipment Breakdown Insurance is designed to cover. Equipment Breakdown Coverage insures against losses (property damage and business interruption) resulting from 'accidents' (as defined in the wording) to various types of equipment such as pressure, mechanical, electrical and pressure equipment (called "objects" in the policy). Coverage also extends to electronic equipment for 'electronic circuitry impairment'. Coverage typically extends to production machinery unless specifically excluded.

#### **FEATURES**

Coverage is extended to pay for:

**Property Damage:** The cost to repair or replace damaged equipment or other covered property, including computers, due to a covered accident.

**Business Income:** The loss of business income due to an interruption caused by a covered accident from the date of loss until such equipment is repaired or replaced or could have been repaired or replaced plus additional time to allow your business to become fully operational.

**Extra Expense:** Additional costs (e.g., equipment rental) you incur after a covered loss to maintain normal operations. **Expediting Expenses:** The cost of temporary repairs or to expedite permanent repairs to restore business operations.

**Service Interruption:** Business income and extra expense resulting from a breakdown of equipment owned by a supplier with whom the Insured has a contract to supply a service. If there is no contract, the equipment must be within 1000 metres of the location.

**Data Restoration:** The restoration of data that is lost or damaged due to a covered loss.

**Demolition:** Building demolition and rebuilding required by building laws.

Ordinance or law: The additional costs (other than demolition) to comply with building laws or codes.

**Other Coverage:** Spoilage, Hazardous Substances, Ammonia, Water damage, Professional Fees, Errors and Omissions, Newly Acquired Locations, Civil Authority or Denial of Access.

#### **COVERAGE AUTOMATICALLY INCLUDES:**

**Microelectronics Coverage:** Provides insurance when physical damage is not detectable or when firmware or software failure causes non-physical damage. Triggered when covered equipment suddenly stops functioning as it had been and that equipment or a part containing electronic circuitry must be replaced.

**Cloud Computing – Service Interruption:** Pays for business interruption and extra expense when your cloud computing service provider experiences an outage due to an equipment breakdown.

**Cloud Computing – Data Restoration:** Pays for data restoration for data lost when stored and managed by a cloud computing service provider that experiences an equipment breakdown.

**Off Premises Transportable Objects:** Extends coverage to transportable equipment anywhere in North America. **Anchor Location**: (when business income coverage is purchased) expands Business Income coverage resulting from a covered accident at an anchor location that attracts customers to an insured location.

**Environmental Efficiency and Green Coverage:** Pays for upgrades to more energy efficient or environmentally friendly equipment.

**Brands and Labels:** Pays for the cost of removing labels or additional cost of stamping salvaged merchandise after a loss.

#### **OTHER BENEFITS**

**Public Relations Coverage:** (when business income coverage is purchased other than extra expense) pays for public relations assistance to help manage your reputation that may be damaged by business interruption or data loss.

**Contingent Business Interruption:** (when business income coverage is purchased other than extra expense) pays for Business Income resulting from a covered accident to property not owned, operated or controlled by the Insured.

#### **OPTIONAL COVERAGE**

The coverage is included only if specified limits of insurance are shown on the Schedule of Coverage. A quote may be available (a completed application may be required).

**Data Compromise Coverage:** Up to \$50,000 (Annual Aggregate) for an Insured affected by a data breach. When a data breach occurs involving personal identifying information (information not typically available to the public) coverage includes expenses you incur for:

- o Legal Counsel: to determine how you should best respond to the breach.
- o Forensic Services: to help assess the nature and extent of the compromise.
- o Regulatory Notification: to provide notification to the Office of the Privacy Commissioner of Canada.
- Notification and Services to Affected Individuals: a packet of customer support information, access to a
  helpline, fraud alert for the affected individuals, identity restoration case management for victims of identity
  theft caused by the breach.
- Public Relations Services: to assist in restoring your reputation.

**Identity Recovery Coverage:** Up to \$15,000 (Annual Aggregate) for an Insured affected by identity theft. Coverage applies to an Insured that is a sole proprietor, a partner if the Insured is a partnership, a chief executive in a corporation or a senior ministerial employee for religious institutions. Coverage is provided for various additional and unexpected expenses an individual will sustain due to an identity theft such as: costs for credit reports, lost wages, costs for the supervision of children, elderly or infirm dependents.

#### ADDITIONAL INFORMATION

BI&I automatically provide inspection services for boilers and pressure vessels to satisfy the provincial inspection requirements on our behalf.

## OWNED AUTOMOBILE COVERAGE HIGHLIGHTS

#### **OVERVIEW**

We can provide mandatory automobile coverage for all licensed vehicles owned and/or leased by the Insured.

#### **FEATURES**

#### Third-Party Liability Coverage:

Coverage is provided for Third Party Liability (bodily injury and property damage) protecting you if someone else
is killed or injured, or their property is damaged. It will pay for claims as a result of lawsuits against you up to the
limit of your coverage, and will pay the costs of settling the claims. Coverage is for licensed vehicles you own
and/or leased vehicles.

#### Standard Statutory Accident Benefits Coverage:

We automatically provide standard benefits if you are injured in an automobile accident, regardless of who
caused the accident. Optional Increased Accident Benefits Coverage is available upon written request.

#### Optional Statutory Accident Benefits Coverage - Available upon request

 Including coverage for: Income Replacement; Caregiver, Housekeeping & Home Maintenance; Medical & Rehabilitation; Attendant Care; Enhanced Medical Rehabilitation & Attendant Care; Death & Funeral; Dependent Care; Indexation Benefit (Consumer Price Index) – Ontario

#### **Direct Compensation Property Damage:**

Covers damage to your vehicle or its contents, and for loss of use of your vehicle or its contents, to the extent that
another person was at fault for the accident as per statute.

#### **Physical Damage Coverage:**

- Various basis of settlement including: Replacement Cost, Valued Basis and Actual Cash Value.
  - Replacement Cost No deduction for depreciation for repairs or replacement.
  - Available for specified vehicles (up to 25 years of age).
  - Total Loss: the Insured has the option of purchasing a new vehicle, or accepting a cash settlement for the amount it would cost to purchase a new vehicle.
  - Partial Loss: repair estimates are calculated by using all new parts to repair damage.

#### Valued Basis:

 Can be provided on specified vehicles, usually those that are obsolete, would not be replaced, or would be replaced with a used vehicle.

#### Actual Cash Value:

• Actual Cash Value (ACV) coverage is automatically provided for specified vehicles.

#### ADDITIONAL INFORMATION

#### **Blanket Fleet Endorsement:**

Coverage is provided on a blanket basis under the 21B – Blanket Fleet Endorsement. Premium adjustment is
done on renewal. Adjustment is made on a 50/50 or pro rata basis as specified in the endorsement. Mid-term
endorsements are not processed on policies with this blanket cover.

#### Single Loss:

• If a single loss involves both the Automobile and Property Insurance policies, the Property policy deductible is waived only on any insured property attached to the automobile.

For a list of vehicles quoted, refer to Exhibit "B".

# FACILITY USER SOLUTION COVERAGE HIGHLIGHTS

#### **OVERVIEW**

The **Frank Cowan Company Facility User Solution** provides you (the facility owner) with the knowledge that the person(s) renting or leasing your facilities have insurance for events they are hosting.

You also have peace of mind knowing they have added you (the facility owner) as an 'additional insured' to that insurance. As an 'additional insured' your interests are covered when a claim occurs as a result of negligence by someone renting or leasing the facilities.

With the **Frank Cowan Company Limited Facility User Solution** we automatically cover a variety of 'Sporting' and 'Non Sporting Events.'

#### **FEATURES**

We provide coverage on one master policy with:

- The option of insuring all of your rented or leased facilities or only selected facilities.
- The option of \$2,000,000 or \$5,000,000 liability limits for all users.
- Coverage under a commercial general liability form with extensions for Tenants Legal Liability, Medical Expenses and Non Owned Automobile Coverage.
- Coverage is written on a Reporting Basis with a deposit premium at inception and premium being adjusted annually.

#### **ACTIVITIES OR EVENTS INSURED**

Approved Activities include the following Non Sporting and Sporting Events:

#### **Non Sporting Events**

Anniversaries, arts, art shows and exhibits, auctions, banquets, bazaars, birthday parties, bridge, chess clubs, crafts, dance parties, dance recitals, dinners, engagement parties (e.g. Jack and Jill events), fashion shows, graduations, music recitals or other family celebrations (e.g. christenings, showers, graduations etc.), photo shoots, picnics, religious services, retirement parties, reunions, seasonal markets, seminars, speakers, talent shows, theatre performances, weddings or other ceremonies, workshops/classroom instruction.

#### **Sporting Events**

Badminton, baton twirling, bowling, curling, dance lessons, horseshoes, lawn bowling, public skating, shuffle board, table tennis, tai chi, tennis, ball/roller/floor hockey, baseball, basketball, broomball, cheer leading, cricket, dodge ball, dry land training, field hockey, figure skating, fitness classes, frisbee, handball, non-contact sports (martial arts, pick up hockey, pick up lacrosse, touch/flag football), pickle ball, racquet ball, ringette, slo-pitch, soccer, softball, squash, swimming with life guard, synchronized swim, t-ball, track & field, volleyball and yoga.

#### **Excluded Activities**

Alpine skiing, bachelorette/stagette parties, bike racing, boxing, climbing walls, contact sports, cycling, fireworks, gymnastics, horse related, kabaddi, kayaking, kickboxing, motor vehicle activities, rugby, skateboarding, snowboarding, stag/bachelor parties, tackle football or wrestling.

While we do provide coverage under the program for sporting activities we do not provide coverage for Organized Sports Teams/Leagues.

# **Program Options – Highlights of Coverage**

Frank Cowan Company offers a Comprehensive Insurance Program to meet your needs.

In addition to "Your Insurance Coverage", enhancements to your coverage are available as outlined under the Program Options page.

Highlights of coverage follow providing a brief description of these options.

# FRAUDULENTLY INDUCED TRANSFER ENDORSEMENT COVERAGE HIGHLIGHTS (SOCIAL ENGINEERING)

#### **OVERVIEW**

Fraud today has become much more sophisticated and complex with Fraudulently Induced Transfer Crimes (otherwise known as Social Engineering) trending in today's marketplace. In response to this trend we now offer a Fraudulently Induced Transfer Endorsement as part of our suite of Crime Coverage.

These types of crimes are usually a targeted approach where criminals are after something definite from the target, either money (usually in the form of a wire transfer) or information (such as a list of vendors, routing numbers, etc.). Often times communications are sent to an employee (most often via email, telephone or a combination of the two), which are doctored to appear as if they are sent by a senior officer of the company or by one of its customers or vendors. Essentially criminals prey on human and procedural vulnerabilities. The standard crime coverage does not respond to these types of losses as an employee of the organization has voluntarily parted with the money or securities and would be considered an active participant in the loss.

#### Example 1

Instructions to an employee supposedly coming from a vendor or customer are often accomplished by informing the employee that they have changed banks and require the company to use the new banking information for future payments.

#### Example 2

Instructions to an employee supposedly coming from an internal source (e.g. senior staff) to bypass in-house safeguards and redundancies, criminals apply pressure by imposing a time constraint, demanding secrecy or simply flattering the ego of the target by including him or her "in" on an important business transaction.

Fraudulently Induced Transfer coverage is an optional endorsement that may be purchased. Coverage is subject to a satisfactory supplementary application being completed.

# FRAUDULENTLY INDUCED TRANSFER LOSSES, CYBER LOSSES AND CURRENT CRIME POLICIES

Even though this fraud often involves emails and wire transfers, cyber policies are not designed to cover them:

- Cyber policies cover losses that result from unauthorized data breaches or system failures. Fraudulently Induced
  Transfer actually depends on these systems working correctly in order to communicate with an organization's
  employees and transfer information or funds.
- Crime policies cover losses that result from theft, fraud or deception. As the underlying cause of a loss is 'fraud', a
  company would claim a loss under its crime policy rather than its cyber policy. Without this endorsement, coverage
  would be denied under a crime policy due to the Voluntary Parting Exclusion.

#### FRAUDULENTLY INDUCED TRANSFER ENDORSEMENT FEATURES

- Coverage is provided when an Insured under the policy has been intentionally mislead by someone claiming to be a
  vendor, client or another employee of the company and the Insured (employee) has transferred, paid or delivered
  money or securities to this third party.
- Fraudulently Induced Transfer is defined as: The intentional misleading of an employee, through misrepresentation of
  a material fact which is relied upon by an employee, believing it to be genuine to voluntarily transfer funds or valuable
  information to an unintended third party.

#### LIMITS AND DEDUCTIBLE

The Fraudulently Induced Transfer Endorsement is subject to:

- Separate Limits of Insurance (both an Occurrence and Aggregate);
- A separate deductible;
- Limits ranging from \$10,000 \$100,000.

### CRITICAL ILLNESS COVERAGE HIGHLIGHTS

#### **FEATURES**

- \$10,000 Coverage (each applicant).
- Coverage up to 75 years of age.
- No Deductible.
- No Medical Examination Required (one page application only).

#### **CRITICAL ILLNESSES COVERED**

- Heart Attack (Myocardial Infarction)
- Coronary Artery Bypass Surgery
- Stroke
- Cancer
- Kidney Failure
- Major Organ Transplant
- Multiple Sclerosis
- Paralysis
- Aorta Graft Surgery
- Parkinson's disease

- Heart Valve Replacement
- Benign Brain Tumor
- Alzheimer's disease
- Third Degree Burns
- Coma
- Blindness
- Deafness
- Loss of Speech
- Motor Neuron Disease

#### **EXCLUSIONS TYPICAL TO CRITICAL ILLNESS POLICIES**

- War or while in the armed forces.
- Suicide, attempted suicide or self-inflicted injuries.
- AIDS (Acquired Immune Deficiency Syndrome) and/or infection with HIV (Human immunodeficiency virus).
- Extreme Sports (e.g. scuba diving, parachuting, hang gliding, rodeo events).
- Negligence or non-compliance in seeking and/or following reasonable medical treatment.
- While under the influence of alcohol or drugs.
- Illnesses as a result of pregnancy.

#### **POLICY LIMITATIONS**

- Coverage for pre-existing conditions expressly excluded.
- Critical Illness benefit is only payable once, regardless of the number of critical illnesses an Insured claims.
- When a Critical Illness benefit is paid to an Insured Person, they are no longer insurable and coverage ceases.

#### ADDITIONAL INFORMATION

 Coverage is only available when Board Members' Accidental Death and Dismemberment Coverage is purchased.

#### **APPLICANT APPROVAL**

Coverage is subject to a satisfactory application and underwriting approval for each Applicant.

<sup>\*</sup> Coverage is subject to a satisfactory application and underwriting approval for each Applicant.

# ACTIVE ASSAILANT AND ASSOCIATED COVERAGE

Frank Cowan Company has partnered with XL Catlin, a market leader in writing Terrorism Risk, to offer a suite of Terrorism and Associated Coverages. You have the option to select one or any combination of the following coverages:

#### **ACTIVE ASSAILANT EVENT INSURANCE**

An Active Assailant Event is a premeditated malicious physical attack, by an Active Assailant (who is physically present) armed with a hand-held weapon that causes direct worldwide. Deployment of these weapons would have a physical loss and/or bodily injury or death. Coverage responds when three (3) or more persons that are physically present during the attack are affected.

The solution is designed to help organizations with the financial impacts of Active Assailant Events. Coverage can be triggered by property damage or bodily injury. Additional special coverage for:

- Public Relations Expenses
- Relocation Expenses (for the Insured or Employee of the Insured)
- Counselling Expenses (for the Insured and Family Members)
- Medical Expenses
- Job Retraining Expenses (for Employees)
- Employee Recruitment Expenses (for the Insured)
- Security Expenses (expenses for a security consultant)

**Maximum Limits:** 

\$10,000,000 any one occurrence and in the aggregate

#### CHEMICAL, BIOLOGICAL, RADIOLOGICAL AND NUCLEAR (CBRN) INSURANCE

The use of Chemical, Biological, Radiological And Nuclear (CBRN) weapons is a growing concern devastating impact, potentially causing damage and interruption to businesses located a significant distance away from the CBRN release. These exposures are excluded under the standard property policies.

Our product is triggered by property damage or contamination resulting from the release of CBRN material with malicious intent This insurance covers Physical Loss or Damage (including Demolition, Decontamination and Prohibition of Access Orders, Blast Damage) and Business interruption

#### **Maximum Limits:**

\$25,000,000 any one occurrence and in the aggregate

#### TERRORISM PROPERTY INSURANCE

Terrorism perils are dynamic in nature, the causes are sometimes unclear but the impact is significant. The risk is evolving, with a diverse range of groups; both foreign and home-grown, capable of launching terrorist attacks. The nature of such perils means they are board-level issues, and must be on any corporate risk register. Our policies cover physical damage to property, business interruption and extra expenses following property damage.

This product offers protection from potentially devastating losses, both domestic and abroad that can result from either an act of Terrorism or an Act of Sabotage.

Coverage is very broad and uniquely tailored. This policy provides Physical Loss or Damage and Business Interruption caused by Acts of Terrorism or Acts or Sabotage.

**Maximum Limits:** 

\$50,000,000 any one occurrence and in the aggregate

#### TERRORISM LIABILITY INSURANCE

Terrorism Liability Insurance provides coverage for financial costs against claims for damages by third parties who are injured in a terrorist attack. Coverage also extends to third party property damage. This is key because these exposures are usually excluded under liability policies.

An Act of Terrorism is defined as an act committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

Maximum Limits:

\$25,000,000 any one occurrence and in the aggregate

## CYBER RISK INSURANCE COVERAGE HIGHLIGHTS

#### **OVERVIEW**

Cyber, network and data exposures impact all companies. We offer comprehensive Cyber Risk Insurance Coverage to protect an Insured against the cost of data breaches, fines, penalties and costs involved in restoring the organization's reputation.

Our product provides all-inclusive limits available up to \$1,000,000 for our standard coverages, with higher limits and optional coverage available.

#### COVERAGE

#### Media Content Services Liability (Social Media)

Provides coverage when you are legally obligated to pay because of a claim arising from publishing or distributing material across
digital assets (website, social media) causing libel, slander, defamation, invasion of privacy, infringement of copyright, or
plagiarism.

#### Security and Privacy Liability

- This component of the cyber policy pays when you are legally liable to a 3<sup>rd</sup> party because of a:
  - failure to protect personal or confidential data
  - o violation of any law (or statute) governing the use or disclosure of personal data
  - violation of law (or statute) that requires you to give notification to affected persons after a data breach
  - distribution of malware from your computer to that of a third-party.

#### **Privacy Notification and Crisis Management Costs**

- When you experience a data breach or network compromise, coverage is provided for the 1<sup>st</sup> party costs of:
  - o performing computer forensics
  - legal fees to determine the actions necessary to comply with legislation
  - operating a call centre to manage inquiries from persons potentially affected
  - providing credit or identity monitoring
- This coverage also extends to provide coverage for:
  - o notifications costs after a data breach (whether you are required by law to notify individuals or not)
  - to handle an extortion demand
  - $\circ\quad$  the fees of a public relations or crisis communications firm

#### **Emergency Response Costs**

Emergency payments for data breach, network compromise or an extortion demand.

#### Regulatory Investigations

Defence costs and regulatory fines where there is an investigation from a regulatory body.

#### **Business Interruption**

• Reimbursement for loss of profit and operational expenses during the period of restoration caused by a network compromise. Cloud Business Interruption coverage is automatically provided as part of your business interruption coverage.

#### Loss of Electronic Data

 Reimbursement for the reasonable costs of updating or restoring electronic data from backups which have been destroyed, lost, damaged or altered because of any unauthorized access (by viruses, worms, trojan horses, spyware, adware and hacker attacks), use or misuse or modification to your computer system by a third-party or a rogue employee.

#### **Loss Adjustment Costs**

Coverage to assist in the evaluation of loss expenses

#### **Court Hearing Costs**

 Reimbursement for any reasonable sums necessary to attend any tribunal, arbitration, adjudication, mediation or other hearing with respect to the cyber claim.

#### PCI DSS Fines (Payment Card Industry Data Security Standards)

• When PCI compliant, coverage is provided for fines, penalties, assessments, fraud recovery and operational expense recovery you are contractually obligated to pay under merchant services agreement(s).

#### LIMITS AND DEDUCTIBLES

#### Limits

- The size and scope of your operation impacts the limit you select. Options range from \$100,000 to \$5,000,000
- Pays up to the Limit of Insurance for each coverage specified, subject to an Aggregate Limit.

#### Retention

- This policy uses a retention limit which may apply to each coverage.
- The default retention for Business Interruption is 12 hours.

#### **CLAIMS SERVICE**

Frank Cowan Company has partnered with Crawford and Company to assist you with all matters relating to actual and potential cyber incidents. Crawford & Company has expertise responding to and mitigating damage from cyber-related events. Their team evaluates and assesses damages under intense conditions, providing you with the support, skills, resources and technology needed to respond quickly and appropriately.

Crawford & Company's dedicated breach operations team is ready to assist you with all aspects of a cyber incident. A dedicated Incident Manager will immediately be assigned to assist you and co-ordinate any services that may be required including:

- o I.T. Forensics
- Legal Expertise
- o Public Relations Firms
- Cyber Extortion Concerns
- o Public and Regulatory Notifications (Including Call Centres)
- Liaise with your Insurer to determine coverage availability

The moment you become aware of a cyber incident that may give rise to a claim or potential claim call Crawford & Company 24/7 tollfree.

#### SHARED NETWORK SERVICE AGREEMENT OR DATA SHARING ENDORSEMENT AVAILABLE

Many carriers do not provide coverage for shared networks or data sharing. We understand these exposures and can provide coverage through a custom endorsement that responds when you have a data sharing or network sharing exposure.

#### **EXHIBIT "A"**

### **Estimate of Values**

The information contained herein is confidential, commercial, financial, scientific and/or technical information that is proprietary to Frank Cowan Company and cannot be disclosed to others. Any such disclosure could reasonably be expected to result in significant prejudice to the competitive position of Frank Cowan Company, significant interference with its competitive position and/or cause it undue loss.

#### **Excluded Items**

#### Location and/or Item Description

68 MILL STREET EAST

CURLING RINK, ICE PLANT AND LOUNGE PORTION ATTACHED TO, BUT NOT COMMUNICATING WITH ARENA BUILDING AND EXCLUDING THE ARENA REFRIGERATION PIPING

POLICY EFF: 31/12/2019 RISK NO: 06300

MODIFIED: 26/09/2019 1 QUOTE: 355929

#### EXHIBIT "A"

#### **BUILDINGS AND STRUCTURES**

#### 31/12/2019

#### **ESTIMATE OF VALUES**

<u>ARENA</u>		
1	ARENA, EXCL CURLING RINK AND LOBBY, 68 MILL STREET EAST, PLATTSVILLE, NOJ 1S0	5,069,800
EXCLUDED		
82	EXCLUDED - CURLING RINK, ICE PLANT AND LOUNGE PORTION ATTACHED TO, BUT NOT COMMUNICATING WITH ARENA BUILDING AND EXCLUDING THE ARENA REFRIGERATION PIPING, 68 MILL STREET EAST, PLATTSVILLE, NOJ 1S0	0 EXC
<u>FIRE</u>		
35 *	FIRE HALL, 886277 OXFORD ROAD 8, BRIGHT, N0J 1B0	540,200
36 *	FIRE HALL, 96 OXFORD STREET WEST, DRUMBO, NOJ 1G0	664,500
37 *	FIRE HALL, 67 MAIN STREET, PRINCETON, NOJ 1V0	429,700
<u>GENERAL</u>		
2	RECREATIONAL LIGHTING, 100 MILL STREET EAST, PLATTSVILLE, NOJ 1S0	167,200
3	RECREATIONAL FENCING, 100 MILL STREET EAST, PLATTSVILLE, NOJ 1S0	22,300
4	BLEACHERS, 100 MILL STREET EAST, PLATTSVILLE, NOJ 1S0	11,600
5 *	SKATEBOARD PARK, 100 MILL STREET EAST, PLATTSVILLE, NOJ 1S0	71,400
6	PLAYGROUND STRUCTURE & PLAYGROUND EQUIPMENT, 100 MILL STREET EAST, PLATTSVILLE, N0J 1S0	31,300
7 *	PARK PAVILLION, 100 MILL STREET EAST, PLATTSVILLE, NOJ 1S0	95,900
8 *	PARK BUILDING, 100 MILL STREET EAST, PLATTSVILLE, NOJ 1S0	26,000
9	RECREATIONAL LIGHTING, 41 CENTRE STREET, DRUMBO, N0J 1G0	278,800
10	RECREATIONAL FENCING, 41 CENTRE STREET, DRUMBO, N0J 1G0	66,900

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REF:06300

26/09/2019 1 QUOTE ID: 355929

#### EXHIBIT "A"

#### **BUILDINGS AND STRUCTURES**

#### 31/12/2019

		01/12/2010	ESTIMATE OF VALUES
11	1	BLEACHERS, 41 CENTRE STREET, DRUMBO, N0J 1G0	20,200
12	2	PLAYGROUND STRUCTURE & PLAYGROUND EQUIPMENT, 41 CENTRE STREET, DRUMBO, N0J 1G0	55,700
13	3 *	SPLASH PAD DRUMBO PARK, 41 CENTRE STREET, DRUMBO, N0J 1G0	297,800
14	1 *	PARK BOOTH & WASHROOM, 41 CENTRE STREET, DRUMBO, N0J 1G0	227,800
15	5 *	LIVESTOCK & PICNIC SHELTER, 41 CENTRE STREET, DRUMBO, N0J 1G0	166,400
16	6 *	BALL DIAMOND STORAGE, 41 CENTRE STREET, DRUMBO, NO. 1G0	8,300
17	7	RECREATIONAL LIGHTING, 35 MAIN STREET SOUTH, PRINCETON, N0J 1V0	167,200
18	3	RECREATIONAL FENCING, 35 MAIN STREET SOUTH, PRINCETON, N0J 1V0	66,900
19	9	BLEACHERS, 35 MAIN STREET SOUTH, PRINCETON, NOJ 1V0	15,600
20	) *	OUTDOOR GYM EQUIPMENT, 35 MAIN STREET SOUTH, PRINCETON, N0J 1V0	20,300
21	<b> </b> *	PLAYGROUND STRUCTURE & PLAYGROUND EQUIPMENT, 35 MAIN STREET SOUTH, PRINCETON, N0J 1V0	42,800
22	2 *	COMMUNITY HALL, 35 MAIN STREET SOUTH, PRINCETON, NOJ 1V0	1,692,800
23	3 *	PARK WASHROOM, 35 MAIN STREET SOUTH, PRINCETON, NO. 1V0	J 78,000
24	1 *	PRINCETON PARK BOOTH/WASHROOMS, 35 MAIN STREET SOUTH, PRINCETON, N0J 1V0	248,400
25	5 *	PARK BUILDING, 35 MAIN STREET SOUTH, PRINCETON, NOJ 1V0	25,200
26	6 *	PARK BUILDING - BASEBALL, 57 MAIN STREET SOUTH, PRINCETON, N0J 1V0	37,700
27	7	RECREATIONAL LIGHTING, 51 JOHN STREET EAST, BRIGHT, N0J 1B0	139,400

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# EXHIBIT "A" BUILDINGS AND STRUCTURES

#### 31/12/2019

		31/12/2019	ESTIMATE OF V	ALUES
28		RECREATIONAL FENCING, 51 JOHN STREET EAST, BRIGHT, N0J 1B0	28,900	
29		BLEACHERS, 51 JOHN STREET EAST, BRIGHT, N0J 1B0	11,600	
30		PLAYGROUND STRUCTURE & PLAYGROUND EQUIPMENT, 51 JOHN STREET EAST, BRIGHT, N0J 1B0	30,200	
31		SKATEBOARD PARK, 51 JOHN STREET EAST, BRIGHT, NOJ 1B	27,900	
32	* PARK BOOTH & WASHROOM, 51 JOHN STREET EAST, BRIGHT, N0J 1B0		60,800	
33	* SHED, 51 JOHN STREET EAST, BRIGHT, N0J 1B0		1,600	
34	* MUNICIPAL OFFICE, 47 WILMOT STREET SOUTH, DRUMBO, 1,44 N0G 1G0		1,448,400	
38	* RICHWOOD COMMUNITY CLUB, 767413 BLANDFORD-BLENHEIM ROAD 5, RICHWOOD, N0J 1G0		665,200	
50	* FIRE HALL, 112 ALBERT STREET E, PLATTSVILLE, N0G 1S0		922,000	
51	*	* MAUSOLEUM, 295 BRANT COUNTY HWY 2, PRINCETON, NOJ 131,700 1V0		
52	* CEMETARY STORAGE BUILDING, 295 BRANT COUNTY HWY 2, PRINCETON, N0J 1V0		3,900	
53	* MAUSOLEUM, 806761 OXFORD ROAD 29, DRUMBO, N0J 1G0 87,5		87,500	
81		RENTAL INCOME - ALL PROPERTIES	500,000	LIM
<u>RO</u>	ADS			
39	*	EQUIPMENT DEPOT, 895957 OXFORD ROAD 3, DRUMBO, N0J 1G0	1,226,900	
40	*	FUEL TANK, 895957 OXFORD ROAD 3, DRUMBO, N0J 1G0	30,900	
41	*	FUEL TANK, 895957 OXFORD ROAD 3, DRUMBO, N0J 1G0	12,400	
42	*	STORAGE SHED , 895957 OXFORD ROAD 3, DRUMBO, NOJ 1G0	4,000	
43	*	SIGN STORAGE, 895957 OXFORD ROAD 3, DRUMBO, N0J 1G0	148,400	
44	*	STORAGE SHED , 895957 OXFORD ROAD 3, DRUMBO, N0J 1G0	3,600	

PROPRIETARY DATA: USE OR DISCLOSURE OF THE INFORMATION IN THIS DOCUMENT IS SUBJECT TO THE RESTRICTIONS ON THE TITLE PAGE

# EXHIBIT "A" BUILDINGS AND STRUCTURES 31/12/2019

45 *       SALT DOME, 895957 OXFORD ROAD 3, DRUMBO, NOJ 1G0       190,800         46 *       STORAGE GARAGE, 895957 OXFORD ROAD 3, DRUMBO, NOJ 1G0       185,000         47 *       FOLUBMENT DEPOT 775003 BLANDEORD ROAD INNERKID       546,300	<u>ALUES</u>
1G0	
47 * FOURDATAIT DEPOT TITCOO DI ANDEODD DOAD INNEDICID	
47 * EQUIPMENT DEPOT, 775903 BLANDFORD ROAD, INNERKIP, 546,200 NOJ 1M0	
48 * FUEL TANK, 775903 BLANDFORD ROAD, INNERKIP, NOJ 1M0 24,700	
49 * SALT STORAGE, 775903 BLANDFORD ROAD, INNERKIP, NOJ 107,600 1M0	
TOTALS:         BLANKET         SPECIF           16,686,300         500,0	

PROPRIETARY DATA: USE OR DISCLOSURE OF THE INFORMATION IN THIS DOCUMENT IS SUBJECT TO THE RESTRICTIONS ON THE TITLE PAGE

# EXHIBIT "A" OTHER PROPERTY (Excluding Buildings) 31/12/2019

#### **ESTIMATE OF VALUES**

<u>ARENA</u>		
55	CONTENTS - ARENA EXCLUDING REFRIGERATION PIPING, 68 MILL STREET EAST, PLATTSVILLE, NOJ 1S0	3 18,200
56	OLYMPIA 2000, SERIAL NO. RC9602305, 68 MILL STREET EAST, PLATTSVILLE, NOJ 1S0	80,000
57	PA SYSTEM AND TAPES, 68 MILL STREET EAST, PLATTSVILLE, NOJ 1S0	1,900
58	WATER VAC SCRUBBER, 68 MILL STREET EAST, PLATTSVILLE, NOJ 1S0	3,100
<u>ECS</u>		
76	ELECTRONIC COMPUTER SYSTEM - HARDWARE, 47 WILMOT STREET SOUTH, DRUMBO, NOJ 1G0	43,500
77	ELECTRONIC COMPUTER SYSTEM - HARDWARE - FIRE HALLS (4)	6,000
78	ELECTRONIC COMPUTER SYSTEM - HARDWARE, 68 MILL STREET EAST, PLATTSVILLE, N0J 1S0	1,000
79	ELECTRONIC COMPUTER SYSTEM - LAPTOPS	4,500
80	ELECTRONIC COMPUTER SYSTEM - MEDIA	33,300
<u>FIRE</u>		
60	FIRE DEPARTMENT COMMUNICATION EQUIPMENT	87,400
<u>GENERAL</u>		
54	MUNICIPAL OFFICE CONTENTS, 47 WILMOT STREET SOUTH, DRUMBO, NOG 1G0	300,000
59	DRAIN CAMERA SYSTEM	20,200
<u>ROADS</u>		
61	2007 CATERPILLAR GRADER, SERIAL NO. APM03170	254,800
62	2011 JOHN DEERE GADER, MODEL NO. 772G	281,000
63	2015 CASE 621F LOADER NEF221975	183,100
64	RETRIEVER	8,500

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REF:06300

26/09/2019 1 QUOTE ID: 355929

# EXHIBIT "A" OTHER PROPERTY (Excluding Buildings) 31/12/2019

#### **ESTIMATE OF VALUES**

2,283,600

TOTALS:		BLANKET SPECIFIED	
<b>75</b>	SNOW PLOW BLADES	7,400	
74	2018 CAT 140M3AWD GRADER, SERIAL NO. N9J00789	328,100	
73	EQUIPMENT DEPOT CONTENTS, 775903 BLANDFORD ROAD INNERKIP, N0J 1M0	9,000	
72	EQUIPMENT DEPOT CONTENTS, 895957 OXFORD ROAD 3, DRUMBO, NOJ 1G0	25,000	
71	2014 TRACKLESS MODEL RMT5T TRACTOR AND ACCESSORIES, SERIAL NO. 1765	110,000	
70	CATERPILLAR BACKHOE LOADER, MODEL 420F IT, SERIAL NO. CAT0420FALKH00199	119,700	
69	WALCO 180409 SWIVEL MOUNT 8FT BROOM	1,800	
68	NEW HOLLAND T6030 TRACTOR WITH ATTACHMENTS, SERIAL NO.ZBBD15356	122,000	
67	COMMUNICATION RECEIVING AND TRANSMITTING EQUIPMENT	21,200	
66	MISCELLANEOUS TOOLS AND EQUIPMENT	64,900	
65	SNOW PLOWING EQUIPMENT	148,000	

PROPRIETARY DATA: USE OR DISCLOSURE OF THE INFORMATION IN THIS DOCUMENT IS SUBJECT TO THE RESTRICTIONS ON THE TITLE PAGE

### **Liability Additional Insured(s)**

- HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO, HER MINISTERS, AGENTS, APPOINTEES AND EMPLOYEES, but only with respect to their Agreement with the Named Insured for the Community Policing Parntership (CPP) Program.
- 2. HYDRO ONE NETWORKS INC., but only with respect to their Agreement with the Named Insured.
- 3. HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF AGRICULTURE, FOOD AND RURAL AFFAIRS, but only with respect to their funding agreement with the Named Insured under the Canada-Ontario Municipal Rural Infrastructure Fund Initiative Project #17881.
- 4. HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF MUNICIPAL AFFAIRS, but only with respect to liability arising out of the risk of the Named Insured and in respect of "Letter of Agreement" OSTAR Infrastructure Initiative.
- 5. THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO & HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF INFRASTRUCTURE & COMMUNITIES, but only with respect to their Municipal Funding Agreement with the Named Insured for the Transfer of Federal Gas Tax Revenues.
- 6. HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF COMMUNITY SAFETY AND CORRECTIONAL SERVICES, but only with respect to their Funding Agreement with the Named Insured under the Court Security Prisoner Transportation (CSPT) Program.
- 7. HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY MINISTRY OF ENVIRONMENT AND CLIMATE CHANGE, but only with respect to the Source Protection Municipal Implementation Grant Funding Agreement with the Named Insured
- 8. HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTRY OF COMMUNITY SAFETY AND CORRECTIONAL SERVICES
  With respect to their Ontario Transfer Payment Agreement with the Named Insured for the Reduce Impaired Driving Everywhere (R.I.D.E) Program
- 9. HER MAJESTY IN RIGHT OF ONTARIO, AS REPRESENTED BY THE MINISTER OF AGRICULTURE, FOOD AND RURAL AFFAIRS AND THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO (AMO), with respect to their Municipal Funding Agreement with the Named Insured for Ontario's Main Street Revitalization Initiative

POLICY EFF: 31/12/2019 RISK NO: 06300

MODIFIED: 03/10/2019 QUOTE: 353795

#### EXHIBIT 'B'

#### AUTOMOBILE FLEET SCHEDULE

#### BUILDING DEPT

1 2	15 17	HONDA CR-V LX CHEV SILVERADO 1500	111302 394417	REPL REPL			
COMM SE	COMM SERVICES						
3 4 5 6 7	08 11 13 06 15	FORD F150 GMC SIERRA 1500 FORD F150 GMC SIERRA 3500 SL GMC SIERRA 2500 W/ SANDER	E04113 376981 E85203 200919 542866	REPL REPL REPL REPL REPL			
FIRE DE	EPT						
8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	15 94 89 95 08 90 01 05 11 16 12 17 19	FREIGHTLINER PUMPER PRINCETON INT. FIRE TRUCK BRIGHT FORD F800 CHASSIS WITH BRIGHT INT. FIRE TANKER PLATTSVILLE FREIGHTLINER FIRE TR PRINCETON FORD PUMPER DRUMBO FREIGHTLINER PUMPER DRUMBO FREIGHTLINER FIRE TRUCK INTERNATIONAL PUMPER DRUMBO FORD F150 4X4 POLARIS RANGER ROOF TRAILER RANGER TRAILER FORD F250 XLT FORD F350 XL	GM3926 572397 602 VT 682236 230922 A44906 J17502 V28241 327967 B13084 744334 MEMADE 162740 E78801 E95243	REPL ACV REPL REPL ACV REPL REPL REPL REPL REPL REPL REPL REPL			
ROAD DEPT							
23 24 25 26 27 28 29 30 31	09 10 15 16 17 17 18 18	STERLING TANDEM DUMP/SANDER INT 7600 WORKSTAR SANDER/DUMP FREIGHTLINER MODEL 114 FORD F150 XLT FREIGHTLINER 114SD TANDEM DUMP CHEV SILVERADO 3500 FREIGHTLINER 114SD PLOW/DUMP FORD F250 XLT W/ SANDER FORD FORD F150 SUPERCREW 4WD	212324 212324 F44404 C43719 JA3292 228651 JT1216 C97006 B73066	REPL REPL REPL REPL REPL REPL REPL REPL			

ADMINISTRATION SHOULD CAREFULLY EXAMINE THIS SCHEDULE TO DETERMINE ACCURATE INFORMATION. ANY CHANGES OR DISCREPANCIES SHOULD BE REPORTED TO US.



Report No: CP 2019-361 **COMMUNITY PLANNING** 

Council Date: November 20, 2019

To: Mayor and Members of Blandford-Blenheim Council

From: Rebecca Smith, Development Planner, Community Planning

## **Application for Zone Change ZN 1-19-13 - Greg Magda**

#### REPORT HIGHLIGHTS

- The Application for Zone Change proposes to rezone the subject property from 'General Agricultural Zone (A2)' to 'Special General Agricultural Zone (A2-26)' to permit a greenhouse operation for the production of various greenroof systems, on an existing undersized farm parcel.
- The subject property comprises approximately 9.4 ha (23.3 ac) and is currently vacant of any buildings or structures.
- No concerns were raised as a result of agency circulation.
- The proposal appears to be consistent with the Provincial Policy Statement and generally maintains the intent and purpose of the Official Plan.

#### DISCUSSION

#### **Background**

OWNER: Greg Magda

75 Highway 2, Princeton ON, N0J 1V0

#### **LOCATION:**

The subject lands are described as Part Lot 19, Concession 2 (Blenheim), Township of Blandford-Blenheim. The lands are located on the west side of Gobles Road, north of Township Road 2, and are municipally known as 855183 Gobles Road.

#### **COUNTY OF OXFORD OFFICIAL PLAN:**

Schedule "C-1" County of Oxford Provincially Significant Wetlands

Environmental Features Plan

Schedule "B-1" Township of Blandford-Blenheim Agricultural Reserve

Land Use Plan

#### TOWNSHIP OF BLANDFORD-BLENHEIM ZONING BY-LAW 1360-2002:

Existing Zoning: General Agricultural Zone (A2) with Environmental Protection Overlay 1

(EP1)

Proposed Zoning: Special General Agricultural Zone (A2-26) with Environmental Protection

Overlay 1 (EP1)

#### PROPOSAL:

The Application for Zone Change proposes to rezone the subject property from 'General Agricultural Zone (A2)' to 'Special General Agricultural Zone (A2-Sp)' to permit a greenhouse operation for the production of various greenroof systems, on an existing undersized farm parcel.

For Council's information, the applicant also submitted a farm viability plan in support of the proposal. The details of the farm plan indicate that the proposed operation will consist of a greenhouse with an area of approximately 20,234 m² (217,800 ft²), and a barn with an area of approximately 3,251 m² (35,000 ft²). The proposed greenhouse will be used to produce a variety of greenroof systems, and the attached barn will be used to store various farm equipment in support of the operation.

The property comprises approximately 9.4 ha (23.3 ac) and is currently vacant of any buildings or structures. Surrounding uses are predominately agricultural lands, with a number of non-farm rural residential lots in the surrounding vicinity.

Plate 1, <u>Existing Zoning & Location Map</u>, shows the location of the subject property and existing zoning in the immediate vicinity.

Plate 2, <u>Aerial Map (2015) with Existing Zoning</u>, provides an aerial view of the subject lands and surrounding area.

Plate 3, Applicant Sketch, provides the approximate location of the proposed greenhouse operation.

#### **Application Review**

#### PROVINCIAL POLICY STATEMENT:

The Provincial Policy Statement (PPS) provides policy direction on matters of provincial interest related to land use planning and development. Under Section 3 of the <u>Planning Act</u>, where a municipality is exercising its authority affecting a planning matter, such decisions "shall be consistent with" all policy statements issued under the Act.

Section 2.1 of the PPS directs planning authorities to protect natural features and areas for the long term. Section 2.1.5 also states that development and site alteration shall not be permitted in significant wetlands. Furthermore, Section 2.1.8 does not permit development or site alteration on lands adjacent to the aforementioned features, unless it has been demonstrated that there will be no negative impacts on the natural features or their ecological functions.

Section 2.3 of the PPS directs that prime agricultural areas shall be protected for long term agricultural use. In prime agricultural areas, permitted uses and activities include agricultural uses, agriculture-related uses and on-farm diversified uses. All types, sizes and intensities of agricultural uses and normal farm practices shall be promoted and protected in accordance with provincial standards.

#### OFFICIAL PLAN:

The subject property is designated 'Agricultural Reserve' according to the Township of Blandford-Blenheim Land Use Plan, as contained in the County Official Plan. The westerly portion of the property also contains 'Provincially Significant Wetlands (PSW)' according to the County Environmental Features plan.

In accordance with Section 3.1.4, in the Agricultural Reserve lands are to be developed for a wide variety of agricultural land uses, including general farming, animal or poultry operations, regulated livestock farms, cash crop farms and specialty crop farms, together with farm buildings and structures necessary to the farming operation, and accessory residential uses required for the farm.

According to Section 3.1.4.3, it is recognized that there are numerous small agricultural land holdings in the Agricultural Reserve. The intent of the undersized agricultural policies is to ensure that undersized parcels are primarily used for agricultural pursuits and not for non-agriculturally related development. An undersized farm parcel is smaller than the established zoning standard and will require an amendment to the Township Zoning By-Law prior to the development of farm buildings or accessory residential uses. The Township of Blandford-Blenheim has established a minimum farm parcel size of 30 ha (74.1 ac), as well as a reduced lot area of 16 ha (39.5 ac) for existing vacant undersized 'A2' lots.

As per Section 3.1.4.3.1, prior to the development of an existing undersized agricultural parcel for agricultural use, the following criteria shall be satisfied:

• It has been demonstrated that the proposed farm will be economically viable within a period of five (5) years;

- The applicant has provided information necessary to evaluate the viability of a new farming operation including the scale and nature of the operation, projected revenues, expenses, financing and any other criteria deemed to be relevant to the proposal;
- Proposals will be evaluated by OMAFRA to provide an objective opinion regarding the information and analysis pertaining to a viable operation;
- Proposals shall comply with Environmental Resource Policies;
- Satisfactory private services can and will be established;
- Any accessory residential dwelling will be situated in close proximity to any farm buildings, and will utilize the same driveway, and satisfy the Minimum Distance Separation Formula I (MDS I) requirements;
- Any accessory residential dwelling will be located on a property that has frontage on a public road maintained year round;
- Where the development of farm outbuildings is proposed, the proponent shall enter into an agreement with the municipality, prior to the development approval, requiring that the construction of the proposed farm buildings be complete prior to the construction of any residential building. Alternatively, where no farm outbuildings are proposed, the implementing zoning by-law shall include an "H" holding provision prohibiting the construction of a residential building until the proponent has demonstrated, to the satisfaction of the Area Municipality, that the first two years of the approved farm plan has been implemented.

As per Section 3.2.4.2.1, no development or site alteration, with the exception of silvicultural practices, may be permitted within a PSW. However, development or site alterations may be permitted within 120 m (394 ft) of a PSW, provided an Environmental Impact Study (EIS) is prepared in accordance with Section 3.2.6. While an EIS is typically required for the above noted circumstance, Section 3.2.6 indicates that this Study may be waived where a Conservation Authority has no concerns with a proposal.

#### TOWNSHIP OF BLANDFORD-BLENHEIM ZONING BY-LAW:

The subject property is currently zoned 'General Agricultural Zone (A2)' according to the Township of Blandford-Blenheim Zoning By-law, which permits a wide range of agricultural uses, including farm buildings and accessory dwellings. The westerly portion of the property also contains 'Environmental Protection 1 Overlay (EP1)', which is reflective of Provincially Significant Wetlands.

According to Section 5.6.2 (Existing Lots in an A2 Zone), a building or structure may be erected on an existing 'A2' lot of at least 16 ha (39.5 ac) provided that all other requirements of the Zoning By-law are complied with. As the subject property comprises 9.4 ha (23.3 ac), the applicant is required to rezone the lands to recognize the reduced lot area, prior to any development.

Notwithstanding the underlying zoning, uses permitted within 'EP1' overlay are limited to those uses existing at the date of the passing of the Zoning By-law, limited farm activities on existing cleared areas (excluding buildings and structures), public uses and conservation projects. According to Section 5.22.5, all other zone provisions of the underlying zone also apply to lands containing an 'EP1' overlay.

#### **AGENCY COMMENTS:**

This application has been circulated to those agencies that were considered to have an interest in the proposal. The following comments were received.

The <u>Township Director of Public Works</u> indicated that a driveway entrance permit is required prior to any construction on the property.

The <u>Township Drainage Superintendent</u> indicated that the proposed greenhouse will be located over a closed municipal drain (Hanchuruk Drain). An engineer's report will be required to relocate the drain.

The <u>Township Director of Protective Services</u>, <u>County Public Works Department</u> and <u>Grand River Conservation Authority</u> indicated that they have no concerns with the proposal.

#### **PUBLIC CONSULTATION:**

Notice of public meeting regarding this application was circulated to surrounding property owners October 31, 2019. At the time this report was written, no comments or concerns had been received from the public.

#### **Planning Analysis**

The applicant proposes to rezone the subject property to permit a greenhouse operation for the production of various green-roof systems, on an existing undersized farm parcel.

Planning staff are satisfied that the proposal is consistent with the natural heritage policies of Section 2.1 of the PPS. The proposed greenhouse operation will be located outside of the identified provincially significant wetland, and the GRCA has no concerns with the proposal. In addition, the proposal is consistent with the policies of Section 2.3, respecting prime agricultural areas. The proposed greenhouse operation is considered to be an agricultural use that supports normal farm practices.

In accordance with Section 3.1.4.3 of the Official Plan, the subject property is considered to be an undersized farm parcel. As such, a zone change is required prior to the development of farm buildings or accessory residential uses.

The proposal was reviewed in accordance with the criteria of Section 3.1.4.3.1, respecting the development of an existing undersized agricultural parcel. In compliance with this criteria, a farm viability plan was submitted in support of the proposal. According to the plan, the owner of the farm has been producing various plants for green-roofs systems since 2005, with a similar operation on the neighbouring property to the immediate north, which is currently owned by a family member who is also involved in the operation.

The farm plan also includes detailed operational information, as well as estimates of costs and income over a six year time period. Based on the financials that were provided, it would appear that the farm operation will be economically viable, with increased revenues from year one.

Report No: CP 2019-361 COMMUNITY PLANNING Council Date: November 20, 2019

The proposed greenhouse operation will also be located outside of the environmental features on the property, and private services will be installed to the satisfaction of the Township, if required.

The Official Plan also directs that where the development of farm outbuildings is proposed, the applicant shall enter into an agreement with the municipality to ensure the proposed farm buildings are complete prior to the construction of any residential building. That being said, as the applicant is not proposing to construct an accessory dwelling on the property at this time, a site specific provision will be included in the proposed zoning to indicate that a dwelling is not permitted. Should the applicant propose to construct a dwelling in the future, a subsequent zone change will be required. This will provide Council with an oppourtunity to review the proposal to ensure the lands are being used for primarily agricultural purposes.

For Council's information, the applicant has been made aware of the agency comments that were received.

In light of the foregoing, it is the opinion of this Office that the proposal is consistent with the policies of the PPS and maintains the general intent and purpose of the County Official Plan. As such, Planning Staff are satisfied that the proposal can be supported from a planning perspective.

#### RECOMMENDATION

It is recommended that the Council of the Township of Blandford-Blenheim <u>approve</u> the zone change application submitted by Greg Magda, whereby the lands described as Part Lot 19, Concession 2 (Blenheim), Township of Blandford-Blenheim are to be rezoned from 'General Agricultural Zone (A2)' to 'Special General Agricultural Zone (A2-26)' to permit a greenhouse operation for the production of various greenroof systems, on an existing undersized farm parcel.

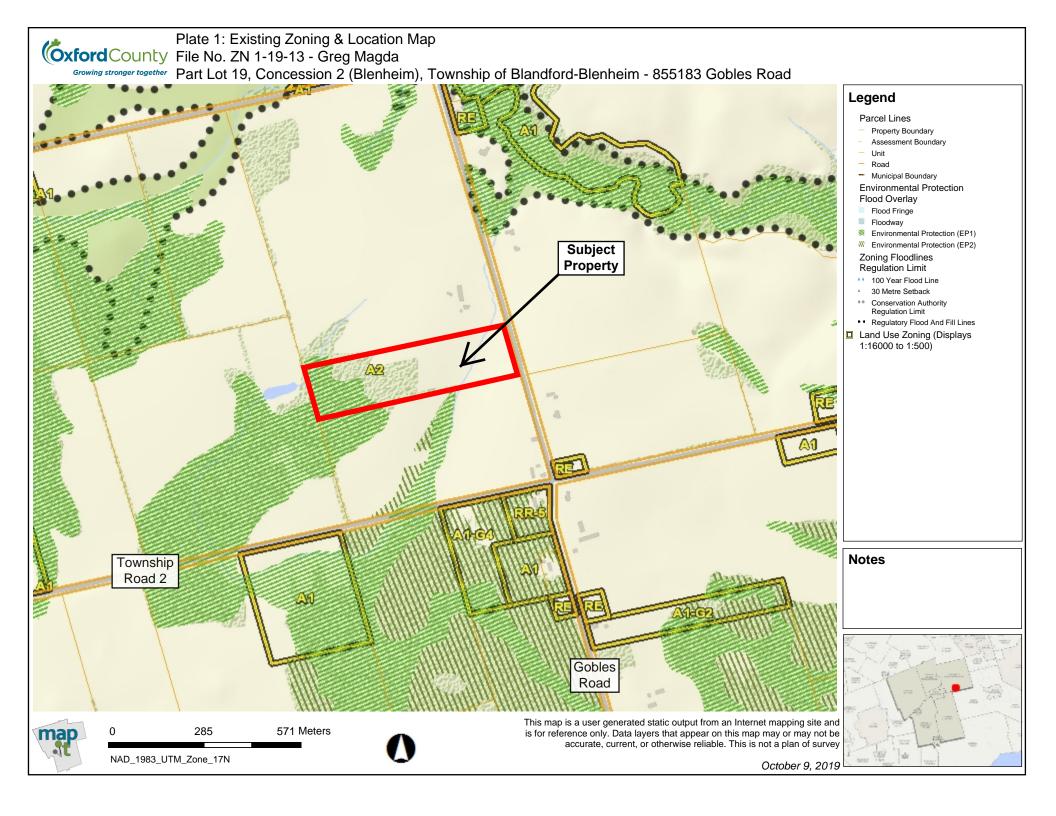
#### SIGNATURES

Authored by: original signed by Rebecca Smith, MCIP, RPP

Development Planner

**Approved for submission:** original signed by Eric Gilbert, MCIP, RPP

Senior Planner



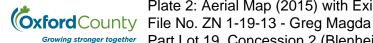


Plate 2: Aerial Map (2015) with Existing Zoning

Part Lot 19, Concession 2 (Blenheim), Township of Blandford-Blenheim - 855183 Gobles Road



#### Legend

#### Parcel Lines

Property Boundary

- Assessment Boundary
- Unit
- Road
- Municipal Boundary

#### **Environmental Protection** Flood Overlay

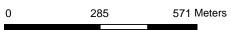
- Flood Fringe
- Floodway
- Environmental Protection (EP1)
- W Environmental Protection (EP2)

#### Zoning Floodlines Regulation Limit

- 100 Year Flood Line
- △ 30 Metre Setback
- Conservation Authority Regulation Limit
- • Regulatory Flood And Fill Lines
- Land Use Zoning (Displays 1:16000 to 1:500)

Notes





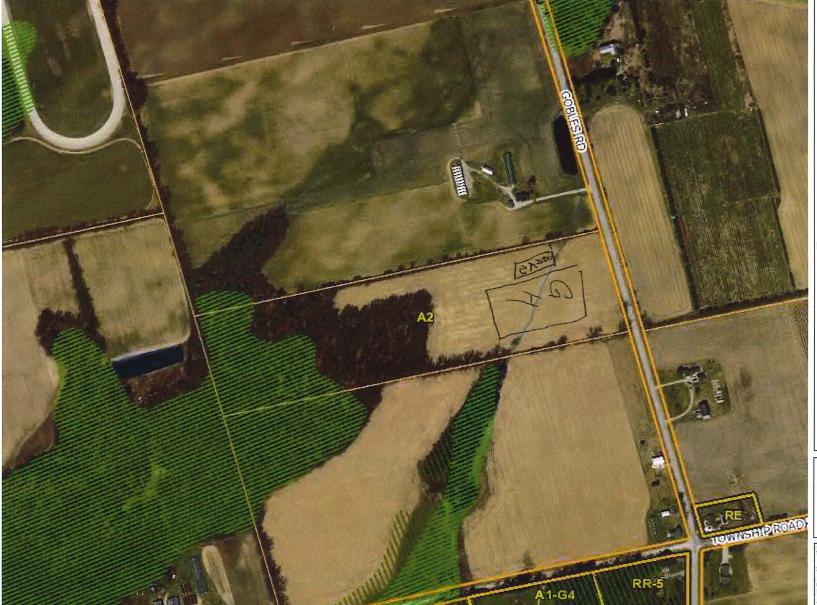
NAD\_1983\_UTM\_Zone\_17N



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. This is not a plan of survey File No. ZN 1-19-13 - Greg Magda

Plate 3: Applicant Sketch

Growing stronger together Part Lot 19, Concession 2 (Blenheim), Township of Blandford-Blenheim - 855183 Gobles Road



#### Legend

Parcel Lines

- Property Boundary
- Assessment Boundary
- Unit
- Road
- Municipal Boundary

**Environmental Protection** Flood Overlay

- Flood Fringe
- Floodway
- Environmental Protection (EP1)
- ₩ Environmental Protection (EP2)

Zoning Floodlines Regulation Limit

- 100 Year Flood Line
- 30 Metre Setback
- Conservation Authority Regulation Limit
- • Regulatory Flood And Fill Lines
- □ Land Use Zoning (Displays 1:16000 to 1:500)

**Notes** 



map

143

285 Meters

NAD\_1983\_UTM\_Zone\_17N



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. This is not a plan of survey

October 2, 2019



To:

## **TOWNSHIP OF BLANDFORD-BLENHEIM**

#### Agenda Item

Rick Richardson -

**From:** Director of Protective

Services

**Reviewed By:** Rodger Mordue **Date:** November 12<sup>th</sup>, 2019

Subject: October Monthly Report Council Meeting Date: November 20<sup>th</sup> ,2019

**Report #:** FC-19-12

\_\_\_\_\_\_

#### **Recommendation:**

That Report FC-19-12 is received as information

Members of Council

#### **Background:**

To provide Council with an update regarding the activities of the Protective Services Department, for the month of October 2019

#### Analysis/Discussion:

#### Fire:

- (22) burn permits were issued in October
- October 2019 monthly fire calls (attach)

#### **Meetings, Courses and Training Attended:**

- Oct 1 staff attended Enbridge Gas plant in Bright to meet with their staff to set up our November exercise
- Oct 15 meet with Drumbo Rescue Committee and contractor to finalize the shelving design for the interior of the space cab
- Oct 16 meet at Drumbo Station with bunker suit supplier to measure firefighters for new gear
- Oct 21 attended Fire Chiefs meeting at County Building to discuss Service Delivery Review with consultant
- Oct 29 hosted Chiefs meeting in Council chambers

12

31-Oct Blandford Rd

#### **October Fire Calls Bright** 22 01-Oct 16th Line - EZT Structure Fire-Tanker Assist 23 07-Oct Twp Rd 14 Medical Call 24 21-Oct Charles St Medical Call 25 MVC 25-Oct Oxford-Waterloo Rd 26 29-Oct Twp Rd 8 Medical Call 27 30-Oct Odour of Gas Twp Rd 14 Drumbo 86 01-Oct 16th Line - EZT Structure Fire - Tanker Assist 87 07-Oct Cty Rd 3 Medical Call MVC/Vehicle Fire 88 15-Oct Hwy 401 Km 260 17-Oct Cty Rd 3 **Medical Call** 89 90 23-Oct Twp Rd 10 Medical Call 91 27-Oct Twp Rd 8 Hydro Lines Down Plattsville 07-Oct Twp Rd 14 56 **Medical Assist** 57 12-Oct Ann St N Medical Call 58 15-Oct Hwy 401 Km 260 Vehicle Fire - Assist 59 21-Oct Charles St **Medical Assist** 60 25-Oct Oxford Rd 3 MVC 61 25-Oct Oxford Rd 8 MVC 26-Oct Oxford-Waterloo Rd 62 **MVC-Assist** 63 29-Oct Twp Rd 8 **Medical Assist** 64 29-Oct Oxford Rd 8 Plane Crash Princeton 44 13-Oct Hwy 403 Km 10 MVC - Not Found 45 17-Oct Muir Rd Gas Leak CO Alarm 46 20-Oct Hwy 2 47 23-Oct 3rd Concession Medical Call 48 27-Oct Hwy 403 Km 10 MVC 49 28-Oct Hwy 2 MVC - Not Found 29-Oct Twp Rd 2 50 MVC - Dirtbike **EZT**

MVC

#### **By-Law Enforcement –October 2019**

#### In Progress-2019

- 19-06 Parking assigned to MEU
- 19-07 Parking assigned to MEU
- 19-16 Dirt Dumping assigned to MEU
- 19-18 Dogs Running At Large assigned to MEU
- 19-19 Dog Barking assigned to MEU
- 19-20 Dogs Running At Large assigned to MEU
- 19-22 Dogs Running At Large assigned to MEU

#### **CEMC:**

#### CEMC-October 2019

- Updating Appendices for Emergency Plan
- Organizing Emergency Exercise for November 2019 (meeting with Enbridge Gas – Oct 1)
- Attended Municipal Amalgamation meeting for Emergency Management Oxford County Building (Oct 21)
- o Attended St Clair Sector Meeting in London (Oct 22)

Respectfully submitted by:

Rick Richardson
Director of Protective Services



#### Agenda Item

John Scherer, CBO/

From: Manager of Building

Services

**Reviewed By:** Rodger Mordue, CAO/Clerk **Date:** November 5, 2019

Subject: Monthly Report to Council Council Meeting Date: November 20, 2019

**Report #:** CBO-19-17

#### Recommendation:

That Report CBO – 19 - 17 be received as information.

Members of Council

## Background:

To:

To provide Council with an update, regarding the monthly Building activities for the period ending October 31, 2019.

## **Building Updates:**

- 1. Various other day to day responsibilities regarding Building Services, Property Standards & Zoning.
- 2. Melissa has given her resignation notice effective November 12, 2019.

## **Legislative Updates:**

1. None

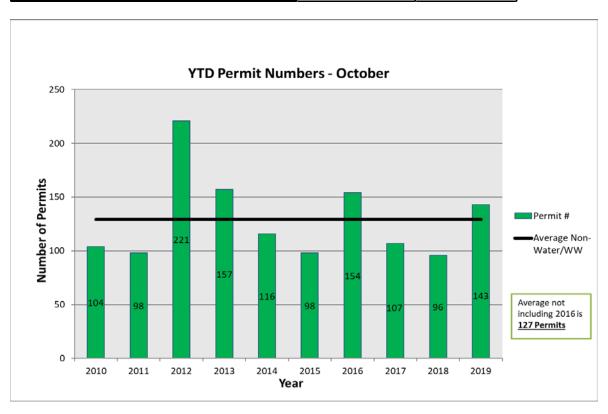
## **Property Standards/By-Law Updates:**

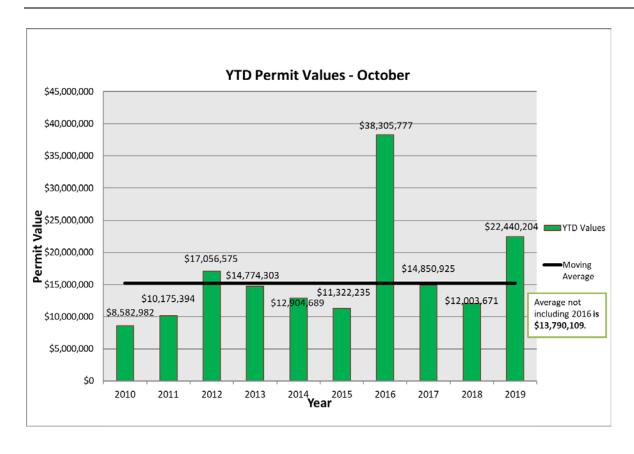
	Complaints	Complaints	<b>Unresolved Complaints</b>
Currently 16 Complaints Unresolved	Received	Closed/Resolved	Historic
October 2019	0		
Year to Date - October 31, 2019	21	6	
Historic Complaints - Unresolved			1

#### **Monthly Permit Activity**

	# Permits	Const. Value	Permit Fees
October	24	\$2,645,000.00	\$29,620.56
Year to Date - October 31, 2019	143	\$22,440,204.00	\$235,170.52

Building Description	<b>Permit Value</b>	Pe	rmit Fee
Shed/Office	\$250,000.00	\$	525.00
SDD Reno	\$30,000.00	\$	500.00
Deck	\$7,000.00	\$	100.00
Dust Collector Install	\$120,000.00	\$	750.00
Connect to Municipal Water	\$10,000.00	\$	360.00
Pool	\$45,000.00	\$	200.00
Change Use - Dairy Barn to Implement Shed	\$0.00	\$	500.00
New SDD	\$400,000.00	\$	5,459.28
New SDD	\$400,000.00	\$	4,460.00
Construct a storage shop	\$70,000.00	\$	1,900.00
Equiptment Shed - Non Ag	\$200,000.00	\$	3,343.75
Equiptment Shed - Ag	\$50,000.00	\$	1,498.00
Attached Garage	\$30,000.00	\$	829.00
Dairy Barn Addition	\$50,000.00	\$	329.20
Deck	\$20,000.00	\$	200.00
New SDD	\$400,000.00	\$	4,873.80
Garage	\$40,000.00	\$	820.00
Shed	\$5,000.00	\$	268.00
Septic System	\$5,000.00	\$	550.00
Detached Garage	\$25,000.00	\$	405.25
Septic Tank	\$5,500.00	\$	200.00
Septic System	\$7,500.00	\$	550.00
New SDD	\$400,000.00	\$	5,459.28
Pool	\$75,000.00	\$	200.00
	\$2,645,000.00		\$34,280.56





Respectfully submitted by:

John Scherer

Manager Building Services/CBO



## Agenda Item

To: Members of Council From: Denise Krug,

Director of Finance

Reviewed By: Rodger Mordue Date: November 12, 2019

Report #: TR-19-19 Council

Meeting Date: November 20, 2019

**Subject:** 2020 Salaries and Wages

#### Recommendation:

That Report TR-19-19 be received as information;

And further that the remuneration for Council members, Volunteer Fire Fighters, Fence-Viewers, Livestock Valuers, Police Service Board and Property Standards Committee members and all Township employees, with the exception of those affected by minimum wage legislation, be increased effective January 1, 2020 by 1.9%;

#### **Background:**

Each year Council gives consideration to salary increases for staff and others based on the cost of living index, as established by Statistics Canada. TR-15-11 recommended that the Cost of Living Adjustment (COLA), from August to August of the previous year be used on an ongoing basis, for budgeting and consistency.

The one year average increase in the monthly Consumer Price Index for the province of Ontario, from August 2018 to August 2019 is 1.9%.

#### **Analysis/Discussion:**

The table on the following page shows the increases over the past 6 years for comparator municipalities, average increase over the past 6 years and proposed increases for 2020.

Municipality	2014	2015	2016	2017	2018	2019	6 yr average	2020	Comments
Blandford- Blenheim	1.00%	2.00%	1.20%	1.50%	1.50%	3.10%	1.72%	1.90%	Proposed - Ontario CPI - Aug to Aug
East Zorra Tavistock	?	?	1.50%	1.50%	1.50%	1.50%	1.50%	2.00%	Proposed - ?
Erin	2.00%	1.50%	1.90%	0.75%	1.70%	1.90%	1.63%	1.90%	Proposed – CPI and comparators
Guelph Eramosa	1.00%	2.00%	1.70%	1.50%	1.70%	2.20%	1.68%	1.7- 1.9%	Proposed – based on Sept CPI
Mapleton	2.50%	2.50%	N/A	2.00%	1.30%	2.90%	2.24%	1.90%	Proposed – based on Aug CPI
Minto	0.00%	2.00%	1.00%	1.50%	2.00%	2.00%	1.42%	?	Proposed – based on Oct CPI
Mono	1.30%	2.00%	1.70%	1.70%	1.70%	2.20%	1.77%	2.00%	Proposed – Estimated based on Ontario CPI increase - Oct
Norwich	1.50%	1.75%	1.60%	1.60%	1.70%	2.30%	1.74%	1.70%	Proposed -Based on union increases & CPI
Puslinch	1.00%	2.00%	1.20%	1.50%	1.69%	2.33%	1.62%	1.90%	Proposed - Ontario CPI - Aug to Aug
South-West Oxford	0.90%	2.40%	1.00%	2.10%	1.30%	2.50%	1.70%	?	Proposed - Ontario CPI Oct to Oct
Wellesley	1.50%	2.00%	1.50%	1.75%	1.70%	2.50%	1.83%	?	Proposed – non- union - October CPI for Canada
Wellington North	1.50%	1.50%	1.50%	1.60%	2.10%	1.90%	1.68%	2.00%	Proposed - estimate based on April CPI with July 1st Implementation
Zorra Township	1.00%	1.50%	1.00%	1.50%	1.40%	2.40%	1.47%	?	Proposed - Cda Oct - Oct CPI
Average	1.29%	1.97%	1.44%	1.58%	1.66%	2.37%	1.72%	1.91%	

Whatever measure is used to determine the annual cost of living increase to wages, it is important to insure that employees' wages keep up with inflation and that the Township stays competitive with other municipalities. Failing to do could result in the loss of employees to neighbouring municipalities and also large increases when pay equity/market studies are done. Using the provincial CPI August to August on a consistent basis, insures that the Township stays competitive with other municipalities.

#### **Financial Considerations:**

An increase of 1.9% to all Township wages represents an increase of approximately \$33,900 in wages and \$6,600 in benefits for a total of \$40,500 in the overall budget for 2020.

#### **Attachments:**

None

Respectfully submitted by:

Denise Krug
Director of Finance/Treasurer



## Agenda Item

To: Members of Council From: Denise Krug, Director of

Finance/Treasurer

Reviewed By: Rodger Mordue, CAO/Clerk Date: November 13, 2019

Subject: 2020 Summer Students Council Meeting Date: November 20, 2019

**Report #:** TR-19-20

#### Recommendation:

That council authorize the hiring of 5 summer students in 2020 as set out in this report.

## Background:

In 2019, the Township employed 5 summer students; 2 in Community Services, 2 in Public Works and 1 shared between Administration and Public Works.

In 2018, the Township employed 5 summer students, 2 in Community Services, 2 in Public Works and 1 in Administration.

In 2017, the Township employed 4 summer students; 1 in Community Services, 2 in Public Works and 1 in Finance and Administration.

In 2016, the Township employed 5 summer students; 3 in Community Services and 2 in Public Works.

Employing summer students allows the municipality to be a good corporate citizen by engaging and introducing local youth to municipal government. In addition, these positions will enable full time employees to utilize their vacation time during the summer months, while allowing the departments to continue their required level of service to the community.

#### Discussion:

The Community Services department would like to hire 2 students for the 2020 season. The students will help out with various projects such as grass cutting, trimming, waste clean up and disposal as well as park maintenance such as ball diamond grooming.

The Public Works department would also like to hire 2 students for the 2020 season. These students will help out with traffic protection for road construction projects as well as grass trimming and garbage pick up.

In 2020, the Finance/Administration Department would like to hire a student to perform tasks associated with asset management and Laserfiche. This includes scanning and filing current and backlog documents in our document management software as well as developing asset profiles and measuring levels of service for assets in order to comply with provincial legislative requirements.

The hiring of students for the 2020 operating year is being brought to Council in advance of the Operating Budget discussions because the deadline for grant applications is always early in the new year. In past years, there has been some difficulty in hiring students and it is felt that early approval of these student positions will allow the Township to advertise earlier and attract a larger pool of applicants.

#### **Financial Considerations:**

In 2019, the total wages and benefits for the 5 students was \$48,676.82. The Township did not receive a Canada Summer Jobs grant in 2019.

In 2018, the total wages and benefits for the 5 students was approximately \$48,900. The Township received a Canada Summer Jobs grant for 8 weeks x 30 hours for each student for a total of \$8,400. The net cost to the Township was \$40,500.

In 2017, the total wages and benefits for the 4 students was approximately \$32,750. The Township was approved for a Canada Summer Jobs grant for 8 weeks x 30 hours for each student for a total of \$5,472.00. The net cost to the Township for the 4 students was \$27,275.

In 2016, the total wages and benefits for the 5 students was approximately \$41,100. The Township received a Canada Summer Jobs grant for 8 weeks x 37.5/40 hours for each student for a total of \$8,670.20. The net cost to the Township for the 5 students was \$32,430.

For 2020, it is estimated that the total cost for 5 students would be approximately \$53,000. Staff will apply for the Canada Summer Jobs grant as well as any other grant opportunities that may be available, to help offset these costs.

#### **Attachments:**

None

Respectfully submitted by:

Denise Krug
Director of Finance/Treasurer



## Agenda Item

To: Members of Council

Denise Krug, Director of

Reviewed By: Finance/Treasurer

**Subject:** OPP Contract

**Report #:** CAO-19-15

From: Rodger Mordue, CAO/Clerk

Date: November 4, 2019

Council

Meeting Date: November 20, 2019

#### Recommendation:

That Report CAO-19-15 be received; and,

That staff be directed to bring forward a by-law to authorize entering into a five year agreement for the provision of police services under section 10 of the Police Services Act with the Ontario Provincial Police.

#### **Background:**

The Township's contract with the Ontario Provincial Police (OPP) expires on December 31, 2019.

Section 5 (1) of the Police Services Act (the Act) provides that a municipality is responsible to provide police services and that these services shall be discharged in one of the following ways:

- The Council may establish a police force, the members of which shall be appointed by a board under clause 31 (1) (a).
- 2 Council may enter into an agreement under section 33 with one or more other Council's to constitute a joint and that board may appoint the members of a police force under clause 31 (1) (a).
- The Council may enter into an agreement under section 6 with one or more other Council's to amalgamate their police forces.
- The Council may enter into an agreement under section 6.1 with the Council of another municipality to have its police service provided by the board of the other municipality, on the conditions set out in the agreement. This is only allowed if the municipality that is to receive the police service is contiguous to the municipality that is to provide the police service or is contiguous to any other municipality that receives police services from the same municipality.

- The Council may enter into an agreement under section 10, alone or jointly with one or more other Council's, to have police services provided by the OPP.
- With the Commission's approval, the Council may adopt a different method of providing police services.

Section 5.1 (1) of the Act further states that if a municipality does not provide police services by one of the above ways, then the OPP shall provide police services. The municipality would then be billed for these services.

Since there has been no discussion on moving to a different model for policing the options available to Blandford-Blenheim are:

- 1 Enter into a new contract for policing under section 10 of the Act (option 5 above), or
- 2 Not enter into a contract in which case section 5.1 (1) of the Act would automatically be implemented to provide police services to the Township.

## **Analysis/Discussion:**

The Township is required to provide police services. The Township's current contract with the OPP expires on December 31, 2019. In order to provide policing in 2020 the Township can either: Enter into a new contract with the OPP, or; Not enter into a contract in which case section 5.1 (1) of the Act would automatically be implemented to provide police services to the Township.

Attached is a chart provided by the OPP which outlines the differences between section 5.1 (no contract) and section 10 (contract) service. The most significant difference can be summarized as follows:

#### Service Levels

Service levels are determined by the OPP based on what is deemed adequate and effective under the Act and Regulations. With a contract the municipality may opt for enhanced services at their own cost. In the past the level of service was based on what was deemed to be adequate by the OPP. There were no enhancements previously and the proposed contract also contains no enhanced services.

#### Police Services Board

With a contract arrangement it's mandatory for a Police Services Board (PSB) to be established. Under a non-contractual arrangement a PSB is not possible but a municipality has the option to establish an Advisory Committee to deal with policing matters.

## **Support Funding**

Currently the Province provides a certain level of funding for a police service to provide programs if there is a contract in place. Among these programs are the Community Safety and Policing Grant and the RIDE program.

#### Conclusion

If Council wishes to enter into a contract with the OPP there are a number of options related to the term of the contract. The terms being offered are 3, 4, 5 or 6 years with a one-year notification clause for termination.

It's staff's recommendation that the contract option be chosen and that it be for a period of five years. A five year contract is the term that has traditionally been chosen by the Township. A five year term would expire on December 31, 2024. The Service Delivery Review which is currently underway is looking all services including policing. If this review finds that changes should be made to the manner in which policing services are provided, then the one-year termination clause could be used.

A contract is beneficial as it provides for a degree of civilian oversight through the Police Services Board and it provides access to additional funding for activities such as the RIDE program. The alternative would be to not enter into a contract, in which case Section 5.1 (1) would be enacted. With the billing model in place whereby municipalities are billed for services received regardless of having a contract or not there is no financial benefit to the Township to operate without a contract.

#### **Financial Considerations:**

The estimated cost to provide policing services to the Township of Blandford-Blenheim in 2020 is \$967,917. Under the expiring contract these costs have been:

2015	965,566
2016	924,390
2017	940,701
2018	941,254
2019	961,014

#### Attachments:

OPP Chart – Section 5.1 vs Section 10

Respectfully submitted by:

Rodger Mordue CAO/Clerk



# Section S. 5.1 vs. S. 10 PSA

This chart illustrates the differences between OPP Section 5.1 and Section 10 PSA policing

LEGISLATED / FUNDING	S. 10 PSA - CONTRACT	S. 5.1 – NON CONTRACT
DIFFERENCES	9.11.92	
1. Civilian Governance Model	Police Services Board – mandatory pursuant to 10(2) PSA	Committee – discretionary 5.1(4) PSA
2. Objectives and priorities for delivery of police services within the Municipality	Determined by Board after consultation with the Detachment Commander – 10(9) (b) (PSA)	Advisory role for CPAC for objectives and priorities for police services in municipality – 5.1(6)
3. Policy for the effective management of the police force	Local policy established by Board after consultation with the Detachment Commander - 10(9) (c) PSA	No defined role in PSA
4. Selection of the detachment commander/chief of police	Participate in the selection of the Detachment Commander- 10(9) (a) PSA	OPP attempts to involve s. 5.1 PSA integrated detachment municipalities in the selection - no legislated requirement
5. Evaluation of the Detachment Commander/Chief of Police	Monitor performance of Detachment Commander 10(9) (d) PSA	No defined role in PSA
6. Maintenance of a complaints system	Review the Detachment Commander's administration of the complaint system and receive regular reports – 10(9) (f) PSA	No defined role in PSA
7. Appoint the members of the force	All hiring cost are covered under the agreement with the OPP, members are selected using the criteria of 43 (1) PSA	All hiring cost are covered, members are selected using the criteria of 43 (1) PSA
8. Monitor secondary activities of the police force members	The Detachment Commander provides regular reports to board on decisions made on secondary activities – 10(9) (e) PSA	No defined role in PSA
9. Ministry Support Funding	CPP & 1000 Officers Program, RIDE grants	Ineligible
10. Revenue from sale of found / recovered property and Fees recouped from sale of reports, security checks	Provided directly to municipality / board in a method agreed to locally	Credited to municipality in annual reconciled financial statement
	By-law enforcement as specified in a contract - 10(6) PSA	19(2) PSA – OPP have no responsibility regarding municipal by-laws



#### Agenda Item

To: Members of Council From: Rodger Mordue, CAO/Clerk

**Reviewed By:** N/A **Date:** November 4, 2019

Subject: Station Street property sale

Council
Meeting Date:

November 20, 2019

**Report #:** CAO-19-16

#### **Recommendation:**

That report CAO-19-16 be received; and,

That the Mayor and Clerk be authorized to execute any and all documents required for the sale of the property located on Station Street Drumbo being Plan 41R-9908, Part 1 to Jonathan and Kristy Steen.

## **Background:**

At its regular meeting on May 15, 2019 Council considered a request from Jonathan and Kristy Steen to sell a portion of municipally owned property in Drumbo. Council agreed to a sale and declared a portion of the property surplus to the needs of the municipality. Staff has been working with the Steen's on the transfer since that date.

## **Analysis/Discussion:**

Since declaring the property surplus staff has been working with the Steen's towards its sale. A survey of the property was required and copy of Plan 41R-9908 is attached to this report. If approved, Part 1 of the Plan will be transferred to the Steen's.

Also, pursuant to the Township By-Law governing the disposal of real property an opinion of value was attained from a qualified realtor. That opinion placed the value of the property to be transferred at \$3,350.

The final step for the Township in this process will be for Council to pass a by-law authorizing the sale of the property.

## **Financial Considerations:**

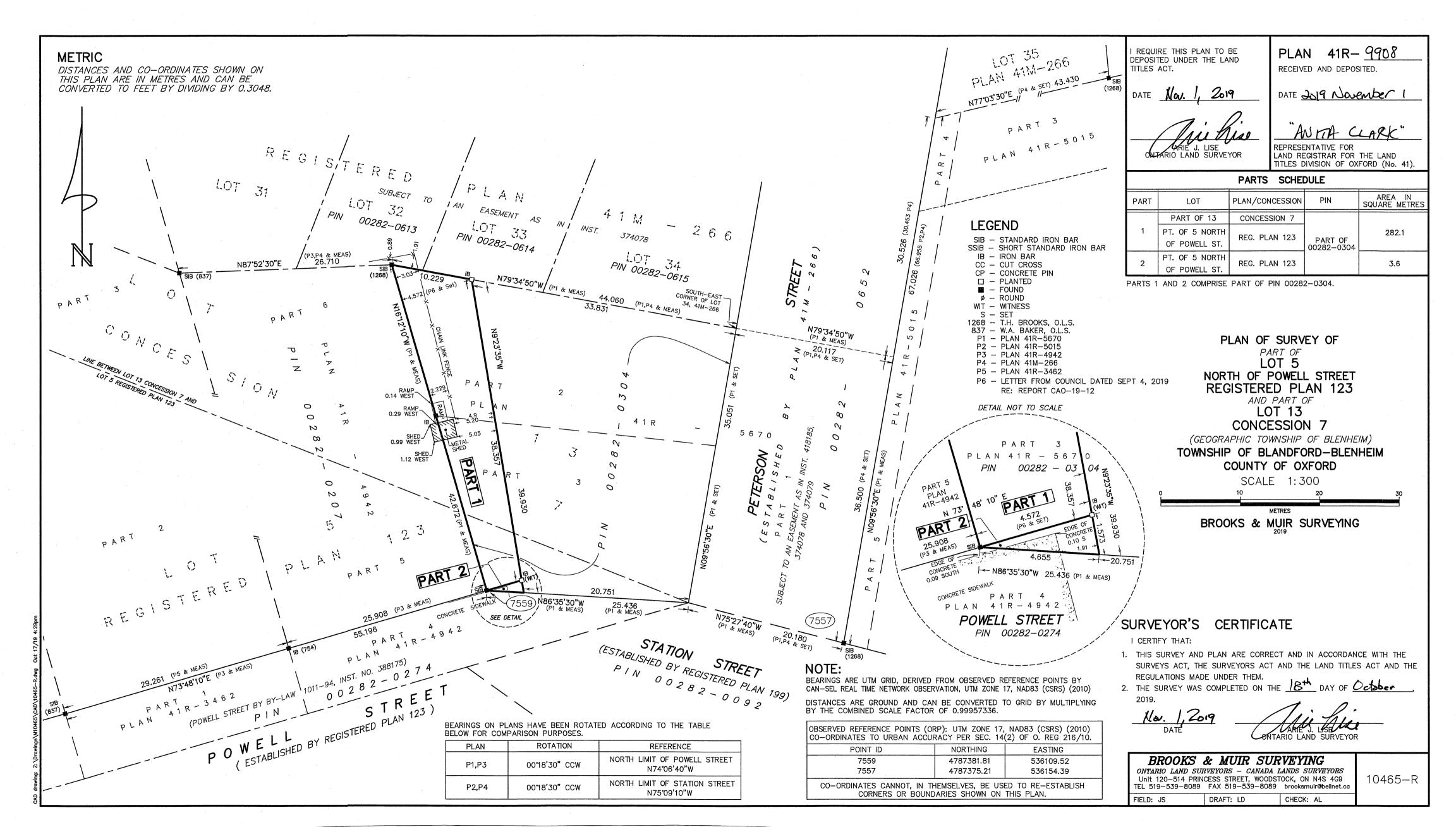
The purchase price of the property will be \$3,350 which was determined by the opinion of value. The purchasers will also be responsible for all costs incurred by the municipality. This includes the cost to attain the opinion of value and the Township's legal fees.

#### **Attachments:**

- Plan 41R-9908

Respectfully submitted by:

Rodger Mordue CAO/Clerk



#### TOWNSHIP OF BLANDFORD-BLENHEIM

#### BY-LAW NUMBER **2161-2019**

Being a By-law to provide for the sale of property located on Station Street, being Plan 41R-9908 Part 1 to Jonathan and Kristy Steen.

**WHEREAS** Section 8 of the Municipal Act, S.O. 2001, Chapter 25, and amendments thereto, provides that Councils of all municipalities have the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Act.

**AND WHEREAS** Section 268 of the Municipal Act, S.O. 2001, Chapter 25, and amendments thereto, provides the conditions and procedures to follow when selling lands owned by the municipality.

**AND WHEREAS** Resolution Number 13 enacted on May 15, 2019, by the Council of the Corporation of the Township of Blandford-Blenheim declared the property described in this by-law as surplus to the needs of the Township.

**NOW THEREFORE** the Council of the Corporation of the Township of Blandford-Blenheim enacts as follows:

1. That the Mayor and CAO/Clerk of the Corporation of the Township of Blandford-Blenheim be and are hereby authorized to execute a Deed to Jonathan and Kristy Steen, for the property known as Plan 41R-9908 Part 1 Three Thousand Three Hundred and fifty (\$3,350.00).

By-law **READ** a **FIRST** and **SECOND** time this 20th day of November, 2019.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 20th day of November, 2019.

Mark Peterson, Mayor
Rodger Mordue, CAO/Clerk

#### TOWNSHIP OF BLANDFORD-BLENHEIM

#### BY-LAW NUMBER 2162-2019

A By-Law to amend Zoning By-Law Number 1360-2002, as amended.

WHEREAS the Municipal Council of the Corporation of the Township of Blandford-Blenheim deems it advisable to amend By-Law Number 1360-2002, as amended.

THEREFORE, the Municipal Council of the Corporation of the Township of Blandford-Blenheim, enacts as follows:

- 1. That Schedule "A" to By-Law Number 1360-2002 as amended, is hereby amended by changing to "A2-26" and the zone symbol of the lands so designated "A2-26" on Schedule "A" attached hereto.
- 2. That Section 7.6 to By-Law Number 1360-2002, as amended, is hereby amended by adding the following subsection at the end thereof:

## "7.6.26 Location: Part Lot 19, Concession 2 (Blenheim), A2-26 (Key Map 51)

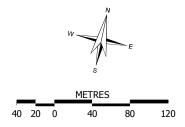
- 7.6.26.1 Notwithstanding any provision of this Zoning By-Law, no *person* shall within any A2-26 Zone use any *lot*, or *erect, alter* or use any *building* or *structure* for any purpose except the following:
  - all uses permitted in Section 7.1 of this Zoning By-Law, with the exception of a single detached dwelling accessory to a farm or a regulated farm.
- 7.6.26.2 Notwithstanding any provision of this Zoning By-Law, no *person* shall within any A2-26 Zone use any *lot*, or *erect*, *alter* or use any *building* or *structure* for any purpose except in accordance with the following provisions:
- 7.6.26.2.1 LOT AREA **9.4 ha** (23 ac)
- 7.6.26.3 All of the other provisions of the A2 Zone in Section 7.2 and all other relevant provisions contained in this Zoning By-Law shall continue to apply mutatis mutandis."

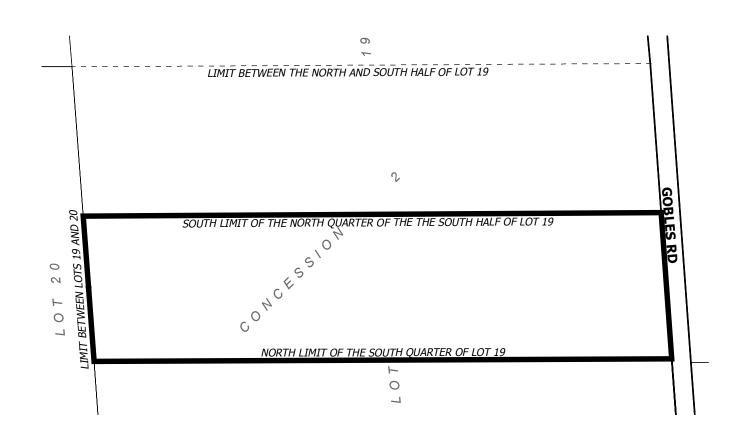
3.	This By-Law comes into force in account Act, R.S.O. 1990, as amended.	ordance with Sections 34(21) and (30) of the Planning
READ	a first and second time this 20 <sup>th</sup> day of	of November, 2019.
READ	a third time and finally passed this 20	<sup>th</sup> day of November, 2019.
		Mark Peterson - Mayor
(SEAL	.)	
		Rodger Mordue – CAO/Clerk

## SCHEDULE "A"

TO BY-LAW No. 2162-2019

# PT LOT 19, CONCESSION 2 (BLENHEIM) TOWNSHIP OF BLANDFORD-BLENHEIM

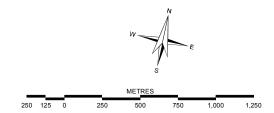


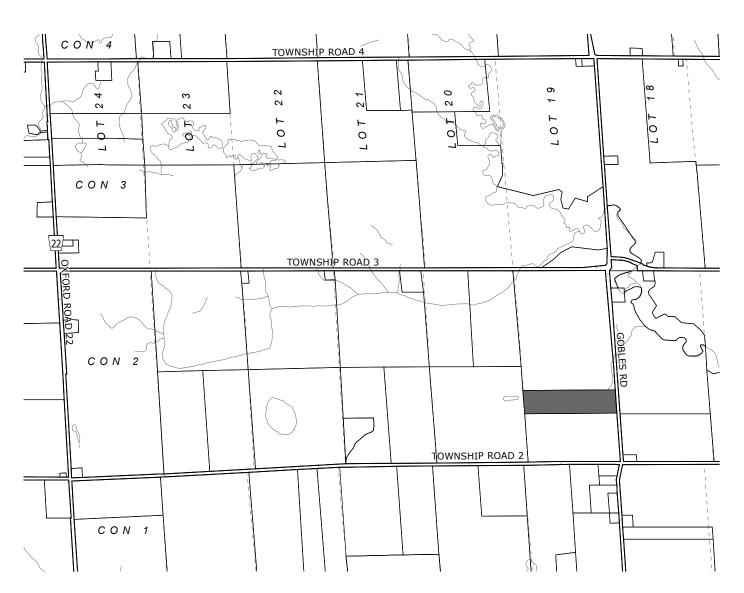


	AREA OF ZONE CHANGE TO A2-26
NOTE:	ALL DIMENSIONS IN METRES
~-	ford County Growing stronger together
Produced By 1	The Department of Corporate Services Information Services ©2019

TO BY-	THIS IS SCHEDULE "A" LAW No. 2162-2019, PASSED
THE	20th DAY OF November, 2019
-	MAYOR
-	CLERK

# **KEY MAP**









#### BY-LAW NUMBER 2162-2019

#### **EXPLANATORY NOTE**

The purpose of By-Law Number 2162-2019 is to rezone the subject property from 'General Agricultural Zone (A2)' to 'Special General Agricultural Zone (A2-26)' to permit a greenhouse operation for the production of various greenroof systems, on an existing undersized farm parcel. A special provision is included to recognize the existing lot area of 9.4 ha (23.3 ac), and to remove an accessory single detached dwelling as a permitted use.

The subject lands are described as Part Lot 19, Concession 2 (Blenheim), Township of Blandford-Blenheim. The lands are located on the west side of Gobles Road, north of Township Road 2, and are municipally known as 855183 Gobles Road.

The Township of Blandford-Blenheim adopted the amending By-law Number 2162-2019. Any person wishing further information relative to Zoning By-Law Number 2162-2019 may contact the undersigned. No public input was received respecting this application.

Mr. Rodger Mordue, CAO/Clerk Township of Blandford-Blenheim 47 Wilmot Street Drumbo, Ontario N0J 1G0

Telephone: 519-463-5347

#### TOWNSHIP OF BLANDFORD-BLENHEIM

#### BY-LAW NUMBER **2163-2019**

Being a By-law to authorize the execution of an Agreement between the Ministry of Community Safety and Correctional Services of Ontario ("Ontario") and The Corporation of the Township of Blandford-Blenheim ("the municipality") for the provision of Police Services.

**WHEREAS** Section 4. (1) and (4) (b) of the Police Services Act, R.S.O. 1990, Chapter P.15, and amendments thereto, provides that every municipality, (lower-tier municipalities in the County of Oxford), shall provide adequate and effective police services in accordance with its needs:

**AND WHEREAS** Section 5. (1) 5. of the Police Services Act, R.S.O. 1990, Chapter P.15, and amendments thereto, provides the authority for Council to enter into an agreement under Section 10, alone or jointly with one or more other Councils, to have police services provided by the Ontario Provincial Police;

**AND WHEREAS** Council deems it necessary to enter into an Agreement with the Minister of Community Safety and Correctional Services pursuant to the Police Services Act.

**NOW THEREFORE,** the Municipal Council of The Corporation of the Township of Blandford-Blenheim enacts as follows:

- 1. That the Mayor and Clerk are hereby authorized and instructed to execute on behalf of the Municipality an agreement between Her Majesty the Queen in Right of Ontario, as represented by the Minister of Community Safety and Correctional Services and the Corporation of the Township of Blandford-Blenheim, as attached hereto as Schedule "A" for the provision of Police Services pursuant to Section 10 of the Police Services Act, R.S.O. 1990, Chapter P. 15, as amended.
- 2. That this by-law shall be effective upon the passing thereof.

By-law **READ** a **FIRST** and **SECOND** time this 20th day of November, 2019.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 20th day of November, 2019.

Mark Peterson	, Mayor
Rodger Mordu	e, CAO/Clerk

#### TOWNSHIP OF BLANDFORD-BLENHEIM

## BY-LAW NUMBER **2164-2019**

Being a By-law to confirm the proceedings of Council.

**WHEREAS** by Section 5 of the *Municipal Act* 2001, S.O. 2001, c.25, the powers of a municipal corporation are to be exercised by its Council.

**AND WHEREAS** by Section 11 of the *Municipal Act* 2001, S.O. 2001, c.25, the powers of every Council are to be exercised by by-law;

**AND WHEREAS** it is deemed expedient that the proceedings of the Council of the Corporation of the Township of Blandford-Blenheim at this meeting be confirmed and adopted by by-law;

**NOW THEREFORE** the Council of the Corporation of the Township of Blandford-Blenheim hereby enacts as follows:

- 1. That the actions of the Council of the Corporation of the Township of Blandford-Blenheim in respect of each recommendation contained in the reports of the Committees and each motion and resolution passed and other action taken by the Council of the Corporation of the Township of Blandford-Blenheim, at this meeting held on November 20, 2019 is hereby adopted and confirmed as if all such proceedings were expressly embodied in this by-law.
- 2. That the Mayor and proper officials of the Corporation of the Township of Blandford-Blenheim are hereby authorized and directed to do all things necessary to give effect to the actions of the Council referred to in the proceeding section hereof.
- 3. That the Mayor and the CAO / Clerk be authorized and directed to execute all documents in that behalf and to affix thereto the seal of the Corporation of the Township of Blandford-Blenheim.

By-law read a first and second time this 20 day of November, 2019.

By-law read a third time and finally passed this 20 day of November, 2019.

MAYOR	CAO / CLERK
MARK PETERSON	RODGER MORDUE