



The Corporation of the City of Sault Ste. Marie  
Regular Meeting of City Council  
Agenda

Monday, February 8, 2021

4:30 pm

Video Conference

---

	Pages
<b>1. Adoption of Minutes</b>	<b>10 - 28</b>
Mover Councillor L. Dufour	
Seconder Councillor M. Bruni	
Resolved that the Minutes of the Regular Council meeting of January 25, 2021 be approved.	
<b>2. Questions and Information Arising Out of the Minutes and not Otherwise on the Agenda</b>	
<b>3. Declaration of Pecuniary Interest</b>	
<b>4. Approve Agenda as Presented</b>	
Mover Councillor L. Dufour	
Seconder Councillor R. Niro	
Resolved that the Agenda for February 8, 2021 City Council meeting as presented be approved.	
<b>5. Proclamations/Delegations</b>	
<b>5.1. 2020 Heritage Award</b>	<b>29 - 29</b>
Guy Traficante (Algoma Conservatory of Music) – 75 Huron Street and Tony Porco (Machine Shop) – 83 Huron Street	
<b>5.2. National Heritage Week</b>	<b>30 - 30</b>
<b>5.3. Citizens Helping Addicts and Alcoholics Get Treatment</b>	

Dr. Paul Hergott

**6. Communications and Routine Reports of City Departments, Boards and Committees – Consent Agenda**

Mover Councillor L. Vezeau-Allen

Seconder Councillor M. Bruni

Resolved that all the items listed under date February 8, 2021 – Agenda item 6 – Consent Agenda be approved as recommended.

**6.1. Prince Township Municipal Boundary Petition**

31 - 34

A report of the Chief Administrative Officer is attached for the information of Council

Mover Councillor L. Dufour

Seconder Councillor R. Niro

Resolved that the report of the CAO dated February 8, 2021 concerning Prince Township Municipal Boundary Petition be received as information.

**6.2. Outside Agency Grant Agreements 2021**

35 - 36

A report of the Director of Community Services is attached for the consideration of Council.

The relevant By-laws 2021-30, 2021-31, 2021-32, 2021-33, 2021-34, and 2021-35 are listed under item 11 of the Agenda and will be read with all by-laws under that item.

**6.3. Rural Economic Development Agreement Extension – ECNHS**

37 - 39

A report of the Director of Community Services is attached for the consideration of Council.

The relevant By-law 2021-41 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

**6.4. Miscellaneous Aqueduct Repairs – Consultant Selection**

40 - 41

A report of the Manager of Design and Transportation Engineering is attached for the consideration of Council.

Mover Councillor L. Dufour

Seconder Councillor R. Niro

Resolved that the report of the Manager of Design and Transportation Engineering dated February 8, 2021 concerning Miscellaneous Aqueduct Repairs – Consultant Selection be received and that Council authorize entering into an agreement for engineering services with STEM Engineering.

An individual engineering agreement will be brought to Council for approval at

a future meeting.

**6.5. Case Road Culvert Replacement – Consultant Selection** 42 - 43

A report of the Municipal Engineer is attached for the consideration of Council.

Mover Councillor L. Vezeau-Allen

Seconder Councillor M. Bruni

Resolved that the report of the Municipal Services Engineer dated February 8, 2021 concerning Case Road Culvert Replacement – Consultant Selection be received and that Council authorize entering into an agreement for engineering services with Tulloch Engineering.

An individual engineering agreement will be brought to Council for approval at a future meeting.

**6.6. Pointe Des Chenes Campground – 2021 Season** 44 - 46

A report of the Director of Public Works is attached for the consideration of Council.

Mover Councillor L. Dufour

Seconder Councillor R. Niro

Resolved that the report of the Director of Public Works dated February 8, 2021 concerning Pointe des Chenes Campground – 2021 Season be received and that the campground closure based on the capital improvements necessary to comply with the Technical Standards and Safety Authority and the ongoing operational challenges due to the pandemic as well as ongoing water quality issues be approved.

**6.7. Declare 328 Queen Street East Surplus** 47 - 50

A report of the Assistant City Solicitor / Senior Litigation Counsel is attached for the consideration of Council.

The relevant By-law 2021-36 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

**7. Reports of City Departments, Boards and Committees**

**7.1. Administration**

**7.2. Corporate Services**

**7.3. Community Development and Enterprise Services**

**7.4. Public Works and Engineering Services**

**7.5. Fire Services**

**7.6. Legal**

**7.7. Planning**

**7.8. Boards and Committees**

**7.8.1. Environmental Sustainability Committee**

The Boards and Committees Nominating Committee met on January 29, 2021 to consider applications to fill one position on the Environmental Sustainability Committee.

The recommended nomination is listed below.

Mover Councillor L. Vezeau-Allen

Seconder Councillor R. Niro

Resolved that Pedro Antunes be appointed to the Environmental Sustainability Committee from February 8, 2021 to December 31, 2022.

**7.8.2. Algoma University Nomination**

Councillor M. Scott was nominated to the Algoma University Board of Governors on January 11, 2021. As Councillor Scott sits on the Sault College Board of Directors in his personal capacity, a different nominee to the Algoma University Board of Governors is required.

Councillor C. Gardi has indicated an interest in the nomination.

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that Councillor C. Gardi be nominated to the Algoma University Board of Governors from February 8, 2021 to December 31, 2022

**8. Unfinished Business, Notice of Motions and Resolutions Placed on Agenda by Members of Council**

**8.1. Small Business in COVID**

Mover Councillor M. Shoemaker

Seconder Councillor S. Hollingsworth

Whereas the City of Sault Ste. Marie endorses the proposal of the City of Thunder Bay to take a regional approach to allowing small businesses to open in areas of the province less severely affected by COVID-19; and

Whereas the City of Sault Ste Marie endorses the following resolution which was also passed by the City of Thunder Bay:

Be It Resolved that the provincial government be requested to revise the Rules for Areas in Stage 1 under Ontario Regulation 82/20 ("lockdown") to address the inequity created between small businesses required to close and businesses permitted to open and continue sales; to avoid unfair competitive advantage between businesses; and to provide consistency with continued effective health risk management in consultation with Public Health;

Further Be It Resolved that the provincial government be requested to revise the physical distancing protocols to require capacity limits based on a per square metre basis for all businesses, including restaurants, which are currently subject to a hard-capped occupancy limit regardless of business size or capacity based on the current provincial re-opening framework subject to consultation on Public Health best practices; and

That the City of Sault Ste. Marie calls on the Province to partner with municipalities to pilot unique/additional parameters and programs with our local business community that may be key to offering a safe consumer and employee experience so that businesses can remain open and viable while recognizing the unique makeup of local communities; and

That a copy of this resolution be forwarded to the Honourable Doug Ford, Premier of Ontario, the Honourable Prabmeet Singh Sarkaria, Associate Minister of Small Business and Red Tape Reduction, the Honourable Peter Bethlenfalvy, Minister of Finance, the Honourable Ross Romano, Minister of Colleges and Universities and MPP for Sault Ste. Marie, Association of Municipalities of Ontario (AMO), and Northern Ontario Large Urban Mayors(NOLUM).

**9. Committee of the Whole for the Purpose of Such Matters as are Referred to it by the Council by Resolution**

**10. Adoption of Report of the Committee of the Whole**

**11. Consideration and Passing of By-laws**

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that all By-laws under item 11 of the Agenda under date February 8, 2021 be approved.

**11.1. By-laws before Council to be passed which do not require more than a simple majority**

**11.1.1. By-law 2021-30 (Agreement) Algoma University Funding**

51 - 55

A report from the Director of Community Services is on the Agenda.

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that By-law 2021-30 being a by-law to authorize the execution of the Agreement between the City and Algoma University for a grant in the amount of Forty Thousand (\$40,000) Dollars for activities undertaken to attract international students to Sault Ste. Marie be passed in open Council this 8th day of February, 2021.

**11.1.2. By-law 2021-31 (Agreement) Soo Pee Wee Arena Funding 56 - 65**

A report from the Director of Community Services is on the Agenda.

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that By-law 2021-31 being a by-law to authorize the execution of the Agreement between the City and Soo Pee Wee Arena for a grant equal to the total annual municipal and education property taxes for the Residential class assessed value once taxes are paid in full be passed in open Council this 8th day of February, 2021.

**11.1.3. By-law 2021-32 (Agreement) Art Gallery Funding 66 - 70**

A report from the Director of Community Services is on the Agenda.

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolve that By-law 2021-32 being a by-law to authorize the execution of the Agreement between the City and The Art Gallery of Algoma for a grant in the amount of Two Hundred and Eighty Thousand Seven Hundred and Eighty-Five (\$280,785) Dollars to assist with the provision of art and culture to the residents of Sault Ste. Marie and other visitors be passed in open Council this 8th day of February, 2021.

**11.1.4. By-law 2021-33 (Agreement) The Ontario Bushplane Centre Heritage Funding 71 - 81**

A report from the Director of Community Services is on the Agenda.

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that By-law 2021-33 being a by-law to authorize the execution of the Agreement between the City and The Ontario Bushplane Heritage and Forest Fire Education Centre o/a The Canadian Bushplane Heritage Centre for a grant in the amount of One Hundred and Seventy Five Thousand (\$175,000) Dollars to assist with the collection, preservation and exhibits of bushplanes and related material to promote public understanding of their historic significance, as well as to serve as a centre for research and information on bushplane and forest fire fighting heritage be passed in open Council this 8th day of February, 2021.

**11.1.5. By-law 2021-34 (Agreement) Crime Stoppers Funding 82 - 91**

A report from the Director of Community Services is on the Agenda.

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that By-law 2021-34 being a by-law to authorize the execution of the Agreement between the City and Crime Stoppers of Sault Ste. Marie and Algoma District Inc. for a grant up to Twenty Five Thousand (\$25,000) Dollars to assist with reducing the cost of policing and paying rewards be passed in open Council this 8th day of February, 2021.

- 11.1.6. **By-law 2021-35 (Agreement) Museum 49th Field Regiment Agreement** 92 - 101

A report from the Director of Community Services is on the Agenda.

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that By-law 2021-35 being a by-law to authorize the execution of the Agreement between the City and Sault Ste. Marie and 49th Field Regiment R.C.A. Historical Society for a grant up to Two Hundred Forty Six Thousand Ninety One (\$246,091) Dollars to assist with the collection, preservation, study and exhibits of the history of the people and the development of Sault Ste. Marie and immediate surrounding area be passed in open Council this 8th day of February, 2021.

- 11.1.7. **By-law 2021-36 (Property) 328 Queen Street East Declared Surplus** 102 - 103

A report from the Assistant City Solicitor/Senior Litigation Counsel is on the Agenda.

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that By-law 2021-36 being a by-law to declare the City owned property legally described as PIN 31542-0034 LT 13 PL 327 ST. MARY'S S/T INTEREST IN T338585; SAULT STE. MARIE, being civic 328 Queen Street East, as surplus to the City's needs and to authorize the disposition of the said property be passed in open Council this 8th day of February, 2021.

- 11.1.8. **By-law 2021-37 (Official Plan Amendment) 567 and 571 Second Line West (2779594 Ontario Inc. c/o David Toppan and Benjamin Cicchelli)** 104 - 106

Council Report passed by Council resolution on January 25, 2021.

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that By-law 2021-37 being a by-law to adopt Amendment No. 230 to the Official Plan for the City of Sault Ste. Marie (2779594 Ontario Inc. c/o David Toppan and Benjamin Cicchelli – 561 and 571 Second Line West) be passed in open Council this 8th day of February, 2021.

- 11.1.9. **By-law 2021-38 (Zoning) 567 and 571 Second Line West (2779594 Ontario Inc. c/o David Toppan and Benjamin Cicchelli)** 107 - 109  
Council Report passed by Council resolution on January 25, 2021.  
  
Mover Councillor L. Dufour  
Seconder Councillor M. Bruni  
Resolved that By-law 2021-38 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 561 and 571 Second Line West (2779594 Ontario Inc. c/o David Toppan and Benjamin Cicchelli) be passed in open Council this 8th day of February, 2021.
- 11.1.10. **By-law 2021-39 (Development Control) 567 and 571 Second Line West (2779594 Ontario Inc. c/o David Toppan and Benjamin Cicchelli)** 110 - 112  
Council Report passed by Council resolution on January 25, 2021.  
  
Mover Councillor L. Dufour  
Seconder Councillor M. Bruni  
Resolved that By-law 2021-39 being a by-law to designate the lands located at 561 AND 571 Second Line West an area of site plan control (2779594 Ontario Inc. c/o David Toppan and Benjamin Cicchelli) be passed in open Council this 8th day of February, 2021.
- 11.1.11. **By-law 2021-40 (Zoning) 134, 136, 138 John Street (Jason Naccarato)** 113 - 115  
Council report was passed by Council resolution on January 25, 2021.  
  
Mover Councillor L. Dufour  
Seconder Councillor M. Bruni  
Resolved that By-law 2021-40 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 134, 136, 138 John Street (Jason Naccarato) be passed in open Council this 8th day of February, 2021.
- 11.1.12. **By-law 2021-41 (Agreement) Rural Economic Development Amendment (RED)** 116 - 120  
A report from the Director of Community Services is on the Agenda.  
  
Mover Councillor L. Dufour  
Seconder Councillor M. Bruni  
Resolved that By-law 2021-41 being a by-law to authorize the execution of the Amending Agreement between the City and Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs to extend the existing Rural Economic Development Program until March 30, 2022 be passed in open Council this 8th day of February,

2021.

- 11.1.13. **By-law 2021-42 (Agreement) General Insurance Frank Cowan Company** 121 - 234

Council report was passed by Council resolution on January 25, 2021.

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that By-law 2021-42 being a by-law to authorize the execution of the Agreement between the City and Frank Cowan Company Limited for general insurance services from February 28, 2021 to February 28, 2024 be passed in open Council this 8th day of February, 2021.

- 11.2. **By-laws before Council for FIRST and SECOND reading which do not require more than a simple majority**

- 11.3. **By-laws before Council for THIRD reading which do not require more than a simple majority**

12. **Questions By, New Business From, or Addresses by Members of Council Concerning Matters Not Otherwise on the Agenda**

13. **Closed Session**

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that this Council move into closed session to discuss one item concerning the disposition of land; and one item subject to third party confidentiality

Further Be It Resolved that should the said closed session be adjourned, the Council may reconvene in closed session to continue to discuss the same matter without the need for a further authorizing resolution.

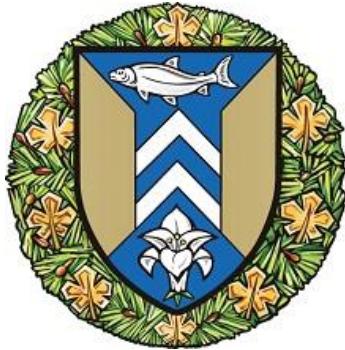
*Municipal Act R.S.O. 2002 – section 239 2 (c) a proposed or pending acquisition or disposition of land by the municipality; and section 239 2 (i) a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization*

14. **Adjournment**

Mover Councillor L. Vezeau-Allen

Seconder Councillor R. Niro

Resolved that this Council now adjourn.



## **REGULAR MEETING OF CITY COUNCIL MINUTES**

Monday, January 25, 2021  
4:30 pm  
Video Conference

Present: Mayor C. Provenzano, Councillor P. Christian, Councillor S. Hollingsworth, Councillor L. Dufour, Councillor L. Vezeau-Allen, Councillor D. Hilsinger, Councillor M. Shoemaker, Councillor M. Bruni, Councillor R. Niro, Councillor C. Gardi, Councillor M. Scott

Officials: M. White, R. Tyczinski, L. Girardi, T. Vair, K. Fields, S. Schell, P. Johnson, D. Elliott, S. Hamilton Beach, D. McConnell, B. Lamming, T. Anderson, F. Coccimiglio, T. Vecchio, M. Zuppa, A. Shier

---

**1. Adoption of Minutes**

Moved by: Councillor P. Christian  
Seconded by: Councillor C. Gardi

Resolved that the Minutes of the Regular Council Meeting of January 11, 2021 be approved.

Carried

- 2. Questions and Information Arising Out of the Minutes and not Otherwise on the Agenda**
- 3. Declaration of Pecuniary Interest**
- 3.1 Councillor L. Vezeau-Allen – Vesting of Unsold Tax Sale Properties**

148 Dacey Road was previously owned by late father's company

- 3.2 Councillor M. Shoemaker – By-law 2021-20 (Official Plan) 719 Airport Road (2521059 Ontario Inc. c/o John Carroll)**
- Property owner is a client of law firm.
- 3.3 Councillor M. Shoemaker - By-law 2021-21 (Zoning) 719 Airport Road (2521059 Ontario Inc. c/o John Carroll)**
- Property owner is a client of law firm.
- 3.4 Councillor M. Shoemaker - By-law 2021-22 (Development Control) 719 Airport Road (2521059 Ontario Inc. c/o John Carroll)**
- Property owner is a client of law firm.

**4. Approve Agenda as Presented**

Moved by: Councillor P. Christian

Seconded by: Councillor M. Scott

Resolved that the Agenda for January 25, 2021 City Council Meeting as presented be approved.

**Carried**

**5. Proclamations/Delegations**

**5.1 Bell Let's Talk Day**

**5.2 Black History Month**

**5.3 March for Missing and Murdered Indigenous Women and Girls**

**5.4 Bon Soo Winter Carnival**

**5.5 PUC**

Jim Boniferro, Chair; Robert Brewer, President and CEO; and Kelly McLelland, Vice President, Finance and Corporate Support were in attendance by video.

**5.6 Mental Health and Addiction Alliance and Mobility Bus**

Luke Dufour, Chair and Mike Nadeau, CAO, District of Sault Ste. Marie Social Services Administration Board; Erik Landriault, Algoma Ontario Health Team; Lisa Case, Sault Area Hospital; Annette Katajamaki, Canadian Mental Health Association; and Michelle Brisbois, Superior Family Health Team were in attendance by video.

**5.7 57T-21-501 331, 333, 341 and 349 Patrick Street**

Carlo Spadafora, counsel for the applicant, was in attendance by video concerning agenda item 7.7.1

**5.8 A-1-21-Z.OP 561 and 571 Second Line West**

David Toppan, applicant, was in attendance by video concerning agenda item 7.7.2

**5.9 A-2-21-Z 134, 136, 138 John Street**

Jason Naccarato, applicant, was in attendance by video concerning agenda item 7.7.3

**6. Communications and Routine Reports of City Departments, Boards and Committees – Consent Agenda**

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that all the items listed under date January 25, 2021 – Agenda item 6 – Consent Agenda be approved as recommended.

**Carried**

**6.1 Correspondence – 2020-2021 Gas Tax Allocation**

Correspondence from the Minister of Transportation was received by Council.

The relevant By-law 2021-28 is listed under item 11 of the Minutes.

**6.2 Vesting of Unsold Tax Sale Properties**

Councillor L. Vezeau-Allen declared a conflict on this item. (148 Dacey Road was previously owned by late father's company )

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that the report of the Manager of Taxation dated January 25, 2021 concerning Vesting of Unsold Tax Properties be received and that the Manager of Taxation be authorized to vest these properties in the City of Sault Ste. Marie and transfer 23 Blake Avenue and 148 Dacey Road (rear) to District of Sault Ste. Marie Social Services Administration Board for \$1 each.

**Carried**

**6.3 RFP – General Insurance Services**

The report of the Manager of Purchasing was received by Council.

Moved by: Councillor S. Hollingsworth  
Seconded by: Councillor M. Scott

Resolved that the report of the Manager of Purchasing dated January 25, 2021 be received and that the proposal submitted by Frank Cowan Company to provide General Insurance Services for the City of Sault Ste. Marie commencing February 28, 2021 for a period of three (3) years as required by the Legal Department be approved.

**Carried**

**6.4 RFQ – Vehicular Wayfinding Signage Phase 2**

The report of the Manager of Purchasing was received by Council.

Moved by: Councillor P. Christian  
Seconded by: Councillor C. Gardi

Resolved that the report of the Manager of Purchasing dated January 25, 2021 be received and that the quotations submitted by Hansen Signs at a total quoted cost of approximately \$333,908.98 plus HST be approved on a single source basis.

**Carried**

**6.5 RFQ – Questica Budgeting Software**

The report of the Manager of Purchasing was received by Council.

The relevant By-law 2021-15 is listed under item 11 of the Minutes.

**6.6 PUC Smart City Pilot Project**

The report of the Deputy CAO, Community Development and Enterprise Services was received by Council.

The relevant By-law 2021-14 is listed under item 11 of the Minutes.

**6.7 Environmental Sustainability Committee – Terms of Reference Revision**

The report of the Deputy CAO, Community Development and Enterprise Services was received by Council.

Moved by: Councillor S. Hollingsworth  
Seconded by: Councillor C. Gardi

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated January 25, 2021 concerning Environmental Sustainability Committee – Terms of Reference Revision be received and that the Terms of Reference be revised to increase committee composition to nine.

**Carried**

## **6.8 Mausoleum Update**

The report of the Director of Community Services was received by Council.

Moved by: Councillor P. Christian

Seconded by: Councillor M. Scott

Resolved that the report of the Director of Community Services dated January 25, 2021 concerning Mausoleum Update be received as information.

**Carried**

## **6.9 Transfer Payment Agreement for Municipal Transit Enhanced Cleaning**

The report of the Director of Community Services was received by Council.

The relevant By-law 2021-17 is listed under item 11 of the Minutes.

## **6.10 Accessible Pathway – Topsail Island**

The report of the Director of Planning and Enterprise Services was received by Council.

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that the report of the Director of Planning and Enterprise Services dated January 25, 2021 concerning Accessible Pathway – Topsail Island be received and that the 2020 unspent barrier removal project operating budget in the amount of \$47,500 be transferred to the Barrier Removal Reserve; further that the Topsail Island, water's edge and Prince Island walkways accessibility project in the amount of \$125,000 be approved as a 2021 project funded from the Barrier Removal Reserve.

**Carried**

## **6.11 Downtown Plaza – FedNor Agreement**

The report of the Senior Planner was received by Council.

The relevant By-law 2021-10 is listed under item 11 of the Minutes.

## **6.12 Amendment to Destination Northern Ontario Community Partnership Wayfinding Agreement**

The report of the Director of Tourism and Community Development was received by Council.

The relevant By-law 2021-11 is listed under Item 11 of the Minutes.

## **6.13 Agreement with Electrical Safety Authority, Continuous Safety Services Program**

The report of the Director of Public Works was received by Council.

The relevant By-law 2021-16 is listed under item 11 of the Minutes.

**6.14 Sault Ste. Marie Kennel Club Lease**

The report of the City Solicitor was received by Council.

The relevant By-law 2021-27 is listed under item 11 of the Minutes.

**6.15 Standard Form Encroachment and Licence to Occupy City Property Agreements**

A report of the Assistant City Solicitor/Senior Litigation Counsel was received by Council.

The relevant By-laws 2021-18 and 2021-19 are listed under item 11 of the Minutes.

**7. Reports of City Departments, Boards and Committees**

**7.1 Administration**

**7.2 Corporate Services**

**7.3 Community Development and Enterprise Services**

**7.4 Public Works and Engineering Services**

**7.5 Fire Services**

**7.6 Legal**

**7.7 Planning**

**7.7.1 57T-21-501 331, 333, 341 and 349 Patrick Street (Dave Ruscio)**

The report of the Senior Planner was received by Council.

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that the report of the Senior Planner dated January 25, 2021 concerning Application 57T-21-501 be received and that Council grant Draft Plan Approval for a 14 unit (lot) Vacant Land Condominium consisting of not more than 49 multiple attached dwelling units, subject to the following conditions of draft approval:

1. Prior to registration, the subdivider enter into a Subdivision Agreement with respect to, but not limited to the following:
  - a. That the private roadway, access points to public streets, corner roundings, in-ground services, stormwater management works and other matters be designed and constructed to the satisfaction of the Director of Engineering or his designate;
  - b. That telecommunication, natural gas and any other private infrastructure be constructed to the satisfaction of the agency having jurisdiction over that infrastructure.

2. Prior to the finalization of the Subdivision Agreement the developer be required to enter into servicing agreements with PUC Services Inc. and PUC Distribution Inc. with respect to water services, electrical services and street lighting.
3. Prior to the finalization of the Subdivision Agreement the applicant address the items and submit the required information prescribed by Engineering Services in a letter dated January 6, 2021 and attached to this report, and that no work commence without the approval of the Director of Engineering and the Director of Planning or their designates. Any work which requires approvals from the City or other agencies shall not commence until such approvals and agreements are endorsed.
4. As part of the finalization of the Subdivision Agreement the developer be required to pay cash in-lieu of parkland.
5. As part of the finalization of the Subdivision Agreement a per-lot fee, the amount to be determined by Engineering Services, shall be collected from the developer for tree plantings.
6. Prior to the finalization of the Subdivision Agreement the developer provide an access easement in favour of 124 Wallace Terrace to grant the owner of 124 Wallace Terrace rear yard access.
7. Prior to registration any part of the condominium the developer provides a letter of credit to the City which equals the cost of constructing any common elements associated with the registration. The amount shall be to the satisfaction of the Director of Engineering and the Director of Planning or their designates.

and that the Legal Department be requested to prepare the necessary by-law(s) to effect the same.

	<b>For</b>	<b>Against</b>	<b>Absent</b>
Mayor C. Provenzano	X		
Councillor P. Christian	X		
Councillor S. Hollingsworth	X		
Councillor L. Dufour	X		
Councillor L. Vezeau-Allen	X		
Councillor D. Hilsinger	X		
Councillor M. Shoemaker	X		
Councillor M. Bruni	X		

Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
<b>Results</b>	<b>11</b>	<b>0</b>	<b>0</b>

**Carried**

### **7.7.2 A-1-21-Z.OP 561 and 571 Second Line West (Toppan and Cicchelli)**

The report of the Planner was received by Council.

Moved by: Councillor P. Christian

Seconded by: Councillor M. Scott

Resolved that the Report of the Planner dated January 25, 2021 concerning Official Plan and Zoning Application A-1-21-Z.OP be received and that Council approve Official Plan Amendment #230 to permit personal storage uses on the subject property; and

Further be it resolved that Council rezone 561 and 571 Second Line West from Low Density Residential zone (R3) to Low Density Residential zone (R3.S) with a Special Exception to permit, in addition to those uses permitted in an R3 zone, the following special provisions:

1. Permit personal storage on the northern 95 metres of 571 Second Line West and the entirety of 561 Second Line West;
2. Permit a 1.8m high fence in the front yard of 571 Second Line West;
3. Reduce the rear yard setback from the southerly lot line from 10m to 7.5m for the townhouse only;

and that the subject property be deemed subject to site plan control as per section 41 of the *Planning Act*;

and that the Legal Department be requested to prepare the necessary by-law(s) to effect the same.

	<b>For</b>	<b>Against</b>	<b>Absent</b>
Mayor C. Provenzano	X		
Councillor P. Christian	X		
Councillor S. Hollingsworth	X		
Councillor L. Dufour	X		
Councillor L. Vezeau-Allen	X		
Councillor D. Hilsinger	X		
Councillor M. Shoemaker	X		

Councillor M. Bruni	X		
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
<b>Results</b>	<b>11</b>	<b>0</b>	<b>0</b>

**Carried**

### 7.7.3 A-2-21-Z 134, 136, 138 John Street (Jason Naccarato)

The report of the Planner was received by Council.

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that the Report of the Planner dated January 25, 2021 concerning Rezoning Application A-2-21-Z be received and that Council rezone 134, 136 and 138 John Street from Low Density Residential Zone (R3) to Low Density Residential Zone (R3.S) with a Special Exception to permit, in addition to the uses permitted in an R3 zone, office space, an assembly facility, and an arts culture and heritage use establishment on the subject property subject to the following special provisions:

1. That the required setbacks from John Street be reduced to 0.5m for both the former assembly hall and church buildings and that the required setback from Albert Street West be reduced to 1.5m for the former church building.

and that the Legal Department be requested to prepare the necessary by-law(s) to effect the same.

	<b>For</b>	<b>Against</b>	<b>Absent</b>
Mayor C. Provenzano	X		
Councillor P. Christian	X		
Councillor S. Hollingsworth	X		
Councillor L. Dufour	X		
Councillor L. Vezeau-Allen	X		
Councillor D. Hilsinger	X		
Councillor M. Shoemaker	X		
Councillor M. Bruni	X		

Councillor R. Niro	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
<b>Results</b>	<b>11</b>	<b>0</b>	<b>0</b>	
				<b>Carried</b>

## 7.8 Boards and Committees

### 7.8.1 PUC Shareholder Agreement Amendment

The relevant By-law 2021-29 is listed under item 11 of the Minutes.

## 8. Unfinished Business, Notice of Motions and Resolutions Placed on Agenda by Members of Council

### 8.1 Mental Health and Addiction

Moved by: Councillor L. Dufour

Seconded by: Councillor L. Vezeau-Allen

Whereas the City of Sault Ste Marie and its partner the District of Sault Ste. Marie Social Services Administration Board have a specific and limited legal mandate to deliver local services to the residents of Sault Ste. Marie; and

Whereas the Province of Ontario possesses the exclusive constitutional mandate to deliver healthcare services to the residents of Sault Ste. Marie through the Sault Area Hospital and other Provincially funded agencies; and

Whereas those Provincially mandated services in Sault Ste. Marie have been reduced with the closure of our detox facility, without any announcement of other residential treatment options/facility; and

Whereas the municipally managed Neighbourhood Resource Centre was closed due to the pandemic and issues with the facility;

And whereas citizens of Sault Ste. Marie have died and continue to die due to the mental health and addiction crisis, which is becoming significantly more severe; and

Whereas the City of Sault Ste. Marie and its community partners have called on the Provincial government for years to properly fund mental health, addiction, withdrawal and recovery services in our community;

Now Therefore Be It Resolved that as a new, expanded Neighbourhood Resource Centre is being brought back to the community, as the District of Sault Ste. Marie Social Services Administration Board is making a significant investment in the quality of our shelter system,

that the Province of Ontario be called upon to immediately fully fund a residential treatment facility to adequately respond to and address the mental health and addiction crisis in Sault Ste. Marie.

	For	Against	Absent	
Mayor C. Provenzano	X			
Councillor P. Christian	X			
Councillor S. Hollingsworth	X			
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			
Councillor D. Hilsinger	X			
Councillor M. Shoemaker	X			
Councillor M. Bruni	X			
Councillor R. Niro	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
<b>Results</b>	<b>11</b>	<b>0</b>	<b>0</b>	<b>Carried</b>

**9. Committee of the Whole for the Purpose of Such Matters as are Referred to it by the Council by Resolution**

**10. Adoption of Report of the Committee of the Whole**

**11. Consideration and Passing of By-laws**

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that all By-laws under item 11 of the Agenda under date January 25, 2021 save and except By-laws 2021-20, 2021-21 and 2021-22 be approved.

**Carried**

**11.1 By-laws before Council to be passed which do not require more than a simple majority**

#### **11.1.1 By-law 2021-10 (Agreement) FedNor**

Moved by: Councillor S. Hollingsworth  
Seconded by: Councillor M. Scott

Resolved that By-law 2021-10 being a by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in Right of Canada as represented by the Minister of Economic Development and Official Languages for funding for the 6,300 square metre Civic Plaza in the centre of Sault Ste. Marie's downtown be passed in open Council this 25th day of January, 2021.

**Carried**

#### **11.1.2 By-law 2021-11 (Agreement) Destination Northern Ontario Wayfinding**

Moved by: Councillor S. Hollingsworth  
Seconded by: Councillor M. Scott

Resolved that By-law 2021-11 being a by-law to authorize the execution of the Amending Agreement between the City and Destination Northern Ontario for Community Wayfinding and to authorize staff to allocate the refunded portion of the agreement to wayfinding projects scheduled for 2021 be passed in open Council this 25th day of January, 2021.

**Carried**

#### **11.1.3 By-law 2021-12 (Street Assumptions)**

Moved by: Councillor S. Hollingsworth  
Seconded by: Councillor M. Scott

Resolved that By-law 2021-12 being a by-law to assume for public use and establish as public streets various parcels of land conveyed to the City be passed in open Council this 25th day of January, 2021.

**Carried**

#### **11.1.4 By-law 2020-13 (Agreement) Investing in Canada Infrastructure Program Transit**

Moved by: Councillor S. Hollingsworth  
Seconded by: Councillor M. Scott

Resolved that By-law 2020-13 being a by-law to authorize the execution of the agreement between the City and Her Majesty the Queen in right of the Province of Ontario represented by the Minister of Transportation for the Province of Ontario for the Investing in Canada Infrastructure Program-Public Transit Stream be passed in open Council this 25th day of January, 2021.

**Carried**

### **11.1.5 By-law 2021-14 (Agreement) PUC Smart City Pilot Project**

Moved by: Councillor S. Hollingsworth  
Seconded by: Councillor M. Scott

Resolved that By-law 2021-14 being a by-law to authorize the execution of the Agreement between the City and PUC Services Inc. to participate in a pilot project for Smart City Technology be passed in open Council this 25th day of January, 2021.

**Carried**

### **11.1.6 By-law 2021-15 (Agreement) Questica Software Inc.**

Moved by: Councillor S. Hollingsworth  
Seconded by: Councillor M. Scott

Resolved that By-law 2021-15 being a by-law to authorize the execution of the Agreement between the City and Questica Software Inc. for the annual software subscription for a five-year period commencing February 1, 2021 be passed in open Council this 25th day of January, 2021.

**Carried**

### **11.1.7 By-law 2021-16 (Agreement) Electrical Safety Authority**

Moved by: Councillor S. Hollingsworth  
Seconded by: Councillor M. Scott

Resolved that By-law 2021-16 being a by-law to authorize the execution of the Agreement between the City and the Electrical Safety Authority for the Continuous Safety Services Program for the three year term of April 1, 2021 to March 31, 2024 be passed in open Council this 25th day of January, 2021.

**Carried**

### **11.1.8 By-law 2021-17 (Agreement) Municipal Transit Enhanced Cleaning Funding**

Moved by: Councillor S. Hollingsworth  
Seconded by: Councillor M. Scott

Resolved that By-law 2021-17 being a by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in right of Ontario as represented by the Minister of Transportation for the Province of Ontario for enhanced transit cleaning funding be passed in open Council this 25th day of January, 2021.

**Carried**

### **11.1.9 By-law 2021-18 (Agreement) Encroachment Delegation**

Moved by: Councillor S. Hollingsworth  
Seconded by: Councillor M. Scott

Resolved that By-law 2021-18 being a by-law to authorize a standard encroachment agreement for commercial and residential developments, to further delegate to the Assistant City Solicitor/Senior Litigation Counsel, or her/his delegate, signing authority to execute same on behalf of the City of Sault Ste. Marie and to further repeal By-law 2018-141 be passed in open Council this 25th day of January, 2021.

**Carried**

### **11.1.10 By-law 2021-19 (Agreement) Licence of Occupation Delegation**

Moved by: Councillor S. Hollingsworth  
Seconded by: Councillor M. Scott

Resolved that By-law 2021-19 being a by-law to approve the standard form of a Licence to Occupy City Property Agreement, to further delegate to the Assistant City Solicitor/Senior Litigation Counsel, or her/his delegate, signing authority to execute same on behalf of the City of Sault Ste. Marie and to further repeal By-law 2019-210 be passed in open Council this 25th day of January, 2021.

**Carried**

### **11.1.14 By-law 2021-23 (Zoning) 352/360 Northern Avenue and 31 Old Garden River Road**

Moved by: Councillor S. Hollingsworth  
Seconded by: Councillor M. Scott

Resolved that By-law 2021-23 being a by-law amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 352/360 Northern Avenue and a southwest portion of 31 Old Garden River Road (Cara Community Corporation) be passed in open Council this 25th day of January, 2021.

**Carried**

### **11.1.15 By-law 2021-24 (Zoning) 351 Goulais Avenue (2366479 Ontario Limited – Catherine May).**

Moved by: Councillor S. Hollingsworth  
Seconded by: Councillor M. Scott

Resolved that By-law 2021-24 being a by-law to amend Sault Ste. Marie zoning by-laws 2005-150 and 2005-151 concerning lands located at 351 Goulais Avenue (2366479 Ontario Limited – Catherine May) be passed in open Council this 25th day of January, 2021.

**Carried**

### **11.1.16 By-law 2021-27 (Agreement) SSM Kennel Club Lease Amendment**

Moved by: Councillor S. Hollingsworth  
Seconded by: Councillor M. Scott

Resolved that By-law 2021-27 being a by-law to authorize the execution of the Agreement between the City and the Sault Ste. Marie Kennel Club to amend the current lease with the purpose of ultimately terminating the lease this year be passed in open Council this 25th day of January, 2021.

**Carried**

### **11.1.17 By-law 2021-28 (Agreement) Dedicated Gas Tax Funds**

Moved by: Councillor S. Hollingsworth  
Seconded by: Councillor M. Scott

Resolved that By-law 2021-28 being a by-law to authorize the execution of the Letter of Agreement between the City and Her Majesty the Queen in right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario regarding Dedicated Gas Tax Funds for Public Transportation Program.

**Carried**

### **11.1.18 By-law 2021-29 (Agreement) PUC Inc.**

Moved by: Councillor S. Hollingsworth  
Seconded by: Councillor M. Scott

Resolved that By-law 2021-29 being a by-law to authorize the execution of the Amending Agreement between the City and PUC Inc. to amend the Shareholder Agreement be passed in open Council this 25th day of January, 2021.

**Carried**

## **11.2 By-laws before Council for FIRST and SECOND reading which do not require more than a simple majority**

### **11.2.1 By-law 2021-25 (Local Improvement) Angelina Avenue From Wellington Street East to Caesar Road**

Moved by: Councillor S. Hollingsworth  
Seconded by: Councillor M. Scott

Resolved that By-law 2021-25 being a by-law to authorize the construction of Class "A" pavement on Angelina Avenue from Wellington Street East to Caesar Road under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06 be read a FIRST and SECOND time this 25th day of January, 2021.

**Carried**

## **11.2.2 By-law 2021-26 (Local Improvement) Mark Street From Churchill Boulevard to Lake Street**

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that By-law 2021-26 being a by-law to authorize the construction of Class "A" pavement on Mark Street from Churchill Boulevard to Lake Street under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06 be read a FIRST and SECOND time this 25th day of January, 2021.

**Carried**

## **11.3 By-laws before Council for THIRD reading which do not require more than a simple majority**

### **11.1 By-laws before Council to be passed which do not require more than a simple majority**

#### **11.1.11 By-law 2021-20 (Official Plan) 719 Airport Road (2521059 Ontario Inc. c/o John Carroll)**

Councillor M. Shoemaker declared a conflict on this item. (Property owner is a client of law firm.)

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that By-law 2021-20 being a by-law to adopt the Amendment No. 229 to the Official Plan for the City of Sault Ste. Marie (2521059 Ontario Inc. c/o John Carroll) be passed in open Council this 25th day of January, 2021.

	<b>For</b>	<b>Against</b>	<b>Absent</b>
Mayor C. Provenzano	X		
Councillor P. Christian	X		
Councillor S. Hollingsworth	X		
Councillor L. Dufour	X		
Councillor L. Vezeau-Allen	X		
Councillor D. Hilsinger	X		
Councillor M. Shoemaker	Conflict		
Councillor M. Bruni	X		
Councillor R. Niro	X		
Councillor C. Gardi	X		

Councillor M. Scott	X		
<b>Results</b>	<b>10</b>	<b>0</b>	<b>0</b>
<b>Carried</b>			

#### **11.1.12 By-law 2021-21 (Zoning) 719 Airport Road (2521059 Ontario Inc. c/o John Carroll)**

Councillor M. Shoemaker declared a conflict on this item. (Property owner is a client of law firm.)

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that By-law 2021-21 being a by-law to amend Sault Ste. Marie Zoning by-laws 2005-150 and 2005-151 concerning lands located at 719 Airport Road (2521059 Ontario Inc. c/o John Carroll) be passed in open Council this 25th day of January, 2021.

	<b>For</b>	<b>Against</b>	<b>Absent</b>
Mayor C. Provenzano	X		
Councillor P. Christian	X		
Councillor S. Hollingsworth	X		
Councillor L. Dufour	X		
Councillor L. Vezeau-Allen	X		
Councillor D. Hilsinger	X		
Councillor M. Shoemaker	Conflict		
Councillor M. Bruni	X		
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
<b>Results</b>	<b>10</b>	<b>0</b>	<b>0</b>
<b>Carried</b>			

#### **11.1.13 By-law 2021-22 (Development Control) 719 Airport Road (2521059 Ontario Inc. c/o John Carroll)**

Councillor M. Shoemaker declared a conflict on this item. (Property owner is a client of law firm.)

Moved by: Councillor S. Hollingsworth  
Seconded by: Councillor M. Scott

Resolved that By-law 2021-22 being a by-law to designate the lands located at 719 Airport Road an area of site plan control (2521059 Ontario Inc. c/o John Carroll) be passed in open Council this 25th day of January, 2021.

	For	Against	Absent
Mayor C. Provenzano	X		
Councillor P. Christian	X		
Councillor S. Hollingsworth	X		
Councillor L. Dufour	X		
Councillor L. Vezeau-Allen	X		
Councillor D. Hilsinger	X		
Councillor M. Shoemaker	Conflict		
Councillor M. Bruni	X		
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
<b>Results</b>	<b>10</b>	<b>0</b>	<b>0</b>

Carried

**12. Questions By, New Business From, or Addresses by Members of Council Concerning Matters Not Otherwise on the Agenda**

**13. Closed Session**

Moved by: Councillor S. Hollingsworth  
Seconded by: Councillor M. Scott

Resolved that this Council move into closed session to discuss two items concerning the acquisition or disposition of land; and three items subject to solicitor-client privilege; and a matter regarding third party confidentiality

Further Be It Resolved that should the said closed session be adjourned, the Council may reconvene in closed session to continue to discuss the same matter without the need for a further authorizing resolution.

*Municipal Act R.S.O. 2002 – section 239 2 (c) a proposed or pending acquisition or disposition of land by the municipality; section 239 2 (f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose, section 239 2 (i) a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization.*

**Carried**

**14. Adjournment**

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that this Council now adjourn.

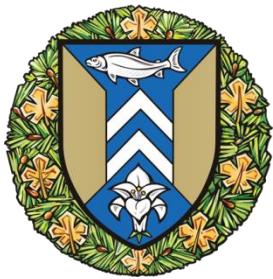
**Carried**

---

Mayor

---

City Clerk



February 8, 2021

**Municipal Heritage Committee  
2020 Municipal Heritage Award**

The Municipal Heritage Committee would like to recognize the contributions of Guy Traficante (Algoma Conservatory of Music) and Tony Porco (Machine Shop), for their preservation and restoration efforts.

Built on the site of former Hudson Bay Company trading post and constructed from iconic sandstone between 1896 and 1901, the Machine Shop and the original Administrative Office Building are among the finest examples in Ontario of Romanesque Revival architecture.

The Algoma Conservatory recently renovated the third floor – The Loft – creating a performance space and recording studio, while preserving the integrity of the building. The Algoma Conservatory is currently working on a plan to restore the Northwest Company Lock (1896).

The Machine Shop (1899) and surroundings, continues to keep the historic integrity, while evolving into a vibrant venue for tourism, community arts, music, and events.

Heritage is the built legacy from the past from which both of these men and their organizations have continued to maintain and preserve in order to allow us to impart the stories for future generations.



## OFFICE OF THE MAYOR

## PROCLAMATION

---

**WHEREAS** Since 1973 the National Trust of Canada designates the third Monday in February each year as Heritage Day; and

**WHEREAS** Heritage Week runs from February 15 to 21, 2021 with the theme '**Resiliency**', relying on our Heritage foundations to hold strong and help us pivot in a changing present for the wellbeing of our future generations; and

**WHEREAS** Heritage Week provides an opportunity to celebrate heritage in all of its forms (cultural and natural, architectural, archaeological and collections), for it is these tangible touchstones with the past that can root us in place, with our diverse traditions and cultural expressions; and

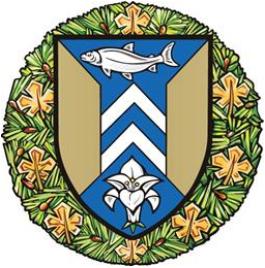
**WHEREAS** Our shared heritage and histories in all forms has the power to bring people together and create a sense of belonging. Intangible heritage – languages, traditional rituals, music, dance, storytelling and more – is at the heart of family and community; and

**WHEREAS** Sault Ste. Marie wishes to remember those who have helped shape our identity, and who have forged a place in the history of our community:

**NOW THEREFORE**, I, Christian Provenzano, as Mayor of the City of Sault Ste. Marie do hereby proclaim the week of **February 15 to February 21, 2021** as "**National Heritage Week**" in the City Sault Ste. Marie.

Signed,

Christian Provenzano  
MAYOR



## The Corporation of the City of Sault Ste. Marie

### C O U N C I L   R E P O R T

February 8, 2021

TO: Mayor Christian Provenzano and Members of City Council  
AUTHOR: Malcolm White, CAO  
DEPARTMENT: Chief Administrative Officer  
RE: Prince Township Municipal Boundary Petition

---

#### **Purpose**

To provide Council with information concerning a petition seeking support expanding the municipal boundary of Prince Township by adding property currently in the City of Sault Ste. Marie.

#### **Background**

As Council is aware, there is a petition being circulated through social media and by physical means, as well as a flyer delivered to households (copy attached), directed to residents living in the geographic Township of Parke, now part of the City of Sault Ste. Marie. The former Township of Parke is located west of Town Line and south to the St. Marys River and includes the Sault Ste. Marie Airport, Pointe aux Pins, Pointe Louise, Pointe des Chenes, Nokomis Beach and Sunnyside Beach. The area represents 3% of the City's taxable assessment and 2.2% of the levy (2020 figures).

The petition and flyer do not identify the person(s) and/or organization(s) behind the petition. The thrust of the petition is that Prince Township has lower tax rates and, therefore, lower taxes than Sault Ste. Marie. As has been reported in the media, Mayor Provenzano has received assurances from Minister Romano, our M.P.P. and Minister Clarke, the Minister of Municipal Affairs and Housing that they would not consider supporting a boundary change unless both Prince Township and the City of Sault Ste. Marie were in favour of it.

#### **Analysis**

The City of Sault Ste. Marie provides the following services to the Township of Prince:

- Building inspection services under the *Building Code Act*
- Household hazardous waste
- Landfill
- Fire services (backup to volunteer fire service)
- Policing
- Winter control (snow plowing and sanding)

Prince Township Municipal Boundary Petition

February 8, 2021

Page 2.

The above services are delivered under a number of agreements with the City. While the terms for these agreements vary, they do not always reflect the per capita rates paid by the taxpayers of Sault Ste. Marie. If the boundary change had proceeded the agreements would have needed to be renegotiated.

In addition, residents of Prince Township use City facilities (ie recreational facilities/programs on a resident, rather than non-resident basis. This means that while they pay the user fees associated with facility and program use, which address operating costs to a degree, their property tax levy does not support the building of and subsidized operating expenses of these facilities/programs. If the boundary change had proceeded, the change to a non-resident user fee structure would require review.

**Financial Implications**

There is no financial impact associated with this report.

**Strategic Plan / Policy Impact**

This is an operational issue not articulated in the Strategic plan.

**Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the CAO dated 2021 02 08 concerning Prince Township Municipal Boundary Petition be received as information.

Respectfully submitted,



Malcolm White  
CAO  
705.759.5347  
[cao.white@cityssm.on.ca](mailto:cao.white@cityssm.on.ca)



## ATTENTION!

To all Sault Ste. Marie residents located west of Town Line and south to the St. Mary's River (the former Parke Township prior to amalgamation with the City of Sault Ste. Marie):

**It's your chance to lower your property taxes without sacrificing services.**

### How Much Can I Save?

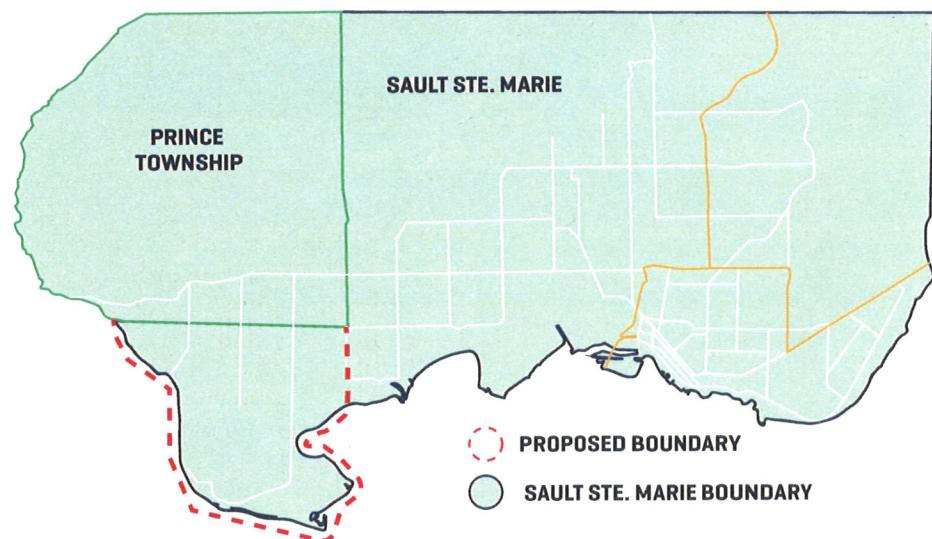
Home Value	Sault Ste. Marie Taxes	Prince Township Taxes
\$200,000	\$3,060	\$2,075
\$300,000	\$4,595	\$3,115
\$400,000	\$6,125	\$4,150
\$500,000	\$7,655	\$5,185

Annual Savings
\$985
\$1,480
\$1,975
\$2,470

## What Services Can I Expect??

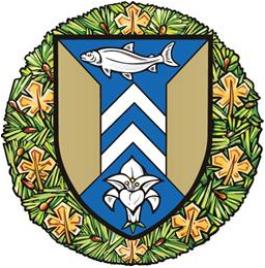
	City Services in (Parke Township)	Prince Township Services
Garbage	●	●
Recycling	●	●
Streetlights	●	●
Policing	●	●
Fire Services	●	●
Road Maintenance	●	●
Gas Service	●	●
Skating Rink		●
Library		●
Pickleball Court	●	●
Marina and Boat Launch		●
EARLYON Child and Family Centre		●
Community Parks		●

**Sault Ste. Marie residents and taxpayers of the former Parke Township request to have the Prince Township boundary moved to encompass all properties west of Town Line Road and south to the St. Mary's River.**



If you are in favour of this initiative, please sign the petition located at **Airways General Store** today.

For more information about the City and Township services, please visit:  
[www.saultstmarie.ca](http://www.saultstmarie.ca) | [www.princtownship.ca](http://www.princtownship.ca)



## The Corporation of the City of Sault Ste. Marie

### C O U N C I L   R E P O R T

February 8, 2021

TO: **Mayor Christian Provenzano and Members of City Council**

AUTHOR: **Brent Lamming, Director of Community Services**

DEPARTMENT: **Community Development and Enterprise Services**

RE: **Outside Agency Grant Agreements 2021**

---

#### PURPOSE

Outside Agency Grant Agreements for 2021 are provided for Council approval.

#### BACKGROUND

Funding for the outside agency grants was approved in the 2021 Operating Budget. The annual funding agreement sets out the activities and/or services eligible for funding, how the funds will be flowed, and the reporting requirements.

#### ANALYSIS

The following outside agencies have annual funding agreements (notable changes to the agreements from the prior year are provided):

- Algoma University
  - The following metrics were added as a requirement of the Recipient's annual report to Council:
    - Name of scholarship recipient and description of scholarship
    - Annual financial surplus/deficit
    - Domestic and International Enrollment growth per year
    - Total Enrollment per year (FT and PT)
- Pee Wee Arena
  - The following metrics were added as a requirement of the Recipient's annual report to Council:
    - Annual financial surplus/deficit
    - Days used per calendar year
- The Art Gallery of Algoma
  - The following metrics were added as a requirement of the Recipient's annual report to Council:
    - Number of virtual visits (if any, COVID-19)
    - Visitors from outside Sault Ste. Marie and Location
    - Annual financial surplus/deficit
    - Number of Education programs delivered

# Outside Agency Grant Agreements 2021

February 8, 2021

Page 2.

- The Ontario Bushplane Heritage and Forest Fire Educational Centre
  - The following metrics were added as a requirement of the Recipient's annual report to Council:
    - Number of virtual visits (if any, COVID-19)
    - Visitors from outside Sault Ste. Marie and Location
    - Annual financial surplus/deficit
    - Number of Education programs delivered
- Crime Stoppers
  - The following metrics were added as a requirement of the Recipient's annual report to Council:
    - Annual financial surplus/deficit
    - Number of fundraising initiatives and amounts raised per event.
- Sault Ste. Marie Museum
  - The following metrics were added as a requirement of the Recipient's annual report to Council:
    - Number of virtual visits (if any, COVID-19)
    - Visitors from outside Sault Ste. Marie and Location
    - Annual financial surplus/deficit
    - Number of Education programs delivered

## **FINANCIAL IMPLICATIONS**

Funding for the outside agency grants has been approved in the 2021 Operating Budget.

## **STRATEGIC PLAN / POLICY IMPACT**

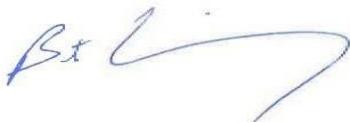
The Outside Agency Grant Agreements align with the Strategic Plan Value: Accountability and Transparency.

## **RECOMMENDATION**

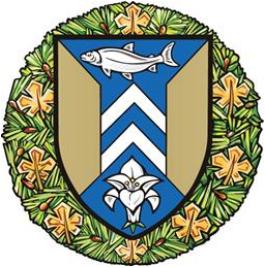
It is therefore recommended that Council take the following action:

The relevant by-laws and agreements are listed elsewhere on the agenda and are recommended for approval.

Respectfully submitted,



Brent Lamming, PFP, CPA, CMA  
Director, Community Services  
Community Development & Enterprise Services  
(705)759-5314  
[b.lamming@cityssm.on.ca](mailto:b.lamming@cityssm.on.ca)



## The Corporation of the City of Sault Ste. Marie

### COUNCIL REPORT

February 8, 2021

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Brent Lamming, Director of Community Services

**DEPARTMENT:** Community Development and Enterprise Services

**RE:** Rural Economic Development Agreement Extension - ECNHS

---

#### PURPOSE

To seek Council's approval to extend the existing funding agreement for \$95,000 entered into under the Rural Economic Development Program until March 30, 2022.

#### BACKGROUND

The Rural Economic Development program (RED), through the Strategic Economic Infrastructure Stream, offers applicants up to 30% of eligible project costs. This Provincial funding program assists in rehabilitation of cultural, heritage and / or tourism attractions. Restoration of a historical building meets the criteria.

Council approved \$143,000 out of the Asset Management Reserve during the 2019 budget deliberations, and it is this allocation that will guarantee the municipal financial commitment for this program application.

At a meeting, dated November 13, 2019 the Historic Site Board passed the resolution below and the Parks Canada National Cost Sharing Program application was submitted on November 15, 2019.

“Resolved that the members of the Historic Sites Board approve the application to Parks Canada, National Cost Sharing Program as presented, with a budget ask of \$100,000.”

The RED grant leverages the City and Parks Canada Grant Contributions if approved up to \$95,000. On May 22, 2020, the City received notification by way of letter that the Municipality was approved in the amount of \$95,000 to support the project from RED.

Furthermore, on July 13, 2020, Parks Canada provided written notification that the project was not selected for funding. This in turn limited the

Supplemental Funding Request - ECNHS

February 8, 2021

Page 2.

corresponding RED grant program funding available unless the City could cover the shortfall. On July 16, 2020, the RED coordinator informed City staff they would fund the full \$95,000 grant if the City committed an additional \$100,000 towards the project.

At the Historic Sites Board meeting held July 15, 2020 the following resolution was passed.

"Resolved that the Historic Sites Board approve the use of the accumulative brick trust reserve funds for the purpose of the 2020 restoration capital construction project, and whereas, the additional funds will maximize, subject to approval, the contribution from the Provincial Rural Economic Development program."

Furthermore at a Council meeting dated August 10, 2020 the following resolution was passed.

Resolved that By-law 2020-145 being a by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs for funding under the Rural Economic Development Program be passed in open Council this 10th day of August, 2020.

## **ANALYSIS**

The approved project covers capital asset management items for rehabilitation at the Ermatinger•Clergue National Historic Site (ECNHS) in the total amount of \$338,000. Of which the RED grant covers \$95,000 broken down as follows.

<b>Category</b>	<b>Amount</b>
City Approved Budget	\$143,000
Historic Sites Trust Fund	\$100,000
RED Up to 30% capped at \$95K	\$95,000
<b>Total Revised Project</b>	<b>\$338,000</b>

Due to the COVID-19 impact, there were various challenges in completing repairs from an Engineering and Tendering perspective. Staff have coordinated with the Ministry of Agriculture, Food and Rural Affairs to request an extension. The City received approval via email on January 28, 2021 to extend available grant funding until March 30, 2022. The extension agreement and supporting by-law appear elsewhere on the agenda for approval.

## **FINANCIAL IMPLICATIONS**

The extension of the agreement allows staff to utilize the full \$95,000 in grant funds to help offset total costs for the \$338,000 project.

### **STRATEGIC PLAN / POLICY IMPACT**

The Historic Sites Board of Council has a strategic plan in which restoration projects continue to be a goal in order to maintain the integrity of the National Historic Site. The plan ensures the maintenance of the heritage buildings, grounds and newer Heritage Discovery Centre, in order to remain a viable tourism attraction and continue with its mandate of stewardship of the Museum. The Ermatinger•Clergue National Historic Site aligns within the Cultural pillar and policy within the Municipal plan.

### **RECOMMENDATION**

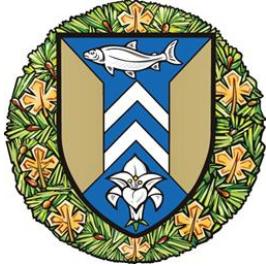
It is therefore recommended that Council take the following action:

The relevant By-law 2021-41 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,



Brent Lamming, PFP, CPA, CMA  
Director, Community Services  
Community Development & Enterprise Services  
(705)759-5314  
[b.lamming@cityssm.on.ca](mailto:b.lamming@cityssm.on.ca)



## The Corporation of the City of Sault Ste. Marie

### C O U N C I L   R E P O R T

February 8, 2021

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Carl Rumieli, Manager, Design & Transportation  
Engineering

DEPARTMENT: Public Works and Engineering Services

RE: Miscellaneous Aqueduct Repairs – Consultant Selection

---

#### PURPOSE

The purpose of this report is to obtain Council approval to single source professional engineering services for design and contract administration for aqueduct repairs on sections of aqueducts on Farwell Terrace and Central Street.

#### BACKGROUND

At the 2020 09 28 Council meeting, Council accepted the 2021 Capital Transportation Plan as information which includes the recommendation that portions of the small Central Creek and East Davignon Creek aqueducts be replaced in 2021 as per engineering recommendations from biennial structural inspections completed by STEM Engineering.

In 2019 and again in 2020 these aqueduct sections were deferred in order to meet budget constraints, as these repairs were less urgent. These sections of aqueduct repairs should now be completed.

#### ANALYSIS

Due primarily to capital budget constraints, unfortunately the City has had to take a piecemeal approach to rehabilitating these aqueducts. Given the repetitive nature of the design and STEM's familiarity with the project, it is in the best interests of the City to single source.

In accordance with the Procurement Policies and Procedures By-law, sections 22(3)(a)&(c), it is recommended that the work be single sourced to STEM Engineering. This firm has already completed inspections and design of these aqueducts and such continuity is in the best interests of the City.

#### FINANCIAL IMPLICATIONS

STEM's fee estimate for this work is \$95,570 excluding HST. The Engineering Division will work with STEM to develop an engineering agreement that will be brought to Council at a future meeting.

Miscellaneous Aqueduct Repairs – Consultant Selection

2021 02 08

Page 2

STEM's engineering fees can be accommodated within the \$1.2M approved for aqueducts and bridges during the 2021 Capital Budget deliberations. After this construction project is tendered, staff will recommend contract award and present the overall project budget to Council for approval.

**STRATEGIC PLAN / POLICY IMPACT**

This report is linked to the new infrastructure focus area of the strategic plan.

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Design and Transportation Engineering dated 2021 02 08 concerning small Central Creek and East Davignon Creek aqueducts consultant selection be received, and that Council authorize entering into an agreement for engineering services with STEM Engineering.

An individual engineering agreement will be brought to Council for approval at a future meeting.

Respectfully submitted,

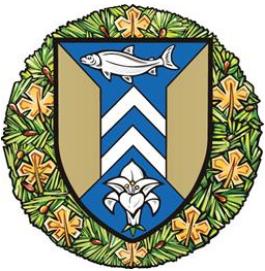


Carl Rumiel, P. Eng.

Manager of Design and Transportation Engineering

705.759.5379

[c.rumiel@cityssm.on.ca](mailto:c.rumiel@cityssm.on.ca)



## The Corporation of the City of Sault Ste. Marie

### C O U N C I L   R E P O R T

2021 02 08

TO: Mayor Christian Provenzano and Members of City Council  
AUTHOR: Maggie McAuley, Municipal Services Engineer  
DEPARTMENT: Public Works and Engineering Services  
RE: Case Road Culvert Replacement – Consultant Selection

---

#### **PURPOSE**

The purpose of this report is to obtain Council approval to retain a consultant to provide engineering services for the design and contract administration for the replacement of the Case Road culvert.

#### **BACKGROUND**

At the 2020 09 28 meeting, Council accepted as information the 2021 Capital Transportation Program which includes the replacement of the Case Road culvert.

#### **ANALYSIS**

In accordance with our procurement policy for retaining consultants, a Request for Proposal was sent to engineering consultants that are on the City's current Vendor of Record list for the Linear Municipal Infrastructure category. The City received proposals from the following firms:

- Cenlo Enterprises
- Tulloch Engineering
- Kresin Engineering Corporation

All proposals were reviewed by engineering staff, which followed a detailed scoring system that considered consulting team, detailed methodology, schedule and fees.

Based on staff's review, it is recommended that this work be awarded to Tulloch Engineering.

#### **FINANCIAL IMPLICATIONS**

Tulloch Engineering's fee estimate for this work is \$169,587 excluding HST. The Engineering Division will work with Tulloch to develop an engineering agreement that will be brought to Council at a later meeting.

Tulloch's fee can be accommodated within the \$1.2M approved for aqueducts and bridges during the 2021 Capital Budget deliberations. After this construction project is tendered, staff will recommend contract award and present the overall project budget to Council for approval.

**STRATEGIC PLAN / POLICY IMPACT**

This report is linked to the new infrastructure focus area of the strategic plan.

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

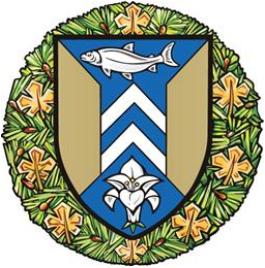
Resolved that the report of the Municipal Services Engineer dated 2021 02 08, concerning the consultant selection for culvert replacement on Case Road, be received and that Council authorize entering into an agreement for engineering services with Tulloch Engineering.

An individual engineering agreement with an estimate of engineering fees will be brought to Council for approval at a later date.

Respectfully submitted,



Maggie McAuley  
Municipal Services Engineer  
705.759.5385  
[m.mcauley@cityssm.on.ca](mailto:m.mcauley@cityssm.on.ca)



## The Corporation of the City of Sault Ste. Marie

### C O U N C I L   R E P O R T

February 8, 2021

TO: Mayor Christian Provenzano and Members of City Council  
AUTHOR: Susan Hamilton Beach, P. Eng.  
DEPARTMENT: Public Works and Engineering Services  
RE: Pointe Des Chenes Campground – 2021 Season

---

#### **PURPOSE**

The purpose of this report is to seek Council approval of the staff recommendation not to renew the operating agreement with the Lions Club and to close the Pointe Des Chenes Campground, due to required capital projects and associated lack of funding – giving consideration to the water quality issues and the COVID-19 pandemic.

#### **BACKGROUND**

The Pointe Des Chenes site is comprised of two (2) main functional areas – the day park which is primarily the beach front property open to the public during the summer months and the campground area which is open typically from May to September. The campground area is comprised of approximately 108 campsites and is serviced by two (2) comfort stations.

The City is the owner of the property and Public Works maintains the day park site through Operations' staff and students. The operation of the campground has been the responsibility of the Lions Club under an agreement with the City, which is set to expire on March 1, 2021. The operation and maintenance of the water treatment plant has been the responsibility of the PUC Services on behalf of the City.

The 2020 operating season was plagued with challenges. The pandemic and satisfying the regulatory requirements associated with Covid-19 resulted in a delayed opening to mid-June 2020. The Campground operated from June to October 2020 with approximately 50% occupancy. Water quality issues existed throughout the season with a 'no drinking water advisory' in place. The water treatment plant was operated last season under a directive by the Algoma Public Health dated December 12, 2019.

#### **ANALYSIS**

Council decided to proceed with a one (1) year agreement with the Lions Club in 2020. In addition to the challenges faced last year, there are also certain capital

improvements that are necessary and/or being asked of the City by the Lions Club for the upcoming season.

The existing pressure tank does not comply with TSSA requirements and replacement is imminent to continue operation of the water system by the PUC. The existing comfort stations are also in need of upgrade including plumbing fixtures as well as the treatment plant's programmable logic controller ('PLC') is regularly failing and needs upgrade.

These capital decisions have been postponed for some time due to the ongoing evaluation of options for water treatment by Transport Canada and their consultant(s). Both the PUC, as water system operators for the City, and City staff recommend that these improvements can no longer be delayed. If Council so chooses to keep the campground operational for 2021, an existing approved capital project would need to be cancelled as the Campground expenses were not budgeted and the agreement with the Lions Club would place the majority of the expenditure on the City.

It is understood that this would be the 35<sup>th</sup> operational year for the Lions Club with the community benefitting from the contribution of surplus funds to many worthy causes. They have done a very admirable job in assuring the operation of the site and Public Works staff would certainly like to recognize the excellent service provided for so many years.

However, the challenges due to the pandemic, the non-potable water supply and the expense to the City to provide the necessary capital improvements provide the rationale to the decision to recommend closure of the campground.

## **FINANCIAL IMPLICATIONS**

It is estimated that these capital improvements will be approximately \$275,000, although an engineering design of the pressure tank and PLC will better allow the expense(s) to be determined. Work with the Lions Club to specify the extent of the comfort stations upgrades, would also be necessary. Capital expenses were previously shared 60/40, up to \$5000, with the Lions Club for electrical, mechanical and plumbing items as per the agreement.

## **STRATEGIC PLAN / POLICY IMPACT**

This is an operational matter not articulated in the Corporate Strategic Plan.

## **RECOMMENDATION**

It is therefore recommended that Council take the following action:

That Council support the staff recommendation of the closure of the campground based on the capital improvements necessary to comply with TSSA and the ongoing operational challenges due to the pandemic and ongoing water quality issues.

Pointe Des Chenes Campground – 2021 Season

2021 02 08

Page 3.

Respectfully submitted,

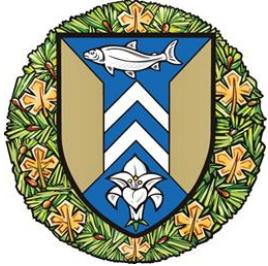
A handwritten signature in blue ink, appearing to read "Susan Beach".

Susan Hamilton Beach, P. Eng.

Director, Public Works

705.759.5207

[s.hamiltonbeach@cityssm.on.ca](mailto:s.hamiltonbeach@cityssm.on.ca)



## The Corporation of the City of Sault Ste. Marie

### C O U N C I L   R E P O R T

February 8, 2021

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior Litigation Counsel

**DEPARTMENT:** Legal Department

**RE:** Declare 328 Queen Street East Surplus

---

#### PURPOSE

The purpose of this report is to recommend to Council that the property described as PIN 31542-0034 LT 13 PL 327 ST. MARY'S S/T INTEREST IN T338585; SAULT STE. MARIE, being civic 328 Queen Street East be declared as surplus and offered for sale by the City in accordance with the City's policy for the disposition of land.

#### ATTACHMENT

Attached as Schedule "A" is a map of the Subject Property.

#### BACKGROUND

This property located at 328 Queen Street East originally went through the Tax Sale process and became vested in the name of the City on October 23, 2019 as a result of the unpaid taxes. The request to ascertain if the property would be declared surplus was circulated to various City Departments, the District of Sault Ste. Marie Social Services Administration Board ("DSSMSSAB"), and the Sault Ste. Marie Conservation Authority ("SSMRCA") for comment.

The Public Works & Engineering Services Department supported selling this property. The Engineering and Planning Departments had no objections.

The Building Department completed a recent inspection and noted mold and various structural matters to be addressed. Building further recommended a structural engineer review same.

The Community Development and Enterprise Services Department ("CDES") had no issues with selling the property and noted that it was up for tax sale twice and failed to sell. CDES was in the process of securing quotes for an engineering firm to evaluate 328 Queen Street East. Two individuals thereafter expressed interest in the property in its current state. CDES has therefore recommended proceeding

Declare 328 Queen Street East Surplus

2021 02 08

Page 2.

with declaring the property surplus and then offering same for sale "as is" to ascertain interest. Legal can thereafter report on any offers received.

SSMRCA noted that this property is not located within an area under the jurisdiction of the Conservation Authority. SSMRCA does not object to this application or intended use of the property.

DSSMSSAB had no concerns or comments to provide on this request.

## **ANALYSIS**

If Council declares the property surplus, the property will be advertised once in the Sault Star and also appear on the City's web page.

## **FINANCIAL IMPLICATIONS**

If the City decides to dispose of the Subject Property, it would be consistent with the City's plan to dispose of surplus property. As this property is presently City owned the City does not receive any revenues from taxes. Upon sale of the property it may be assessable depending upon its ultimate use.

## **STRATEGIC PLAN / POLICY IMPACT**

Not applicable.

Declare 328 Queen Street East Surplus

2021 02 08

Page 3.

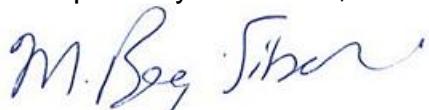
**RECOMMENDATION**

It is therefore recommended that Council take the following action:

Authorize that the City owned property described as PIN 31542-0034 LT 13 PL 327 ST. MARY'S S/T INTEREST IN T338585; SAULT STE. MARIE, being civic 328 Queen Street East be declared surplus to the City's needs and authorize the disposition of the said property in accordance with the City's policy for the disposition of land.

By-law 2021-36 authorizing same appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,



Melanie Borowicz-Sibenik

Assistant City Solicitor/Senior Litigation Counsel

705.759.5403

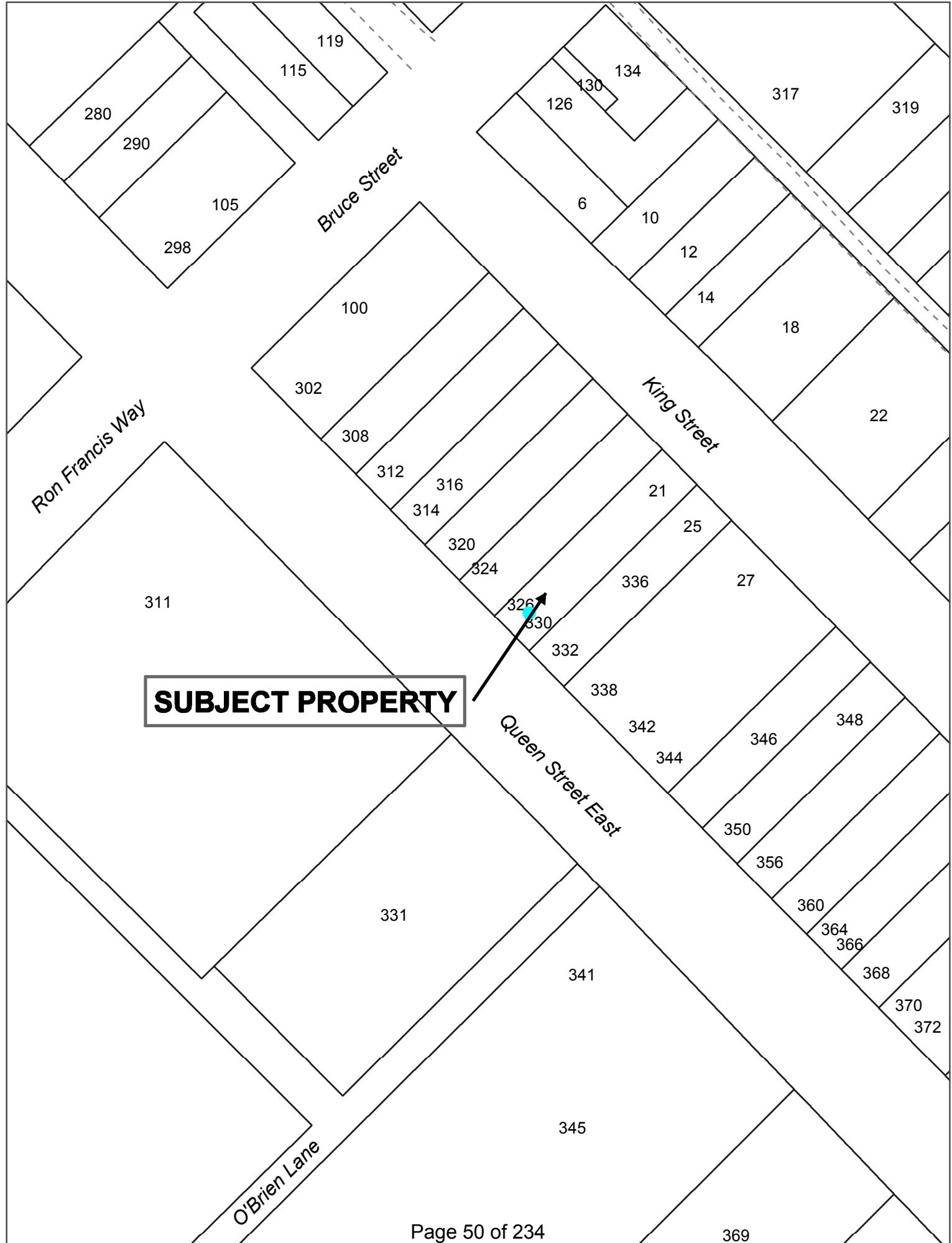
[m.borowiczsibenik@cityssm.on.ca](mailto:m.borowiczsibenik@cityssm.on.ca)

MBS/tj

Enclosure

\\\citydata\LegalDept\Legal\Staff\COUNCIL\REPORTS\2021\328 Queen Street East Declare Surplus OPEN.docx

Schedule "A"



**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2021-30**

**AGREEMENT:** A by-law to authorize the execution of the Agreement between the City and Algoma University for a grant in the amount of Forty Thousand (\$40,000) Dollars for activities undertaken to attract international students to Sault Ste. Marie.

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

**1. EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated January 1, 2021 between the City and Algoma University, a copy of which is attached as Schedule "A" hereto. This Agreement is for a grant in the amount of Forty Thousand (\$40,000) Dollars for activities undertaken to attract international students to Sault Ste. Marie.

**2. SCHEDULE "A"**

Schedule "A" forms part of this by-law.

**3. EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

**PASSED** in open Council this 8<sup>th</sup> day of February, 2021.

---

**MAYOR – CHRISTIAN PROVENZANO**

---

**CITY CLERK – RACHEL TYCZINSKI**

Schedule "A"

**CITY OF SAULT STE. MARIE GRANT AGREEMENT**

**THE AGREEMENT** is effective as of the 1<sup>st</sup> day of January, 2021.

**BETWEEN:**

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

(hereinafter referred to as the "City")

-and-

**Algoma University**

(hereinafter referred to as the "Recipient")

**WHEREAS**

The City provides a grant to the Recipient on an annual basis to assist in the provision of financial scholarships for local students and marketing and recruitment initiatives,

**NOW THEREFORE** the parties hereto agree as follows:

**1. TERM**

The Agreement will commence on the Effective Date and will expire on December 31, 2021 (the "Term") unless terminated by the City pursuant to the terms contained herein.

**2. USE OF FUNDS**

The Recipient acknowledges and agrees to the following:

- i. To use the Funds solely for the activities and/or services eligible for funding as set out in Schedule "A" and that the City retains the right to assess the Recipient's use of Funds at any time;
- ii. That the Funds shall not be used to cover any expense that has or will be funded or reimbursed by a third party, ministry, agency, or other organization; and
- iii. That the amount of Funds available to it pursuant to this Agreement is determined by calculating the actual costs to the Recipient and subtracting any income including taxes, rebates, credits or refunds, for which the Recipient has received, will receive, or is eligible to receive during the Term. The Recipient shall immediately notify the City of any change to its costs or income.

### **3. FUNDS PROVIDED**

The City shall:

- i. Provide the Recipient up to \$40,000, (the "Funds") for the purpose of operational requirements, as apportioned in Schedule "A";
- ii. Provide the Funds to the Recipient in accordance with Schedule "A"; and
- iii. Provide the Funds by depositing same into an account designated by the Recipient provided that the account:
  - a) Resides at a Canadian financial institution; and
  - b) Is in the name of the Recipient organization.

The Recipient acknowledges that it is not eligible to receive any funding or grants from any City source in addition to the Funds agreed to herein for the Term of the Agreement. The Recipient further acknowledges that any and all amounts owing to the City must be paid in full before the Funds will be released. Funds will not be disbursed until two (2) signed copies of the legal agreement are returned to the City.

#### **3.1 Funds upon Expiry of Agreement**

The Recipient shall, upon expiry of the Agreement, forthwith return to the City any remaining Funds in its possession using a method of payment that is agreeable to the City.

#### **3.2 Repayment of Overpayment**

If at any time the City provides Funds to the Recipient in an amount excess to that which the Recipient is entitled to under the Agreement, the City may:

- i. Deduct an amount equal to the excess Funds from any further instalments; or
- ii. Demand that the Recipient repay an amount equal to the excess Funds to the City, wherein the Recipient shall forthwith comply.

### **4. INDEMNITY**

The Recipient agrees to indemnify the City, its respective officers, employees and agents of, from and against all actions, suits, claims, costs, damages, executions and demands of any nature whatsoever which may be brought against or made upon the City, its respective officers, servants and agents, by reason of or on account of loss or damage to property or injury (including death) occasioned by any party arising out of the activities or services listed in Schedule "A" to this Agreement and all activities or services ancillary thereto.

### **5. ACCOUNTING RECORDS**

The Recipient shall maintain accounting records that document the receipt of the City Funds and all expenditures related to same. The Recipient shall keep its accounting records for at least seven (7) years after the expiration of the Term. The City retains the right to review or

audit the Recipient's accounting records at any time and the Recipient shall provide full access to any and all such records as requested by the City.

## **6. REPORTS**

The Recipient shall:

- i. Submit to the City all documents in accordance with Schedule "B";
- ii. Ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer; and
- iii. Upon the request of City Council, annually present to City Council in the last quarter of calendar year on a date specified by the City a summary of the Recipient's financial state, including but not limited to a summary of its funding, revenue and expenses, and a summary of the impact that the City funding has had, if any, on fulfilling the mandate of the organization; in accordance with Schedule "C". This presentation will also include the following metrics (which are tied to a supplied copy of the organizations business plan):
  - a. Activities undertaken to attract international students to Sault Ste. Marie
  - b. Number of international students in Sault Ste. Marie
  - c. Name of scholarship recipient and description of scholarship

## **7. TERMINATION**

The City may, at its sole discretion, cancel this Agreement on sixty (60) days' written notice to the Recipient. In the event of such early termination of this Agreement, the Recipient acknowledges that same shall result in the immediate stoppage of any future payment of Funds from the City up to the date of termination, provided however, that in the event that the City elected to terminate the Agreement as a result of a default of the terms and conditions of the Agreement, the sole determination of which shall be made by the City in its sole discretion, the remedies, terms and amounts set out in Section 9 herein shall apply.

## **8. INSURANCE**

The Recipient agrees to maintain at its own cost and expense for all times during the currency of this agreement, a minimum of Two Million (\$2,000,000.00) Dollars comprehensive general liability insurance in respect of personal injury, death, loss or damage of or to any person or property of third parties, with insurers licenced to conduct business in Ontario. The City shall be added as an Additional Insured to the required liability insurance policy or policies and no such policy shall be cancelled or allowed to lapse without at least thirty (30) days written notice having been given to the City. An Insurance Certificate, on the C.S.I.O. form and satisfactory to the City's Risk Manager, shall be provided to the City prior to the commencement of the Effective Date.

## **9. DEFAULT**

The Recipient agrees that any default to the terms and conditions contained herein by the Recipient shall result in the immediate stoppage of payments from the City and immediate termination of the Agreement. The Recipient further agrees that a default arising from any use of Funds that is contrary to the terms of this Agreement as determined by the City may also result in the repayment of Funds to the City in an amount proportionate to the Funds that were improperly used in a method of payment specified by the City.

## **10. NOTICE**

Any notice pursuant to any of the provisions of this Agreement shall be given in writing addressed:

***In the case of notice to the City:***

Chief Financial Officer/Treasurer  
The Corporation of the City of Sault Ste. Marie  
99 Foster Drive  
Sault Ste. Marie, ON P6A 5N1

***In the case of notice to the Recipient:***

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement the day, month and year first above written.

EXECUTED IN THE PRESENCE  
OF

**THE CORPORATION OF THE CITY OF  
SAULT STE. MARIE**

---

MAYOR – CHRISTIAN PROVENZANO

---

CITY CLERK – RACHEL TYCZINSKI

**Algoma University**



---

Robert Battisti, VP Finance and Operations  
(I have the authority to bind the corporation.)

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2021-31**

**AGREEMENT:** A by-law to authorize the execution of the Agreement between the City and Soo Pee Wee Arena for a grant equal to the total annual municipal and education property taxes for the Residential class assessed value once taxes are paid in full.

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

**1. EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated January 1, 2021 between the City and Soo Pee Wee Arena, a copy of which is attached as Schedule "A" hereto. This Agreement is for a grant equal to the total annual municipal and education property taxes for the Residential class assessed value once taxes are paid in full.

**2. SCHEDULE "A"**

Schedule "A" forms part of this by-law.

**3. EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

**PASSED** in open Council this 8<sup>th</sup> day of February, 2021.

---

**MAYOR - CHRISTIAN PROVENZANO**

---

**CITY CLERK – RACHEL TYCZINSKI**

## Schedule "A"

### CITY OF SAULT STE. MARIE GRANT AGREEMENT

THE AGREEMENT is effective as of the 1<sup>st</sup> day of January, 2021.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter referred to as the "City")

-and-

**Soo Pee Wee Arena**

(hereinafter referred to as the "Recipient")

#### WHEREAS

The City provides a grant to the Recipient equal to the total municipal and education property tax,

NOW THEREFORE the parties hereto agree as follows:

#### 1. TERM

The Agreement will commence on the Effective Date and will expire on December 31, 2021 (the "Term") unless terminated by the City pursuant to the terms contained herein.

#### 2. USE OF FUNDS

The Recipient acknowledges and agrees to the following:

- i. To use the Funds solely for the activities and/or services eligible for funding as set out in Schedule "A" and that the City retains the right to assess the Recipient's use of Funds at any time;
- ii. That the Funds shall not be used to cover any expense that has or will be funded or reimbursed by a third party, ministry, agency, or other organization; and
- iii. That the amount of Funds available to it pursuant to this Agreement is determined by calculating the actual costs to the Recipient and subtracting any income including taxes, rebates, credits or refunds, for which the Recipient has received, will receive, or is eligible to receive during the Term. The Recipient shall immediately notify the City of any change to its costs or income.

### **3. FUNDS PROVIDED**

The City shall:

- i. Provide the Recipient a grant equal to the annual municipal and education property taxes for the Residential class assessed value once taxes are paid in full, (the "Funds") for the purpose of operational requirements, as apportioned in Schedule "A";
- ii. Provide the Funds to the Recipient in accordance with Schedule "A"; and
- iii. Provide the Funds by depositing same into an account designated by the Recipient provided that the account:
  - a) Resides at a Canadian financial institution; and
  - b) Is in the name of the Recipient organization.

The Recipient acknowledges that it is not eligible to receive any funding or grants from any City source in addition to the Funds agreed to herein for the Term of the Agreement. The Recipient further acknowledges that any and all amounts owing to the City must be paid in full before the Funds will be released. Funds will not be disbursed until two (2) signed copies of the legal agreement are returned to the City.

#### **3.1 Funds upon Expiry of Agreement**

The Recipient shall, upon expiry of the Agreement, forthwith return to the City any remaining Funds in its possession using a method of payment that is agreeable to the City.

#### **3.2 Repayment of Overpayment**

If at any time the City provides Funds to the Recipient in an amount excess to that which the Recipient is entitled to under the Agreement, the City may:

- i. Deduct an amount equal to the excess Funds from any further instalments; or
- ii. Demand that the Recipient repay an amount equal to the excess Funds to the City, wherein the Recipient shall forthwith comply.

### **4. INDEMNITY**

The Recipient agrees to indemnify the City, its respective officers, employees and agents of, from and against all actions, suits, claims, costs, damages, executions and demands of any nature whatsoever which may be brought against or made upon the City, its respective officers, servants and agents, by reason of or on account of loss or damage to property or injury (including death) occasioned by any party arising out of the activities or services listed in Schedule "A" to this Agreement and all activities or services ancillary thereto.

### **5. ACCOUNTING RECORDS**

The Recipient shall maintain accounting records that document the receipt of the City Funds and all expenditures related to same. The Recipient shall keep its accounting records for at least seven (7) years after the expiration of the Term. The City retains the right to review or

audit the Recipient's accounting records at any time and the Recipient shall provide full access to any and all such records as requested by the City.

## **6. REPORTS**

The Recipient shall:

- i. Submit to the City all documents in accordance with Schedule "B";
- ii. Ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer; and
- iii. Upon the request of City Council, annually present to City Council in the last quarter of calendar year on a date specified by the City a summary of the Recipient's financial state, including but not limited to a summary of its funding, revenue and expenses, and a summary of the impact that the City funding has had, if any, on fulfilling the mandate of the organization; in accordance with Schedule "C". This presentation will also include the following metrics (which are tied to a supplied copy of the organizations business plan):
  - a. Ice utilization percentage for both primetime and non-primetime
  - b. Major capital projects completed
  - c. Funding received

## **7. TERMINATION**

The City may, at its sole discretion, cancel this Agreement on sixty (60) days' written notice to the Recipient. In the event of such early termination of this Agreement, the Recipient acknowledges that same shall result in the immediate stoppage of any future payment of Funds from the City up to the date of termination, provided however, that in the event that the City elected to terminate the Agreement as a result of a default of the terms and conditions of the Agreement, the sole determination of which shall be made by the City in its sole discretion, the remedies, terms and amounts set out in Section 9 herein shall apply.

## **8. INSURANCE**

The Recipient agrees to maintain at its own cost and expense for all times during the currency of this agreement, a minimum of Two Million (\$2,000,000.00) Dollars comprehensive general liability insurance in respect of personal injury, death, loss or damage of or to any person or property of third parties, with insurers licenced to conduct business in Ontario. The City shall be added as an Additional Insured to the required liability insurance policy or policies and no such policy shall be cancelled or allowed to lapse without at least thirty (30) days written notice having been given to the City. An Insurance Certificate, on the C.S.I.O. form and satisfactory to the City's Risk Manager, shall be provided to the City prior to the commencement of the Effective Date.

## **9. DEFAULT**

The Recipient agrees that any default to the terms and conditions contained herein by the Recipient shall result in the immediate stoppage of payments from the City and immediate termination of the Agreement. The Recipient further agrees that a default arising from any use of Funds that is contrary to the terms of this Agreement as determined by the City may also

result in the repayment of Funds to the City in an amount proportionate to the Funds that were improperly used in a method of payment specified by the City.

#### **10. NOTICE**

Any notice pursuant to any of the provisions of this Agreement shall be given in writing addressed:

*In the case of notice to the City:*

Chief Financial Officer/Treasurer  
The Corporation of the City of Sault Ste. Marie  
99 Foster Drive  
Sault Ste. Marie, ON P6A 5N1

*In the case of notice to the Recipient:*

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement the day, month and year first above written.

EXECUTED IN THE PRESENCE  
OF

**THE CORPORATION OF THE CITY OF  
SAULT STE. MARIE**

---

MAYOR – CHRISTIAN PROVENZANO

---

CITY CLERK – RACHEL TYCZINSKI

**Soo Pee Wee Arena**

---

NAME

*(I have the authority to bind the corporation.)*

## SCHEDULE "A"

### 1. PROJECT DESCRIPTION

The Soo Pee Wee Arena was opened in 1967 and has assisted the City since then in providing additional ice time for hockey and skating. An annual grant equal to the municipal and education property taxes for the year is provided.

### 2. ELIGIBLE GRANT EXPENDITURES

Description of Expenditure	Cost
Municipal Property Tax Bill-estimate only-maximum grant	\$21,077
<b>Total:</b>	<b>\$21,077</b>

3. MAXIMUM FUNDS                            \$21,077

### 4. INSTALLMENT SCHEDULE

The City shall deposit Funds into a satisfactory account in accordance with the following schedule:

October 1, 2021 or subsequent if property taxes not paid in full by September installment date.

Should any one of the above-mentioned dates or amounts require adjustment for any reason by the City, the City shall provide notice to the Recipient and specify the adjusted date or amount of the deposit.

### 5. EXPIRY DATE

December 31, 2021

## **SCHEDULE “B”**

### **REPORTING**

The following documents shall be filed with the Finance Department of the City:

- 1) Annual financial statements for the Recipient organization, preferably accompanied by an auditor's report, if available by February 1 of the year following each year funding was received;
- 2) Interim Report, in the form provided in Schedule "C" by September 1 of the year the funding was received;
- 3) Written summary of Eligible Expenses/Final Report, in the form provided in Schedule "D" by February 1 of the year following each year funding was received.

## SCHEDULE "C"

### INTERIM REPORT

Agency: Soo Pee Wee Arena

1. Use of Funds: Provide a detailed description of the approved use of funds.

The funds will be used to purchase a new compressor.

2. Financial Information: Have expenditures been in accordance with the agreement and all claims filed to date? Yes  No  If not, please provide explanation.

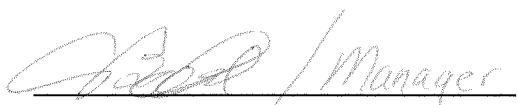
	YTD 2021	2020	2019	2018
Ice utilization % - primetime	90	90		
Ice utilization % - non-primetime	67	70		
Major capital projects completed		Lighting		
Funding received		Yes		
Annual financial surplus/ deficit				
Days utilized per calendar year				

**SCHEDULE "D"**

**SUMMARY OF ELIGIBLE EXPENSES/FINAL REPORT**

Eligible Expense	Approved \$	Actual (net of refundable HST)
Compressor	81077.00	
<b>Totals:</b>		

I hereby confirm that all Funds received and reported in this Schedule were applied to an Eligible Expense as defined in Schedule "A" and that none have been reimbursed by another party.



Signature/Title

Jan 11 / 2021

Date

3. Other Performance Measures:

a. Note any milestones/activities/objectives as set out in the agreement and if they have been completed. Describe the benefits that resulted for the community.

b. If not, provide and explanation why and how it affected the Project.

4. 2022 Funding Request: \$ Same (Reason for increase if applicable.)

Signature:



Date: Jan 11, 2021

Name of Signatory: Chad Bouchard

Title: Manager

I/We have authority to bind the Recipient.

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2021-32**

**AGREEMENT:** A by-law to authorize the execution of the Agreement between the City and The Art Gallery of Algoma for a grant in the amount of Two Hundred and Eighty Thousand Seven Hundred and Eighty-Five (\$280,785) Dollars to assist with the provision of art and culture to the residents of Sault Ste. Marie and other visitors.

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

**1. EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated January 1, 2021 between the City and The Art Gallery of Algoma, a copy of which is attached as Schedule "A" hereto. This Agreement is for a grant in the amount of Two Hundred and Eighty Thousand Seven Hundred and Eighty-Five (\$280,785) Dollars to assist with the provision of art and culture to the residents of Sault Ste. Marie and other visitors.

**2. SCHEDULE "A"**

Schedule "A" forms part of this by-law.

**3. EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

**PASSED** in open Council this 8<sup>th</sup> day of February, 2021.

---

**MAYOR – CHRISTIAN PROVENZANO**

---

**CITY CLERK – RACHEL TYCZINSKI**

Schedule "A"

**CITY OF SAULT STE. MARIE GRANT AGREEMENT**

**THE AGREEMENT** is effective as of the 1<sup>st</sup> day of January, 2021.

**BETWEEN:**

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

(hereinafter referred to as the "City")

-and-

**Art Gallery of Algoma**

(hereinafter referred to as the "Recipient")

**WHEREAS**

The City provides a grant to the Recipient to assist with the provision of art and culture to the residents of the City of Sault Ste. Marie and other visitors,

**NOW THEREFORE** the parties hereto agree as follows:

**1. TERM**

The Agreement will commence on the Effective Date and will expire on December 31, 2021 (the "Term") unless terminated by the City pursuant to the terms contained herein.

**2. USE OF FUNDS**

The Recipient acknowledges and agrees to the following:

- i. To use the Funds solely for the activities and/or services eligible for funding as set out in Schedule "A" and that the City retains the right to assess the Recipient's use of Funds at any time;
- ii. That the Funds shall not be used to cover any expense that has or will be funded or reimbursed by a third party, ministry, agency, or other organization; and
- iii. That the amount of Funds available to it pursuant to this Agreement is determined by calculating the actual costs to the Recipient and subtracting any income including taxes, rebates, credits or refunds, for which the Recipient has received, will receive, or is eligible to receive during the Term. The Recipient shall immediately notify the City of any change to its costs or income.

### **3. FUNDS PROVIDED**

The City shall:

- i. Provide the Recipient up to \$280,785, (the "Funds") for the purpose of operational requirements, as apportioned in Schedule "A";
- ii. Provide the Funds to the Recipient in accordance with Schedule "A"; and
- iii. Provide the Funds by depositing same into an account designated by the Recipient provided that the account:
  - a) Resides at a Canadian financial institution; and
  - b) Is in the name of the Recipient organization.

The Recipient acknowledges that it is not eligible to receive any funding or grants from any City source in addition to the Funds agreed to herein for the Term of the Agreement. The Recipient further acknowledges that any and all amounts owing to the City must be paid in full before the Funds will be released. Funds will not be disbursed until two (2) signed copies of the legal agreement are returned to the City.

#### **3.1 Funds upon Expiry of Agreement**

The Recipient shall, upon expiry of the Agreement, forthwith return to the City any remaining Funds in its possession using a method of payment that is agreeable to the City.

#### **3.2 Repayment of Overpayment**

If at any time the City provides Funds to the Recipient in an amount excess to that which the Recipient is entitled to under the Agreement, the City may:

- i. Deduct an amount equal to the excess Funds from any further instalments; or
- ii. Demand that the Recipient repay an amount equal to the excess Funds to the City, wherein the Recipient shall forthwith comply.

### **4. INDEMNITY**

The Recipient agrees to indemnify the City, its respective officers, employees and agents of, from and against all actions, suits, claims, costs, damages, executions and demands of any nature whatsoever which may be brought against or made upon the City, its respective officers, servants and agents, by reason of or on account of loss or damage to property or injury (including death) occasioned by any party arising out of the activities or services listed in Schedule "A" to this Agreement and all activities or services ancillary thereto.

### **5. ACCOUNTING RECORDS**

The Recipient shall maintain accounting records that document the receipt of the City Funds and all expenditures related to same. The Recipient shall keep its accounting records for at least seven (7) years after the expiration of the Term. The City retains the right to review or

audit the Recipient's accounting records at any time and the Recipient shall provide full access to any and all such records as requested by the City.

## **6. REPORTS**

The Recipient shall:

- i. Submit to the City all documents in accordance with Schedule "B";
- ii. Ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer; and
- iii. Upon the request of City Council, annually present to City Council in the last quarter of calendar year on a date specified by the City a summary of the Recipient's financial state, including but not limited to a summary of its funding, revenue and expenses, and a summary of the impact that the City funding has had, if any, on fulfilling the mandate of the organization; in accordance with Schedule "C". This presentation will also include the following metrics (which are tied to a supplied copy of the organizations business plan):
  - a. Number of visitors – paid admissions
  - b. Number of events or programs
  - c. Number of visitors – events or programs
  - d. Number of virtual visits (if any, COVID-19)
  - e. Visitors from outside of Sault Ste. Marie and location
  - f. Annual revenue

## **7. TERMINATION**

The City may, at its sole discretion, cancel this Agreement on sixty (60) days' written notice to the Recipient. In the event of such early termination of this Agreement, the Recipient acknowledges that same shall result in the immediate stoppage of any future payment of Funds from the City up to the date of termination, provided however, that in the event that the City elected to terminate the Agreement as a result of a default of the terms and conditions of the Agreement, the sole determination of which shall be made by the City in its sole discretion, the remedies, terms and amounts set out in Section 9 herein shall apply.

## **8. INSURANCE**

The Recipient agrees to maintain at its own cost and expense for all times during the currency of this agreement, a minimum of Two Million (\$2,000,000.00) Dollars comprehensive general liability insurance in respect of personal injury, death, loss or damage of or to any person or property of third parties, with insurers licenced to conduct business in Ontario. The City shall be added as an Additional Insured to the required liability insurance policy or policies and no such policy shall be cancelled or allowed to lapse without at least thirty (30) days written notice having been given to the City. An Insurance Certificate, on the C.S.I.O. form and satisfactory to the City's Risk Manager, shall be provided to the City prior to the commencement of the Effective Date.

## **9. DEFAULT**

The Recipient agrees that any default to the terms and conditions contained herein by the Recipient shall result in the immediate stoppage of payments from the City and immediate termination of the Agreement. The Recipient further agrees that a default arising from any use of Funds that is contrary to the terms of this Agreement as determined by the City may also result in the repayment of Funds to the City in an amount proportionate to the Funds that were improperly used in a method of payment specified by the City.

## **10. NOTICE**

Any notice pursuant to any of the provisions of this Agreement shall be given in writing addressed:

*In the case of notice to the City:*

Chief Financial Officer/Treasurer  
The Corporation of the City of Sault Ste. Marie  
99 Foster Drive  
Sault Ste. Marie, ON P6A 5N1

*In the case of notice to the Recipient:*

10 East Street  
Sault Ste. Marie ON P6A 3C3

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement the day, month and year first above written.

EXECUTED IN THE PRESENCE  
OF

**THE CORPORATION OF THE CITY OF  
SAULT STE. MARIE**

---

MAYOR – CHRISTIAN PROVENZANO

---

CITY CLERK – RACHEL TYCZINSKI

Art Gallery of Algoma

---

NAME *Mark A. Lopez* President  
(I have the authority to bind the corporation.)

# THE CORPORATION OF THE CITY OF SAULT STE. MARIE

## BY-LAW 2021-33

**AGREEMENT:** A by-law to authorize the execution of the Agreement between the City and The Ontario Bushplane Heritage and Forest Fire Educational Centre o/a The Canadian Bushplane Heritage Centre for a grant in the amount of One Hundred And Seventy-Five Thousand (\$175,000) Dollars to assist with the collection, preservation and exhibits of bushplanes and related material to promote public understanding of their historic significance, as well as to serve as a centre for research and information on bushplane and forest fire fighting heritage.

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated January 1, 2021 between the City and The Ontario Bushplane Heritage and Forest Fire Educational Centre o/a The Canadian Bushplane Heritage Centre, a copy of which is attached as Schedule "A" hereto. This Agreement is for a grant in the amount of One Hundred And Seventy-Five Thousand (\$175,000) Dollars to assist with the collection, preservation and exhibits of bushplanes and related material to promote public understanding of their historic significance, as well as to serve as a centre for research and information on bushplane and forest fire fighting heritage.

2. **SCHEDULE "A"**

Schedule "A" forms part of this by-law.

3. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

**PASSED** in open Council this 8th day of February, 2021.

---

**MAYOR – CHRISTIAN PROVENZANO**

---

**CITY CLERK - RACHEL TYCZINSKI**

Schedule "A"

**CITY OF SAULT STE. MARIE GRANT AGREEMENT**

**THE AGREEMENT** is effective as of the 1<sup>st</sup> day of January, 2021.

**BETWEEN:**

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

(hereinafter referred to as the "City")

-and-

**The Ontario Bushplane Heritage and Forest Fire Educational Centre**

**o/a The Canadian Bushplane Heritage Centre**

(hereinafter referred to as the "Recipient")

**WHEREAS**

The City provides a grant to the Recipient to assist with the collection, preservation and exhibits of bushplanes and related material to promote public understanding of their historic significance, as well as to serve as a centre for research and information on bushplane and forest fire fighting heritage,

**NOW THEREFORE** the parties hereto agree as follows:

**1. TERM**

The Agreement will commence on the Effective Date and will expire on December 31, 2021 (the "Term") unless terminated by the City pursuant to the terms contained herein.

**2. USE OF FUNDS**

The Recipient acknowledges and agrees to the following:

- i. To use the Funds solely for the activities and/or services eligible for funding as set out in Schedule "A" and that the City retains the right to assess the Recipient's use of Funds at any time;
- ii. That the Funds shall not be used to cover any expense that has or will be specifically funded or reimbursed by a third party, ministry, agency, or other organization; and
- iii. That the amount of Funds available to it pursuant to this Agreement is determined by calculating the actual costs to the Recipient and subtracting any income including taxes, rebates, credits or refunds, for which the Recipient has received, will receive, or is eligible to receive during the Term. The Recipient shall immediately notify the City of any significant change to its costs or income.

### **3. FUNDS PROVIDED**

The City shall:

- i. Subject to the Terms of this Agreement, provide the Recipient the sum of \$175,000, (the "Funds") for the purpose of operational requirements, as apportioned in Schedule "A";
- ii. Provide the Funds to the Recipient in accordance with Schedule "A"; and
- iii. Provide the Funds by depositing same into an account designated by the Recipient provided that the account:
  - a) Resides at a Canadian financial institution; and
  - b) Is in the name of the Recipient organization.

The Recipient acknowledges that it is not eligible to receive any funding or grants from any City source in addition to the Funds agreed to herein for the Term of the Agreement, save and except for Municipal Tax Rebate Programs and Council approved special grant programs. The Recipient further acknowledges that any and all amounts owing to the City must be paid in full before the Funds will be released. **Funds will not be disbursed until two (2) signed copies of the legal agreement are returned to the City.**

#### **3.1 Funds upon Expiry of Agreement**

The Recipient shall, upon expiry of the Agreement, forthwith return to the City any remaining Funds in its possession using a method of payment that is agreeable to the City.

#### **3.2 Repayment of Overpayment**

If at any time the City provides Funds to the Recipient in an amount excess to that which the Recipient is entitled to under the Agreement, the City may:

- i. Deduct an amount equal to the excess Funds from any further instalments; or
- ii. Demand that the Recipient repay an amount equal to the excess Funds to the City, wherein the Recipient shall forthwith comply.

### **4. INDEMNITY**

The Recipient agrees to indemnify the City, its respective officers, employees and agents of, from and against all actions, suits, claims, costs, damages, executions and demands of any nature whatsoever which may be brought against or made upon the City, its respective officers, servants and agents, by reason of or on account of loss or damage to property or injury (including death) occasioned by any party arising out of the activities or services listed in Schedule "A" to this Agreement and all activities or services ancillary thereto.

### **5. ACCOUNTING RECORDS**

The Recipient shall maintain accounting records that document the receipt of the City Funds and all expenditures related to same. The Recipient shall keep its accounting records for at

least seven (7) years after the expiration of the Term. The City retains the right to review or audit the Recipient's accounting records at any time and the Recipient shall provide full access to any and all such records as requested by the City.

## **6. REPORTS**

The Recipient shall:

- i. Submit to the City all documents in accordance with Schedule "B";
- ii. Ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer; and
- iii. Upon the request of City Council, annually present to City Council in the last quarter of calendar year on a date specified by the City a summary of the Recipient's financial state, including but not limited to a summary of its funding, revenue and expenses, and a summary of the impact that the City funding has had, if any, on fulfilling the mandate of the organization; in accordance with Schedule "C". This presentation will also include the following metrics (which are tied to a supplied copy of the organizations business plan):
  - a. Number of visitors – paid admissions
  - b. Number of events or programs
  - c. Number of visitors – events or programs
  - d. Number of virtual visits (if any, COVID-19)
  - e. Visitors from outside of Sault Ste. Marie and location
  - f. Annual revenue

## **7. TERMINATION**

The City may, at its sole discretion, cancel this Agreement on six (6) months' written notice to the Recipient. In the event of such early termination of this Agreement, the Recipient acknowledges that same shall result in the immediate stoppage of any future payment of Funds from the City after the date of termination, provided however, that in the event that the City elected to terminate the Agreement as a result of a default of the terms and conditions of the Agreement, the sole determination of which shall be made by the City in its sole discretion, acting reasonably, the remedies, terms and amounts set out in Section 9 herein shall apply.

## **8. INSURANCE**

The Recipient agrees to maintain at its own cost and expense for all times during the currency of this agreement, a minimum of Two Million (\$2,000,000.00) Dollars comprehensive general liability insurance in respect of personal injury, death, loss or damage of or to any person or property of third parties, with insurers licenced to conduct business in Ontario. The City shall be added as an Additional Insured to the required liability insurance policy or policies and no such policy shall be cancelled or allowed to lapse without at least thirty (30) days written notice having been given to the City. An Insurance Certificate, on the C.S.I.O. form and satisfactory to the City's Risk Manager, shall be provided to the City prior to the commencement of the Effective Date.

## **9. DEFAULT**

The Recipient agrees that any default to the terms and conditions contained herein by the Recipient shall result in the immediate stoppage of payments from the City and immediate termination of the Agreement. The Recipient further agrees that a default arising from any use of Funds that is contrary to the terms of this Agreement as determined by the City may also result in the repayment of Funds to the City in an amount proportionate to the Funds that were improperly used in a method of payment specified by the City.

## **10. NOTICE**

Any notice pursuant to any of the provisions of this Agreement shall be given in writing addressed:

***In the case of notice to the City:***

Chief Financial Officer/Treasurer  
The Corporation of the City of Sault Ste. Marie  
99 Foster Drive  
Sault Ste. Marie, ON P6A 5N1

***In the case of notice to the Recipient:***

Executive Director  
Canadian Bushplane Heritage Centre  
55 Church Street  
Sault Ste. Marie, ON

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement the day, month and year first above written.

EXECUTED IN THE PRESENCE  
OF

**THE CORPORATION OF THE CITY OF  
SAULT STE. MARIE**

---

MAYOR – CHRISTIAN PROVENZANO

---

CITY CLERK – RACHEL TYCZINSKI

**THE ONTARIO BUSHPLANE HERITAGE  
AND FOREST FIRE EDUCATIONAL CENTRE  
o/a The Canadian Bushplane Heritage  
Center**

---

NAME  
*(I have the authority to bind the corporation.)*

## **SCHEDULE "A"**

### **1. PROJECT DESCRIPTION**

The Canadian Bushplane Heritage Centre (CBHC) preserves and tells the story of Canada's bushplane and forest fire protection heritage and how it has shaped life in northern and remote parts of Canada. The CBHC collects, preserves, exhibits and interprets a collection of bushplanes and related material and promotes public understanding of their significance. The CBHC serves as a venue for events, presentations and public gatherings as well as hosts numerous volunteer and community service activities.

### **2. ELIGIBLE GRANT EXPENDITURES**

<b>Description of Expenditure</b>	<b>Cost</b>
Salary & benefits (up to maximum of 50% of grant)	\$87,500
Other operational expenses, including minor capital	\$87,500
Unused funding for salary and benefits may be used for other operational expenses as long as total grant approved is not exceeded	
<b>Total:</b>	<b>\$175,000</b>

3. MAXIMUM FUNDS                    \$175,000

### **4. INSTALLMENT SCHEDULE**

The City shall deposit Funds into a satisfactory account in accordance with the following schedule:

January 4, 2021                    \$87,500

June 1, 2021                    \$87,500

Should any one of the above-mentioned dates or amounts require adjustment for any reason by the City, the City shall provide notice to the Recipient as soon as practicable and specify the adjusted date or amount of the deposit.

### **5. EXPIRY DATE**

December 31, 2021

## **SCHEDULE “B”**

### **REPORTING**

The following documents shall be filed with the Finance Department of the City:

- 1) Annual financial statements for the Recipient organization, preferably accompanied by an auditor's report, if available by February 1 of the year following each year funding was received;
- 2) Interim Report, in the form provided in Schedule “C” by September 1 of the year the funding was received;
- 3) Written summary of Eligible Expenses/Final Report, in the form provided in Schedule “D” by February 1 of the year following each year funding was received.

**SCHEDULE “C”****INTERIM REPORT**

Agency: Canadian Bushplane Heritage Centre

1. Use of Funds: Provide a detailed description of the approved use of funds.
  
  
  
  
  
  
  
  
2. Financial Information: Have expenditures been in accordance with the agreement and all claims filed to date? Yes  No  If not, please provide explanation.

	YTD 2021	2020	2019	2018
Number of Visitors-Paid Admissions	3,647	26,415	23,103	
Number of Events/Programs	7	65	53	
Number of Visitors-Events/Programs	2,002	18,942	17,167	
Number of Virtual Visits (if any, COVID-19)				
Visitors from Outside of Sault Ste. Marie and Location				
Revenue:				
City Grant	175,000	175,000	175,000	
Other Grants	240,884	46,542	46,542	
Donations	16,953	98,443	51,938	
Admissions/Memberships	53, 718	201,965	184,483	
Other (specify)	86,772	334,961	358,490	

Annual Financial Surplus/ Deficit				
Number of Educational Programs Delivered				
Number of Outside Visitors				

3. Other Performance Measures:

- a. Note any milestones/activities/objectives as set out in the agreement and if they have been completed. Describe the benefits that resulted for the community.

- b. If not, provide and explanation why and how it affected the Project.

4. 2022 Funding Request: \$ \_\_\_\_\_ (Reason for increase if applicable.)

Signature:

Date:

Name                  of                  Signatory:

Title:

I/We have authority to bind the Recipient.

**SCHEDULE “D”****SUMMARY OF ELIGIBLE EXPENSES/FINAL REPORT**

<b>Eligible Expense</b>	<b>Approved \$</b>	<b>Actual (net of refundable HST)</b>
<b>Totals:</b>		

I hereby confirm that all Funds received and reported in this Schedule were applied to an Eligible Expense as defined in Schedule “A” and that none have been reimbursed by another party.

---

Signature/Title

---

Date

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW 2021-34**

**AGREEMENT:** A by-law to authorize the execution of the Agreement between the City and Crime Stoppers of Sault Ste. Marie and Algoma District Inc. for a grant up to Twenty Five Thousand (\$25,000) Dollars to assist with reducing the cost of policing and paying rewards.

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

**1. EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated January 1, 2021 between the City and Crime Stoppers of Sault Ste. Marie and Algoma District Inc., a copy of which is attached as Schedule "A" hereto. This Agreement is for a grant up to Twenty Five Thousand (\$25,000) Dollars to assist with reducing the cost of policing and paying rewards.

**2. SCHEDULE "A"**

Schedule "A" forms part of this by-law.

**3. EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

**PASSED** in open Council this 8th day of February, 2021.

---

**MAYOR - CHRISTIAN PROVENZANO**

---

**CITY CLERK - RACHEL TYCZINSKI**

Schedule "A"

**CITY OF SAULT STE. MARIE GRANT AGREEMENT**

**THE AGREEMENT** is effective as of the 1<sup>st</sup> day of January, 2021.

**BETWEEN:**

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

(hereinafter referred to as the "City")

-and-

**Sault Ste. Marie Crime Stoppers**

(hereinafter referred to as the "Recipient")

**WHEREAS**

The City provides a grant to the Recipient to assist with reducing the cost of policing and paying rewards,

**NOW THEREFORE** the parties hereto agree as follows:

**1. TERM**

The Agreement will commence on the Effective Date and will expire on December 31, 2021 (the "Term") unless terminated by the City pursuant to the terms contained herein.

**2. USE OF FUNDS**

The Recipient acknowledges and agrees to the following:

- i. To use the Funds solely for the activities and/or services eligible for funding as set out in Schedule "A" and that the City retains the right to assess the Recipient's use of Funds at any time;
- ii. That the Funds shall not be used to cover any expense that has or will be funded or reimbursed by a third party, ministry, agency, or other organization; and
- iii. That the amount of Funds available to it pursuant to this Agreement is determined by calculating the actual costs to the Recipient and subtracting any income including taxes, rebates, credits or refunds, for which the Recipient has received, will receive, or is eligible to receive during the Term. The Recipient shall immediately notify the City of any change to its costs or income.

### **3. FUNDS PROVIDED**

The City shall:

- i. Provide the Recipient up to \$25,000, (the "Funds") for the purpose of operational requirements, as apportioned in Schedule "A";
- ii. Provide the Funds to the Recipient in accordance with Schedule "A"; and
- iii. Provide the Funds by depositing same into an account designated by the Recipient provided that the account:
  - a) Resides at a Canadian financial institution; and
  - b) Is in the name of the Recipient organization.

The Recipient acknowledges that it is not eligible to receive any funding or grants from any City source in addition to the Funds agreed to herein for the Term of the Agreement. The Recipient further acknowledges that any and all amounts owing to the City must be paid in full before the Funds will be released. Funds will not be disbursed until two (2) signed copies of the legal agreement are returned to the City.

#### **3.1 Funds upon Expiry of Agreement**

The Recipient shall, upon expiry of the Agreement, forthwith return to the City any remaining Funds in its possession using a method of payment that is agreeable to the City.

#### **3.2 Repayment of Overpayment**

If at any time the City provides Funds to the Recipient in an amount excess to that which the Recipient is entitled to under the Agreement, the City may:

- i. Deduct an amount equal to the excess Funds from any further instalments; or
- ii. Demand that the Recipient repay an amount equal to the excess Funds to the City, wherein the Recipient shall forthwith comply.

### **4. INDEMNITY**

The Recipient agrees to indemnify the City, its respective officers, employees and agents of, from and against all actions, suits, claims, costs, damages, executions and demands of any nature whatsoever which may be brought against or made upon the City, its respective officers, servants and agents, by reason of or on account of loss or damage to property or injury (including death) occasioned by any party arising out of the activities or services listed in Schedule "A" to this Agreement and all activities or services ancillary thereto.

### **5. ACCOUNTING RECORDS**

The Recipient shall maintain accounting records that document the receipt of the City Funds and all expenditures related to same. The Recipient shall keep its accounting records for at least seven (7) years after the expiration of the Term. The City retains the right to review or audit the Recipient's accounting records at any time and the Recipient shall provide full access to any and all such records as requested by the City.

## **6. REPORTS**

The Recipient shall:

- i. Submit to the City all documents in accordance with Schedule "B";
- ii. Ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer; and
- iii. Upon the request of City Council, annually present to City Council in the last quarter of calendar year on a date specified by the City a summary of the Recipient's financial state, including but not limited to a summary of its funding, revenue and expenses, and a summary of the impact that the City funding has had, if any, on fulfilling the mandate of the organization; in accordance with Schedule "C". This presentation will also include the following metrics (which are tied to a supplied copy of the organizations business plan):
  - a. Number of calls received leading to an arrest
  - b. Activities undertaken to raise awareness

## **7. TERMINATION**

The City may, at its sole discretion, cancel this Agreement on six (6) months' written notice to the Recipient. In the event of such early termination of this Agreement, the Recipient acknowledges that same shall result in the immediate stoppage of any future payment of Funds from the City up to the date of termination, provided however, that in the event that the City elected to terminate the Agreement as a result of a default of the terms and conditions of the Agreement, the sole determination of which shall be made by the City in its sole discretion, the remedies, terms and amounts set out in Section 9 herein shall apply.

## **8. INSURANCE**

The Recipient agrees to maintain at its own cost and expense for all times during the currency of this agreement, a minimum of Two Million (\$2,000,000.00) Dollars comprehensive general liability insurance in respect of personal injury, death, loss or damage of or to any person or property of third parties, with insurers licenced to conduct business in Ontario. The City shall be added as an Additional Insured to the required liability insurance policy or policies and no such policy shall be cancelled or allowed to lapse without at least thirty (30) days written notice having been given to the City. An Insurance Certificate, on the C.S.I.O. form and satisfactory to the City's Risk Manager, shall be provided to the City prior to the commencement of the Effective Date.

## **9. DEFAULT**

The Recipient agrees that any default to the terms and conditions contained herein by the Recipient shall result in the immediate stoppage of payments from the City and immediate termination of the Agreement. The Recipient further agrees that a default arising from any use of Funds that is contrary to the terms of this Agreement as determined by the City may also result in the repayment of Funds to the City in an amount proportionate to the Funds that were improperly used in a method of payment specified by the City.

## **10. NOTICE**

Any notice pursuant to any of the provisions of this Agreement shall be given in writing addressed:

***In the case of notice to the City:***

Chief Financial Officer/Treasurer  
The Corporation of the City of Sault Ste. Marie  
99 Foster Drive  
Sault Ste. Marie, ON P6A 5N1

***In the case of notice to the Recipient:***

Crime Stoppers of Sault Ste. Marie and Algoma District Inc.  
c/o Saija Paakki, Chair & Michael Goodship, Treasurer  
580 Second Line East  
Sault Ste. Marie, ON P6B 4K1

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement the day, month and year first above written.

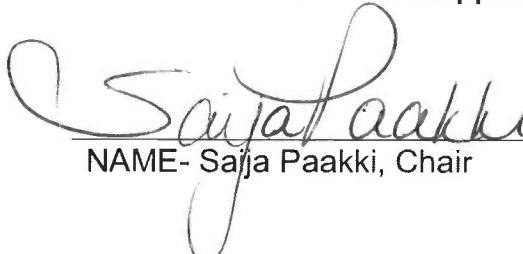
EXECUTED IN THE PRESENCE  
OF

**THE CORPORATION OF THE CITY OF  
SAULT STE. MARIE**

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

**Sault Ste. Marie Crime Stoppers**

  
NAME- Saija Paakki, Chair

  
NAME- Michael Goodship, Treasurer

*(I have the authority to bind the corporation.)*

## SCHEDULE "A"

### 1. PROJECT DESCRIPTION

Sault Ste. Marie Crime Stoppers provides the community with a tool to anonymously report criminal activity and contribute to an improved quality of life in the District of Algoma. Crime Stoppers pays rewards for tips that lead to arrests or successful conclusions. The City contributes an amount to assist with reducing the cost of policing and paying rewards.

### 2. ELIGIBLE GRANT EXPENDITURES

Description of Expenditure	Cost
Rewards for tips	\$25,000
<b>Total:</b>	<b>\$25,000</b>

3. MAXIMUM FUNDS                    \$25,000

### 4. INSTALLMENT SCHEDULE

The City shall deposit Funds into a satisfactory account when claims are received and approved.

### 5. EXPIRY DATE

December 31, 2021

## **SCHEDULE "B"**

### **REPORTING**

The following documents shall be filed with the Finance Department of the City:

- 1) Annual financial statements for the Recipient organization, preferably accompanied by an auditor's report, if available by February 1 of the year following each year funding was received;
- 2) Interim Report, in the form provided in Schedule "C" by September 1 of the year the funding was received;
- 3) Written summary of Eligible Expenses/Final Report, in the form provided in Schedule "D" by February 1 of the year following each year funding was received.

**SCHEDULE "C"**

**INTERIM REPORT**

Agency: Sault Ste. Marie Crime Stoppers

1. Use of Funds: Provide a detailed description of the approved use of funds.
  
2. Financial Information: Have expenditures been in accordance with the agreement and all claims filed to date? Yes  No  If not, please provide explanation.

	YTD 2021	2020	2019	2018
Number of calls received leading to an arrest		24	57	87
Activities undertaken to raise awareness		3	14	12
Annual financial surplus/deficit				
Number of fundraising initiatives and amount raised per event				

3. Other Performance Measures:

- a. Note any milestones/activities/objectives as set out in the agreement and if they have been completed. Describe the benefits that resulted for the community.
  
- b. If not, provide and explanation why and how it affected the Project.

4. 2022 Funding Request: \$ \_\_\_\_\_ (Reason for increase if applicable.)

Signature:

Date:

Name                  of                  Signatory:

Title:

I/We have authority to bind the Recipient.

**SCHEDULE "D"****SUMMARY OF ELIGIBLE EXPENSES/FINAL REPORT**

<b>Eligible Expense</b>	<b>Approved \$</b>	<b>Actual (net of refundable HST)</b>
<b>Totals:</b>		

I hereby confirm that all Funds received and reported in this Schedule were applied to an Eligible Expense as defined in Schedule "A" and that none have been reimbursed by another party.

---

Signature/Title

---

Date

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2021-35**

**AGREEMENT:** A by-law to authorize the execution of the Agreement between the City and Sault Ste. Marie & 49<sup>th</sup> Field Regiment R.C.A. Historical Society for a grant up to Two Hundred Forty Six Thousand Ninety One (\$246,091) Dollars to assist with the collection, preservation, study and exhibits of the history of the people and the development of Sault Ste. Marie and immediate surrounding area.

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

**1. EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated January 1, 2021 between the City and Sault Ste. Marie & 49<sup>th</sup> Field Regiment R.C.A. Historical Society for a grant up to Two Hundred Forty Six Thousand Ninety One (\$246,091) Dollars to assist with the collection, preservation, study and exhibits of the history of the people and the development of Sault Ste. Marie and immediate surrounding area.

**2. SCHEDULE "A"**

Schedule "A" forms part of this by-law.

**3. EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

**PASSED** in open Council this 8th day of February, 2021.

---

**MAYOR - CHRISTIAN PROVENZANO**

---

**CITY CLERK – RACHEL TYCZINSKI**

Schedule "A"

**CITY OF SAULT STE. MARIE GRANT AGREEMENT**

**THE AGREEMENT** is effective as of the 1<sup>st</sup> day of January, 2021.

**BETWEEN:**

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

(hereinafter referred to as the "City")

-and-

**Sault Ste. Marie & 49<sup>th</sup> Field Regiment R.C.A. Historical Society**

(hereinafter referred to as the "Recipient")

**WHEREAS**

The City provides a grant to the Recipient to assist with the collection, preservation, study and exhibits of the history of the people and the development of Sault Ste. Marie and immediate surrounding area,

**NOW THEREFORE** the parties hereto agree as follows:

**1. TERM**

The Agreement will commence on the Effective Date and will expire on December 31, 2021 (the "Term") unless terminated by the City pursuant to the terms contained herein.

For all subsequent annual Agreements, the Recipient shall follow the provisions of paragraph 6 of this Agreement and such Agreement(s) are to be negotiated between the Recipient and the City, such Agreement(s) subject to City Council approval.

**2. USE OF FUNDS**

The Recipient acknowledges and agrees to the following:

- i. To use the Funds solely for the activities and/or services eligible for funding as set out in Schedule "A" and that the City retains the right to assess the Recipient's use of Funds at any time;
- ii. That the Funds shall not be used to cover any expense that has or will be funded or reimbursed by a third party, ministry, agency, or other organization; and
- iii. That the amount of Funds available to it pursuant to this Agreement is determined by calculating the actual costs to the Recipient and subtracting any income including taxes, rebates, credits or refunds, for which the Recipient has received, will receive, or is eligible to receive during the Term. The Recipient shall immediately notify the City of any change to its costs or income.

### **3. FUNDS PROVIDED**

The City shall:

- i. Provide the Recipient up to \$246,091, (the "Funds") for the purpose of operational requirements, as apportioned in Schedule "A";
- ii. Provide the Funds to the Recipient in accordance with Schedule "A"; and
- iii. Provide the Funds by depositing same into an account designated by the Recipient provided that the account:
  - a) Resides at a Canadian financial institution; and
  - b) Is in the name of the Recipient organization.

The Recipient acknowledges that it is not eligible to receive any funding or grants from any City source in addition to the Funds agreed to herein for the Term of the Agreement, save and except for Municipal Tax Rebate Programs and Council approved special grant programs. The Recipient further acknowledges that any and all amounts owing to the City must be paid in full before the Funds will be released.

#### **3.1 Funds upon Expiry of Agreement**

The Recipient shall, upon expiry of the Agreement, forthwith return to the City any remaining Funds in its possession using a method of payment that is agreeable to the City.

#### **3.2 Repayment of Overpayment**

If at any time the City provides Funds to the Recipient in an amount excess to that which the Recipient is entitled to under the Agreement, the City may:

- i. Deduct an amount equal to the excess Funds from any further instalments; or
- ii. Demand that the Recipient repay an amount equal to the excess Funds to the City, wherein the Recipient shall forthwith comply.

### **4. INDEMNITY**

The Recipient agrees to indemnify the City, its respective officers, employees and agents of, from and against all actions, suits, claims, costs, damages, executions and demands of any nature whatsoever which may be brought against or made upon the City, its respective officers, servants and agents, by reason of or on account of loss or damage to property or injury (including death) occasioned by any party arising out of the activities or services listed in Schedule "A" to this Agreement and all activities or services ancillary thereto except such indemnification shall not extend to any and all liabilities, damages, costs, claims, loss or actions arising out of the negligence of the City.

### **5. ACCOUNTING RECORDS**

The Recipient shall maintain accounting records that document the receipt of the City Funds and all expenditures related to same. The Recipient shall keep its accounting records for at least seven (7) years after the expiration of the Term. The City retains the right to review or

audit the Recipient's accounting records at any time and the Recipient shall provide full access to any and all such records as requested by the City.

## **6. REPORTS**

The Recipient shall:

- i. Submit to the City all documents in accordance with Schedule "B";
- ii. Ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer; and
- iii. Upon the request of City Council, annually present to City Council in the last quarter of calendar year on a date specified by the City a summary of the Recipient's financial state, including but not limited to a summary of its funding, revenue and expenses, and a summary of the impact that the City funding has had, if any, on fulfilling the mandate of the organization; in accordance with Schedule "C". This presentation will also include the following metrics (which are tied to a supplied copy of the organizations business plan):
  - a. Number of visitors – paid admissions
  - b. Number of events or programs
  - c. Number of visitors – events or programs
  - d. Number of virtual visits (if any, COVID-19)
  - e. Visitors from outside of Sault Ste. Marie and location
  - f. Annual revenue

## **7. TERMINATION**

The City may, at its sole discretion, cancel this Agreement on six (6) months' written notice to the Recipient. In the event of such early termination of this Agreement, the Recipient acknowledges that same shall result in the immediate stoppage of any future payment of Funds from the City up to the date of termination, provided however, that in the event that the City elected to terminate the Agreement as a result of a default of the terms and conditions of the Agreement, the sole determination of which shall be made by the City in its sole discretion, the remedies, terms and amounts set out in Section 9 herein shall apply.

## **8. INSURANCE**

The building where the Sault Ste. Marie Museum is located is insured under the City of Sault Ste. Marie's umbrella insurance policy, with the exclusion of chattels and fixtures.

## **9. DEFAULT**

The Recipient agrees that any default to the terms and conditions contained herein by the Recipient shall result in the immediate stoppage of payments from the City and immediate termination of the Agreement. The Recipient further agrees that a default arising from any use of Funds that is contrary to the terms of this Agreement as determined by the City may also result in the repayment of Funds to the City in an amount proportionate to the Funds that were improperly used in a method of payment specified by the City.

## 10. NOTICE

Any notice pursuant to any of the provisions of this Agreement shall be given in writing addressed:

*In the case of notice to the City:*

Chief Financial Officer/Treasurer  
The Corporation of the City of Sault Ste. Marie  
99 Foster Drive  
Sault Ste. Marie, ON P6A 5N1

*In the case of notice to the Recipient:*

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement the day, month and year first above written.

EXECUTED IN THE PRESENCE  
OF

**THE CORPORATION OF THE CITY OF  
SAULT STE. MARIE**

*Karen Halcrow*

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

**Sault Ste. Marie & 49<sup>th</sup> Field Regiment  
R.C.A. Historical Society**

*JK*  
NAME *Frances KNOX*

NAME *W.H. Hollingshead* WILLIAM HOLLINGSHEAD  
(I have the authority to bind the corporation.)

## SCHEDULE "A"

### 1. PROJECT DESCRIPTION

The Sault Ste. Marie & 49<sup>th</sup> Field Regiment R.C.A. Historical Society, more commonly known as (or carrying on business as) the Sault Ste. Marie Museum is a non-profit, charitable organization for the citizens of Sault Ste. Marie and the District of Algoma, as well as visitors to the community. The City provides funding dollars to assist in the operating costs and to allow the Sault Ste. Marie Museum to collect, preserve, study and exhibit artifacts and archival materials which illustrate the history of the people and the development of Sault Ste. Marie and immediate surrounding area.

### 2. ELIGIBLE GRANT EXPENDITURES

Description of Expenditure	Cost
Salary & benefits for permanent staff	\$126,091
Other operational expenses, including <ul style="list-style-type: none"><li>• minor capital</li><li>• funds used to leverage upper levels of government funding to enhance program delivery including temporary/contract employee salary/benefits.</li></ul>	\$120,000
Unused funding for salary and benefits may be used for other operational expenses as long as total grant approved is not exceeded	
<b>Total:</b>	<b>\$246,091</b>

3. MAXIMUM FUNDS                            \$246,091

### 4. INSTALLMENT SCHEDULE

The City shall deposit Funds into a satisfactory account in accordance with the following schedule:

January 4, 2021	\$61,522.75
April 1, 2021	\$61,522.75
July 2, 2021	\$61,522.75
October 1, 2021	\$61,522.75

Should any one of the above-mentioned dates or amounts require adjustment for any reason by the City, the City shall provide notice to the Recipient and specify the adjusted date or amount of the deposit.

### 5. EXPIRY DATE

December 31, 2021

**SCHEDULE "B"**

**REPORTING**

The following documents shall be filed with the Finance Department of the City:

- 1) Annual financial statements for the Recipient organization, preferably accompanied by an auditor's report, if available by February 1 of the year following each year funding was received;
- 2) Interim Report, in the form provided in Schedule "C" by September 1 of the year the funding was received;
- 3) Written summary of Eligible Expenses/Final Report, in the form provided in Schedule "D" by February 1 of the year following each year funding was received.

## SCHEDULE "C"

### INTERIM REPORT

Agency: Sault Ste. Marie & 49<sup>th</sup> Field Regiment R.C.A. Historical Society

1. Use of Funds: Provide a detailed description of the approved use of funds.
  
2. Financial Information: Have expenditures been in accordance with the agreement and all claims filed to date? Yes  No  If not, please provide explanation.

	YTD 2021	2020	2019	2018
Number of Visitors-Paid Admissions				
Number of Events/Programs				
Number of Visitors-Events/Programs				
Number of Virtual Visits (if any, COVID-19)				
Visitors from Outside of Sault Ste. Marie and Location				
Revenue:				
City Grant				
Other Grants				
Donations				
Admissions/Memberships				
Other (specify)				

3. Other Performance Measures:

- a. Note any milestones/activities/objectives as set out in the agreement and if they have been completed. Describe the benefits that resulted for the community.
  
- b. If not, provide and explanation why and how it affected the Project.

4. 2022 Funding Request: \$ \_\_\_\_\_ (Reason for increase if applicable.)

Signature:

Date:

Name of Signatory:

Title:

I/We have authority to bind the Recipient.

**SCHEDULE “D”**

**SUMMARY OF ELIGIBLE EXPENSES/FINAL REPORT**

<b>Eligible Expense</b>	<b>Approved \$</b>	<b>Actual (net of refundable HST)</b>
<b>Totals:</b>		

I hereby confirm that all Funds received and reported in this Schedule were applied to an Eligible Expense as defined in Schedule “A” and that none have been reimbursed by another party.

---

Signature/Title

---

Date

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW NO. 2021-36**

**PROPERTY:** A by-law to declare the City owned property legally described as PIN 31542-0034 LT 13 PL 327 ST. MARY'S S/T INTEREST IN T338585; SAULT STE. MARIE, being civic 328 Queen Street East, as surplus to the City's needs and to authorize the disposition of the said property.

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

**1. LANDS DECLARED SURPLUS**

The lands more particularly described in Schedule "A" to this by-law are surplus to the requirements of the municipality.

**2. SALE AUTHORIZED**

The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in Schedule "A" hereto.

**3. SCHEDULE "A"**

Schedule "A" hereto forms part of this by-law.

**4. EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

**PASSED** in open Council this 8<sup>th</sup> day of February, 2021.

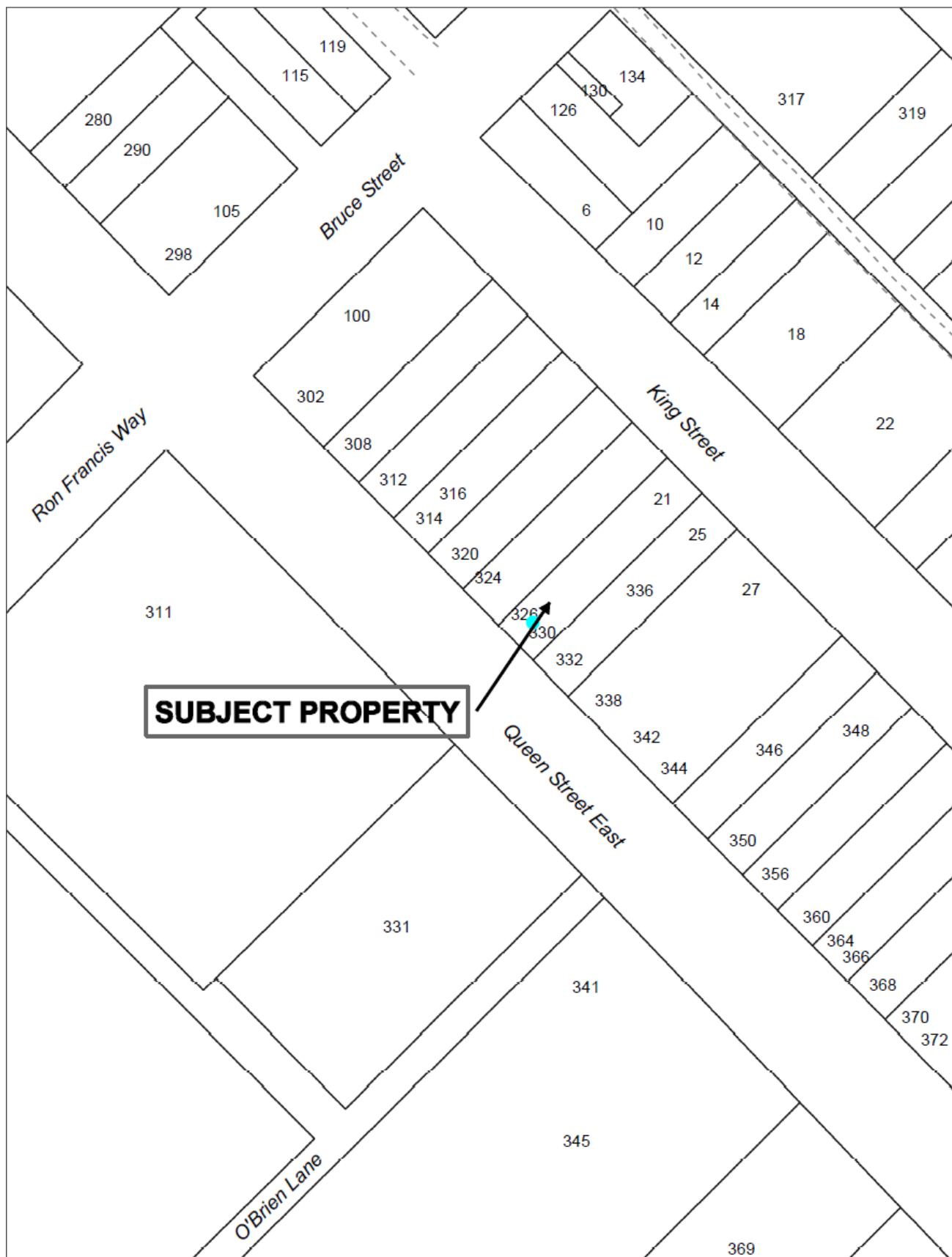
---

**MAYOR - CHRISTIAN PROVENZANO**

---

**CITY CLERK – RACHEL TYCZINSKI**

Schedule "A"



THE CORPORATION OF THE CITY OF SAULT STE.MARIE  
**BY-LAW 2021-37**

**OFFICIAL PLAN AMENDMENT:** A by-law to adopt Amendment No. 230 to the Official Plan for the City of Sault Ste. Marie (2779594 Ontario Inc. c/o David Toppan and Benjamin Cicchelli – 561 and 571 Second Line West).

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to section 17 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

1. The Council hereby adopts Amendment No. 230 to the Official Plan for the Sault Ste. Marie planning area in the form attached hereto.
2. Subject to any referrals under the Planning Act, this by-law shall come into force on the date of its final passing.

PASSED in open Council this 8th day of February, 2021.

---

**MAYOR – CHRISTIAN PROVENZANO**

---

**CITY CLERK – RACHEL TYCZINSKI**

**AMENDMENT NO. 230  
TO THE  
SAULT STE. MARIE OFFICIAL PLAN**

**PURPOSE**

This Amendment is an amendment to the Text of the Official Plan as it relates to the Residential Policies of the Plan.

**LOCATION**

PLAN H637 LOT 5PT RCP RP 1R2890 PART 2 and PLAN H637 PT LOT 4 RP 1R8688 PART 2; located on Second Line West, approximately 245 metres east of Goulais Avenue, civic no. 561 and 571 Second Line West.

**BASIS**

This Amendment is necessary in view of a request to permit personal storage.

Council now considers it desirable to amend the Official Plan.

**DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO**

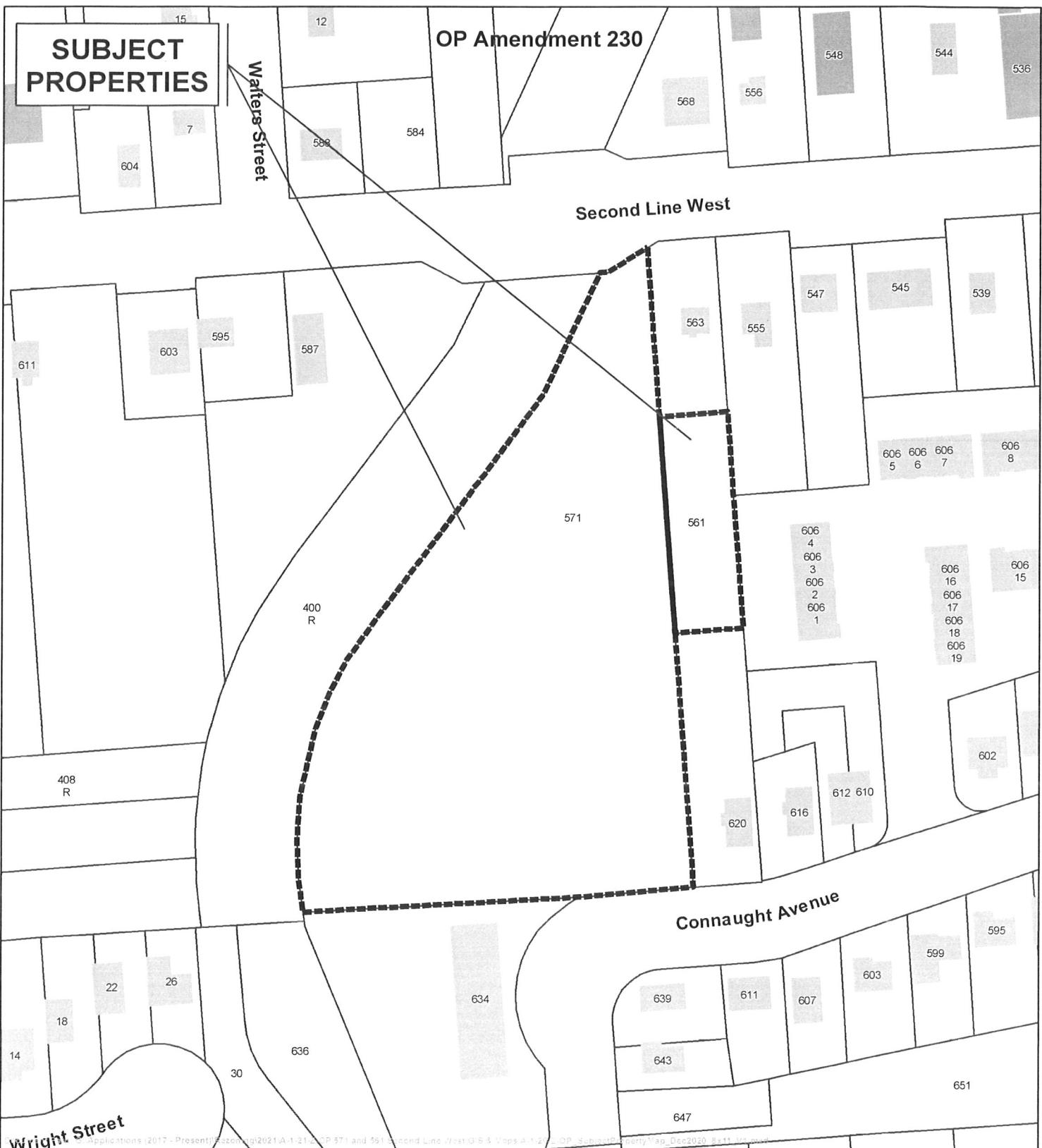
The Official Plan for the City of Sault Ste. Marie is hereby amended by adding the following paragraph to the Special Exceptions Section:

"Special Exceptions"

153. Notwithstanding Residential policies of the Official Plan, the property described as PLAN H637 LOT 5PT RCP RP 1R2890 PART 2 and PLAN H637 PT LOT 4 RP 1R8688 PART 2; located on Second Line West, approximately 245 metres east of Goulais Avenue, civic no. 561 and 571 Second Line West, may be occupied by personal storage as an additional permitted use

**INTERPRETATION**

The provisions of the Official Plan as amended from time to time will be applied to this Amendment.



Application Map Series	Legal Department Reference	SAULT STE. MARIE Planning and Enterprise Services
<input checked="" type="checkbox"/> Subject Property <input type="checkbox"/> Official Plan Landuse <input type="checkbox"/> Existing Zoning <input type="checkbox"/> Aerial Image <input type="checkbox"/> Official Plan Amendment		 <b>Community Development and Enterprise Services Department</b> 99 Foster Drive, Sault Ste Marie, ON P6A 5X6 <a href="http://saultstmarie.ca">saultstmarie.ca</a>   705-759-5368   <a href="mailto:planning@cityssm.on.ca">planning@cityssm.on.ca</a>
Property Information	Legend	 Subject Properties: 561 & 571 Second Line W  Parcel Fabric
Civic Address: 561 & 571 Second Line West Roll No.: 060010010010000 & 060010009010000 Map No.: 541-1-70 Application No.: A-1-21-Z-OP Date Created: December 16, 2020		This map is for general reference only Orthophoto: None Projection Details: NAD 1983 UTM Zone 16N GCS North American 1983

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW NO. 2021-38**

**ZONING:** A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 561 and 571 Second Line West (2779594 Ontario Inc. c/o David Toppan and Benjamin Cicchelli).

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to section 34 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

**1. 561 AND 571 SECOND LINE WEST; LOCATED ON THE SOUTH SIDE  
OF SECOND LINE WEST, APPROXIMATELY 245 M EAST OF ITS  
INTERSECTION WITH GOULAIS AVENUE; CHANGE FROM R3 TO  
R3.S WITH A “SPECIAL EXCEPTION”**

The zone designation on the lands described in Section 2 of this by-law, which lands are shown on Map 54/1-70 of Schedule “A” to By-law 2005-150, is changed from R3 (Low Density Residential) zone to R3.S (Low Density Residential) zone with a “Special Exception”.

**2. BY-LAW 2005-151 AMENDED**

Section 2 of By-law 2005-151 is amended by adding the following subsection 2(409) and heading as follows:

**“2(409) 561 AND 571 SECOND LINE WEST**

Despite the provisions of By-law 2005-150, the zone designation on the lands located on the south side of Second Line West, approximately 245 metres east of its intersection with Goulais Avenue and having civic no. 561 and 571 Second Line West and outlined and marked “Subject Property” on the map attached as Schedule “A” hereto is changed from R3 (Low Density Residential) zone to R3.S (Low Density Residential) zone with a “Special Exception” to, in addition to those uses permitted in an R3 zone:

1. Permit personal storage on the northern 95 metres of 571 Second Line West and the entirety of 561 Second Line West.
2. Permit a 1.8m high fence in the front yard of 571 Second Line West.
3. Reduce the rear yard setback from the southerly lot line from 10m to 7.5m for the townhouse only. “

2. **SCHEDULE “A”**

Schedule “A” hereto forms a part of this by-law.

3. **CERTIFICATE OF CONFORMITY**

It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of the passing of this by-law as amended by Official Plan Amendment No. 230.

PASSED in open Council this 8th day of February, 2021.

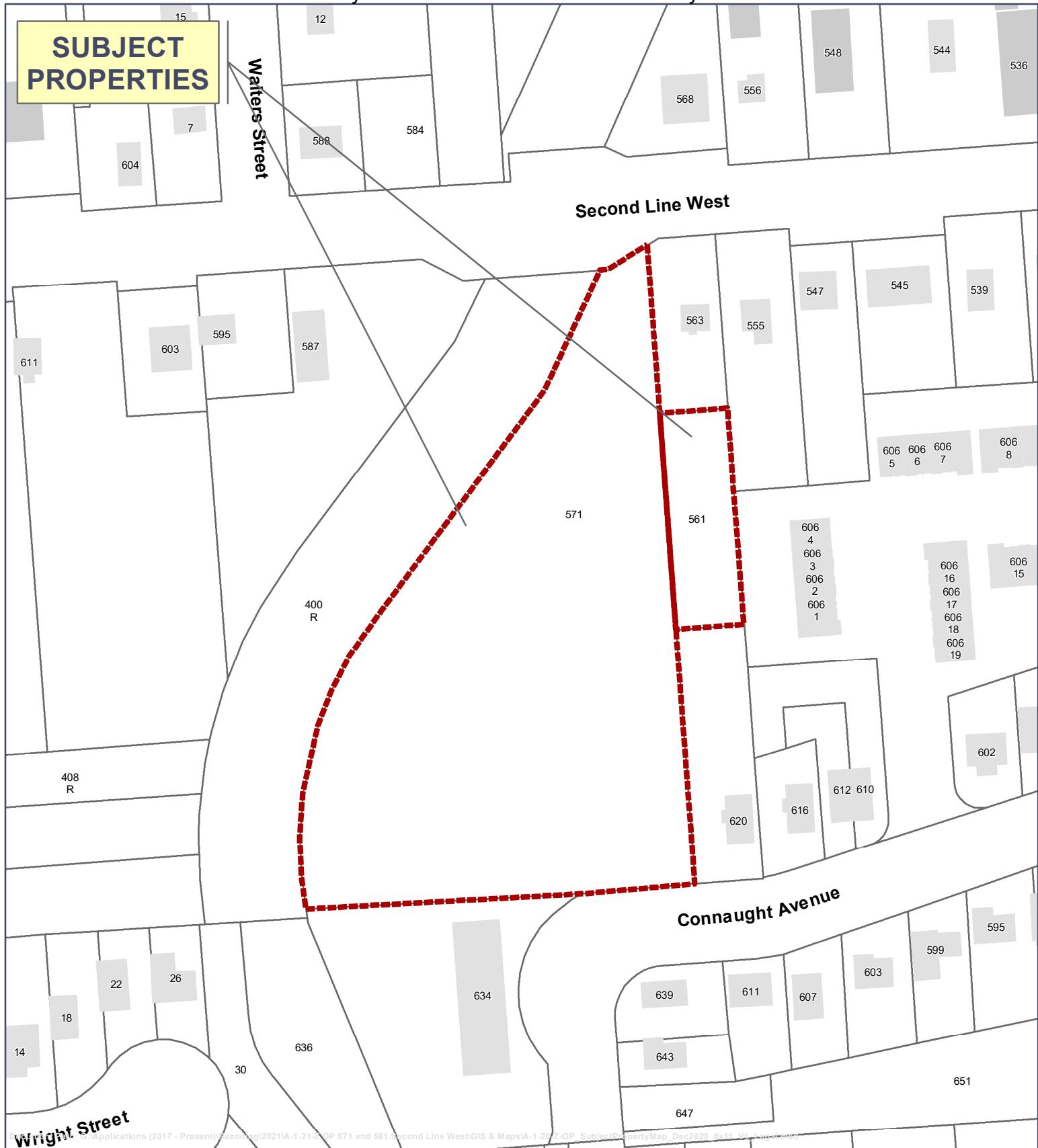
---

**MAYOR – CHRISTIAN PROVENZANO**

---

**CITY CLERK – RACHEL TYCZINSKI**

da LEGAL\STAFF\LEGAL\ZONING\2021\SECOND LINE WEST, 561, 571\2021-38 Z.DOCX



Map G:\Applications (2017 - Present)\Zoning\2021\A-1-21-Z-OP 571 and 561 Second Line West\GIS & Maps\IA-1-2021-OP\_ScheduleAPropertyMap\_Dec2020\_Brd1\_V4\_Layered.mxd

Application Map Series	
<input checked="" type="checkbox"/> Subject Property	<input type="checkbox"/> Official Plan Landuse
<input type="checkbox"/> Existing Zoning	<input type="checkbox"/> Aerial Image
<input type="checkbox"/> Official Plan Amendment	

Legal Department Reference  
Schedule "A"



Property Information
Civic Address: 561 & 571 Second Line West
Roll No.: 060010010010000 & 060010009010000
Map No.: 54/1-70
Application No.: A-1-21-Z-OP
Date Created: December 16, 2020

Legend
Subject Properties: 561 & 571 Second Line W
Parcel Fabric



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

**BY-LAW NO. 2021-39**

**DEVELOPMENT CONTROL:** A by-law to designate the lands located at 561 AND 571 Second Line West an area of site plan control (2779594 Ontario Inc. c/o David Toppan and Benjamin Cicchelli).

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

**1. DEVELOPMENT CONTROL AREA**

The lands described on Schedule "A" attached hereto are hereby designated to be an area of site plan control pursuant to section 41 of the *Planning Act*, R.S.O. 1990, c. P. 13 and amendments thereto.

**2. SITE PLAN POWERS DELEGATED**

The Council hereby delegates to the Planning Director or his/her designate for the City of Sault Ste. Marie, Council's powers to enter into a site plan agreement dealing with any of the works or matters mentioned in Section 41 of the *Planning Act* as amended, for the lands shown as Subject Property on the map attached as Schedule "A" to this by-law.

**3. SCHEDULE "A"**

Schedule "A" hereto forms a part of this by-law.

**4. PENALTY**

Any person who contravenes this by-law including the obligations pursuant to the agreement entered into under the authority of this by-law is liable upon conviction therefore to penalty provisions as contained in the *Planning Act* and the *Municipal Act, 2001*.

**5. EFFECTIVE DATE**

This by-law takes effect from the date of its final passing.

PASSED in open Council this 8<sup>th</sup> day of February, 2021

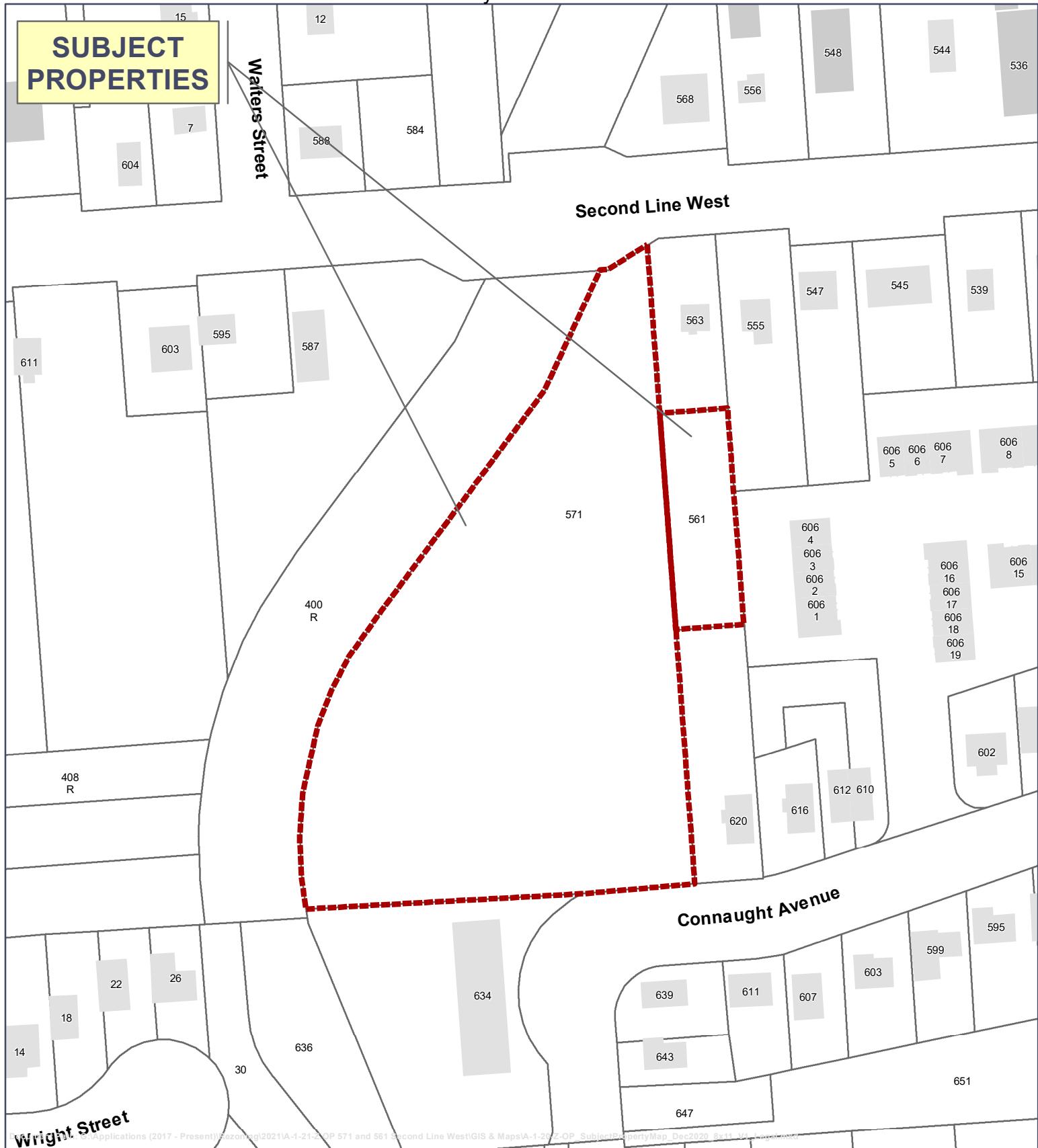
---

**MAYOR – CHRISTIAN PROVENZANO**

---

**CITY CLERK – RACHEL TYCZINSKI**

da LEGAL\STAFF\LEGAL\ZONING\2021\SECOND LINE WEST, 561, 571\2021-39 DC.DOCX



Application Map Series	
<input checked="" type="checkbox"/> Subject Property	<input type="checkbox"/> Official Plan Landuse
<input type="checkbox"/> Existing Zoning	<input type="checkbox"/> Aerial Image
<input type="checkbox"/> Official Plan Amendment	

Legal Department Reference  
Schedule "A"



Property Information
Civic Address: 561 & 571 Second Line West
Roll No.: 060010010010000 & 060010009010000
Map No.: 54/1-70
Application No.: A-1-21-Z-OP
Date Created: December 16, 2020

### Legend



Subject Properties: 561 & 571 Second Line W

Parcel Fabric



**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW NO. 2021-40**

**ZONING:** A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 134, 136, 138 John Street (Jason Naccarato).

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to section 34 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

1. **134, 136, 138 JOHN STREET; LOCATED ON THE EAST SIDE OF JOHN STREET AND BOUNDED BY ALBERT STREET WEST TO THE NORTH, AND CENTRAL PARK AVENUE TO THE SOUTH; CHANGE FROM R3 TO R3.S WITH A "SPECIAL EXCEPTION"**

The zone designation on the lands described in Section 2 of this by-law, which lands are shown on Map 16/1-27 of Schedule "A" to By-law 2005-150, is changed from R3 (Low Density Residential) zone to R3.S (Low Density Residential) zone with a "Special Exception".

**2. BY-LAW 2005-151 AMENDED**

Section 2 of By-law 2005-151 is amended by adding the following subsection 2(408) and heading as follows:

**"2(408) 134, 136, 138 John Street**

Despite the provisions of By-law 2005-150, the zone designation on the lands located on the east side of John Street and bounded by Albert Street West to the north, and Central Park Avenue to the south and having civic no. 134, 136, 138 John Street and outlined and marked "Subject Property" on the map attached as Schedule 408 hereto is changed from R3 (Low Density Residential) zone to R3.S (Low Density Residential) zone with a "Special Exception" to, in addition to those uses permitted in an R3 zone:

1. Permit office space, an assembly facility and an arts, cultural and heritage use establishment;
2. That the required setbacks from John Street be reduced to 0.5m for both the former assembly hall and church buildings and that the required setback from Albert Street West be reduced to 1.5m for the former church building."

3. **SCHEDULE "A"**

Schedule "A" hereto forms a part of this by-law.

4. **CERTIFICATE OF CONFORMITY**

It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of the passing of this by-law.

PASSED in Open Council this 8th day of February, 2021.

---

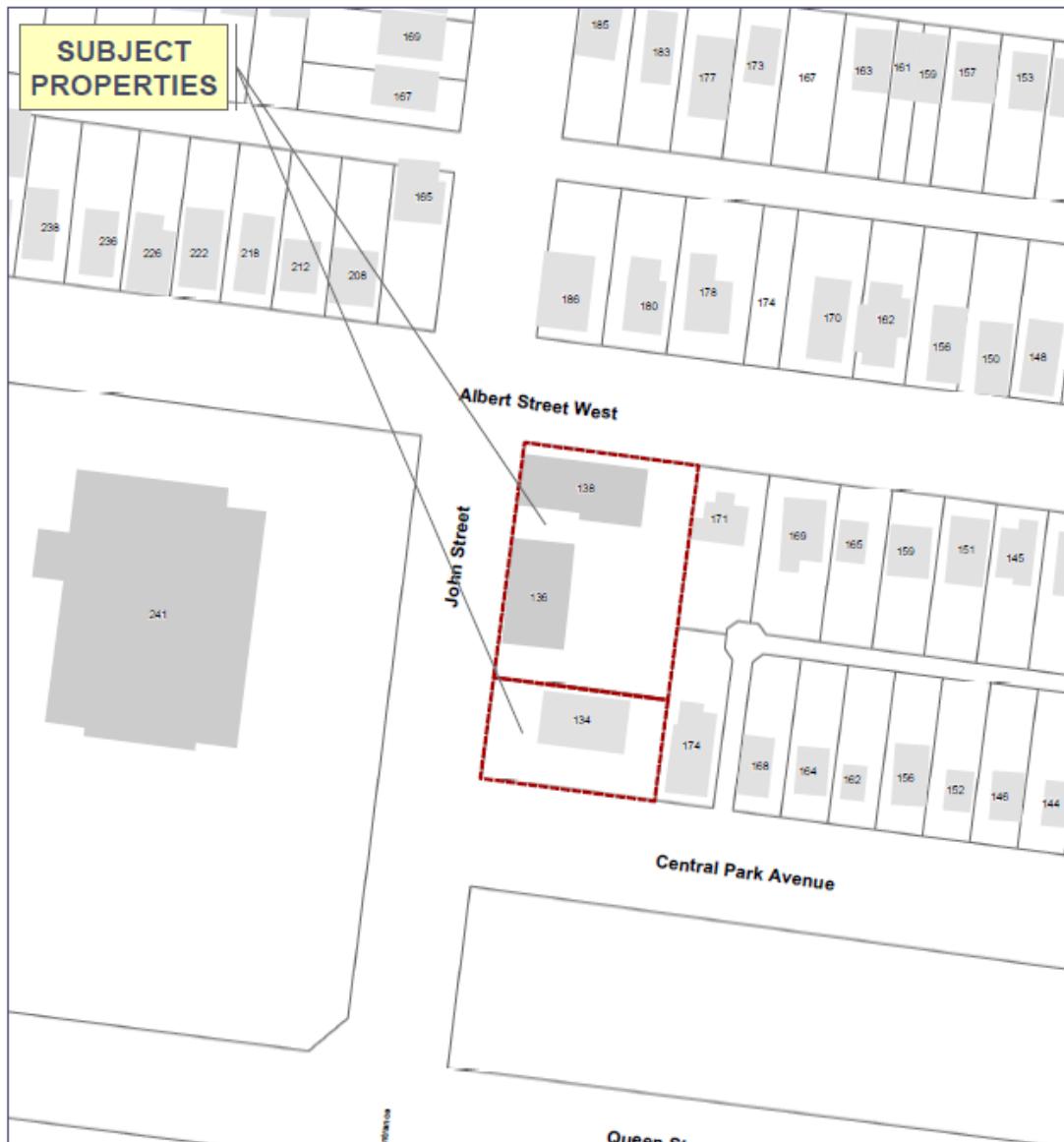
**MAYOR – CHRISTIAN PROVENZANO**

---

**CITY CLERK – RACHEL TYCZINSKI**

I:\V\citydata\LegalDept\Legal\Staff\LEGAL\ZONING\2021\John Street, 134, 136, 138\2021-40(Z) 134, 136, 138 John Street.docx

SCHEDULE "A" TO BY-LAW 2021-40 AND  
SCHEDULE 408 TO BY-LAW 2005-151



Application Map Series	Legal Department Reference	SAULT STE. MARIE
<input checked="" type="checkbox"/> Subject Property <input type="checkbox"/> Official Plan Landuse <input type="checkbox"/> Existing Zoning <input type="checkbox"/> Aerial Image <input type="checkbox"/> Official Plan Amendment	Schedule "A"	<b>Planning and Enterprise Services</b> Community Development and Enterprise Services Department 99 Front Drive, Sault Ste Marie, ON P6A 5K6 saultstemarie.ca   705-759-5368   planning@cityssm.on.ca
<b>Property Information</b> Civic Address: 134, 136 & 138 John Street Roll No.: 040022040000000 & 040022039000000 Map No.: 16/1-27 Application No.: A-2-21-Z Date Created: December 16, 2020	<b>Legend</b> Subject Properties: 134, 136 & 138 John Street Parcel Fabric	 This map is for general reference only Orthophoto: None Projection Details: NAD 1983 UTM Zone 16N GCS North American 1983 0 5 10 20 Meters 1:1,000

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW 2021-41**

**AGREEMENT:** A by-law to authorize the execution of the Amending Agreement between the City and Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs to extend the existing Rural Economic Development Program until March 30, 2022.

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

**1. EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Amending Agreement dated January 28, 2020 between the City and Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs, a copy of which is attached as Schedule "A" hereto. This Agreement is to extend the existing Rural Economic Development Program until March 30, 2022.

**2. SCHEDULE "A"**

Schedule "A" forms part of this by-law.

**3. EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

**PASSED** in open Council this 8<sup>th</sup> day of February, 2021.

---

**MAYOR - CHRISTIAN PROVENZANO**

---

**CITY CLERK – RACHEL TYCZINSKI**

This Amendment is effective as of January 28, 2020

**AMENDING AGREEMENT**

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO  
as represented by the Minister of Agriculture, Food and Rural Affairs**

(the “**Province**”)

**AND**

THE CORPORATION OF THE CITY OF SAULT STE. MARIE  
CRA # 122023120  
(the "Recipient")

**I. BACKGROUND**

Ontario and the Recipient (the “**Parties**”) entered into an agreement (the “**Agreement**”) with an Effective Date of May 19, 2020 under the *Rural Economic Development (RED) program*.

The Parties wish to amend the Agreement.

Part V of the Agreement allows the Parties to make amendments to the Agreement, provided such amendments are in writing, agreed upon and signed by the Parties.

**II. CONSIDERATION**

In consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Parties agree to amend the Agreement under this amending agreement (the “**Amendment**”) as follows:

**1. Revocation and Replacement of Expiration Date in Section B.1.2 of Schedule “B”.**

The date in Section B.1.2 of the Agreement is revoked and replaced with the following:

**B.1.2 Expiration Date.** The Expiration Date of this Agreement is March 30, 2023

**2. Revocation and Replacement of Project Completion Date in Section B.1.4 of Schedule “B”.** The date in Section B.1.4 of the Agreement is revoked and replaced with the following:

**B.1.4 Project Completion Date.** The Project Completion Date is March 30, 2022

**3. Revocation and Replacement of Incurring Eligible Costs in Section D.2.1 of Schedule "D".** Section D.2.1 of Schedule D is revoked and replaced with the following:

**D.2.1 Incurring Eligible Costs.** The Recipient will incur Eligible Costs in accordance with the following chart and no later than by the Project Completion Date

<b>TOTAL ELIGIBLE COSTS TO BE INCURRED BY QUARTER WITHIN FUNDING YEAR</b>					
<b>FUNDING YEAR</b>	<b>QUARTER 1 (APR. – JUN.)</b>	<b>QUARTER 2 (JUL. – SEP.)</b>	<b>QUARTER 3 (OCT. – DEC.)</b>	<b>QUARTER 4 (JAN. – MAR.)</b>	<b>TOTAL</b>
<b>2020-21</b>	\$0.00	\$0.00	\$0.00	\$14,000.00	\$14,000.00
<b>2021-22</b>	\$180,000.00	\$105,000.00	\$38,000.00	\$1,000.00	\$324,000.00
<b>2022-23</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL ELIGIBLE COSTS UP TO</b>					<b>\$338,000.00</b>

**4. Revocation and Replacement of Reporting Requirements in Section E.1 of Schedule "E".** The date in Section E.1.3 of the Agreement is revoked and replaced with the following:

**E.1.3 Final Report Date.** The Final Report (Schedule "E.4" of this Agreement) is to be completed and submitted to the Province on or before: July 30, 2022.

**5. Defined Terms.** Any capitalized term used but not defined herein shall have the same meaning given to it in the Agreement.

**6. Referential Incorporation of Certain Provisions of Agreement Into Amendment.** Sections 1.1, 2.1 and 2.2, as well as Articles 19, 21 to 25 and 30 of Schedule "A" of the Agreement are referentially incorporated into this Amendment with any and all necessary modifications to make them applicable to this Amendment.

### **III. THE AGREEMENT**

The Parties acknowledge that the Agreement continues as a valid and binding agreement, subject only to this amendment, and that all other terms and conditions of the Agreement continue to apply.

### **IV. COUNTERPARTS**

This Amendment may be signed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

### **V. ACKNOWLEDGEMENT**

The Recipient:

- (a) Acknowledges that it has read and understands the provisions contained in the entire Amendment; and
- (b) Agrees to be bound by the terms and conditions in the entire Amendment.

**[REST OF PAGE INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF** the Parties have respectfully signed this Amendment as of the dates indicated below:

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO**  
as represented by the Minister of Agriculture, Food and Rural Affairs

Name: Carolyn Hamilton  
Title: Director

Date: \_\_\_\_\_

I have the authority to bind the Crown pursuant to delegated authority.

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

Name: Rachel Tyczinski  
Title: Clerk, City of Sault Ste. Marie

Date: \_\_\_\_\_

Name: Honourable Christian Provenzano  
Title: Mayor, City of Sault Ste. Marie

Date: \_\_\_\_\_

We have the authority to bind the Recipient.

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2021-42**

**AGREEMENT:** A by-law to authorize the execution of the Agreement between the City and Frank Cowan Company Limited for general insurance services from February 28, 2021 to February 28, 2024.

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

**1. EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated February 8, 2021 between the City and Frank Cowan Company Limited a copy of which is attached as Schedule "A" hereto. This Agreement is for general insurance services from February 28, 2021 to February 28, 2024.

**2. SCHEDULE "A"**

Schedule "A" forms part of this by-law.

**3. EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

**PASSED** in open Council this 8th day of February, 2021.

---

**MAYOR - CHRISTIAN PROVENZANO**

---

**CITY CLERK - RACHEL TYCZINSKI**

Schedule "A"

**GENERAL INSURANCE SERVICES AGREEMENT FOR  
THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**THIS AGREEMENT** made in duplicate this 8th day of February, 2021.

**BETWEEN:**

**THE CORPORATION OF THE  
CITY OF SAULT STE. MARIE**

(herein referred to as the "Municipality")

- and -

**FRANK COWAN COMPANY LIMITED**

(herein referred to as the "Insurer")

**THIS AGREEMENT WITNESSETH THAT** in consideration of the mutual promises and obligations contained herein, the Parties agree as follows:

**1. TERM**

- (1) This agreement (the "Agreement") shall be for a term of three (3) years commencing February 28, 2021 and ending February 28, 2024 (the "Term"), provided that this Agreement is not previously cancelled or terminated by the Municipality in accordance with this Agreement, by operation of law or otherwise, and further provided that the Insurer has faithfully complied with and performed all of the covenants and conditions as set out in this Agreement on its part to be performed during the Term.
- (2) The Municipality reserves the right to extend the Agreement on a yearly basis upon mutual agreement of the Parties hereto and on completion of the Term as set out herein.

**2. DESCRIPTION OF WORK**

The Insurer shall complete all the Work which shall consist of:

- (1) Provide all that is necessary and required to perform all the work shown and described in this Agreement and the Contract Documents, attached as Schedules "A" and "B" to this Agreement.

**3. DOCUMENTS**

- (1) The following list is an exact list of the Contract Documents referred to in Section 3(1) of this Agreement:
  - (a) Request for Proposal - General Insurance Services for the Corporation of the City of Sault Ste. Marie - File #202LGL-02-P (the "RFP"); and

- (b) Proposal for General Insurance Services for The Corporation of the City of Sault Ste. Marie submitted by Frank Cowan Company Limited (the "Proposal").
- (2) In the event of a conflict or inconsistency between the Proposal and the RFP, the RFP shall prevail.

#### **4. EXECUTION OF WORK**

- (1) The Insurer shall always carry out the Work in a diligent manner.
- (2) No information about any account shall be given to any person or entity by the Insurer either during or after the Term unless prior written authorization to do so has been provided by the Municipality, and only then, in accordance with the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56. Upon expiry of this Agreement, the Insurer shall provide to the Municipality all accounts and related documentation pertaining to such accounts.

#### **5. PAYMENT FOR SERVICES**

- (1) The Insurer shall invoice the Municipality annually for the Work performed for the Municipality at the rates outlined in the Proposal for Year 1 in the Term (February 28, 2021 – February 28, 2022). For Year 2 (February 28, 2022–February 28, 2023) and Year 3 (February 28, 2023–February 28, 2024), the pricing for all insurance coverage as set out in the Proposal shall be set forth in the Renewal Documents and the Renewal process deliveries and timelines shall proceed in accordance with Section 5, page 38 of the Proposal.
- (2) In the event that the City is not satisfied with the Renewal terms proposed for Year 2 or 3 in the Term, the City may terminate this Agreement without cause or reason by giving the Insurer thirty (30) days' written notice.
- (3) Except where a dispute arises with respect to the accuracy of an invoice, the Municipality shall pay to the Insurer the invoiced amount within sixty (60) days of receipt thereof.

#### **6. TERMINATION OF AGREEMENT**

- (1) The Municipality may terminate this Agreement, without cause or reason, by giving the Insurer thirty (30) days' written notice.
- (2) The Insurer shall provide the Municipality with ninety (90) days' written notice for termination of any insurance policies set out in the Proposal and ninety (90) day's written notice in the event of any non-renewal.
- (3) Upon termination of this Agreement or termination of any insurance policies as set out in the Proposal, the Insurer and the Municipality shall forthwith pay to each other any monies owing to date, and the Insurer shall return any incomplete account materials.

## **7. LIMITATIONS OF LIABILITY**

The Municipality shall not be liable or responsible in any way for an injuries or damages whether physical or economic, direct or consequential, of any kind (including death) that may be suffered or sustained by the Insurer or any of its officers, employees, agents, contractors or any other person, howsoever caused.

## **8. INDEMNIFICATION**

The Insurer shall indemnify and save harmless the Municipality, its members of council, officers, employees, agents and contractors, from all manner of penalty, claims, losses, costs, expenses, actions or proceedings of any kind or nature whatsoever, arising from or related to anything done or omitted to be done directly by the Insurer or by its officers, employees, agents or contractors in connection with the performance of the Insurer's obligations under this Agreement or from this Agreement.

## **9. INSURANCE**

- (1) The Insurer shall protect itself from and against all claims that might arise from anything done, proposed to be done or omitted to be done by the Insurer, its officers, employees, agents or contractors in connection with this Agreement.
- (2) For the purposes of Section 9(1) of this Agreement, and without restricting the generality of that Section, the Insurer shall, at its own expense, maintain in full force and effect during the term of this Agreement, a policy of Comprehensive General Liability and errors and omission insurance, in form and substance acceptable to the Municipality and written by a responsible carrier or carries acceptable to the Municipality, including Product and Completed Operations Liability, Contractual Liability, Owners and/or Contractors Protective Liability, Continent Employers Liability and contain a Cross Liability Clause protecting the Municipality as if separately insured. The insurance shall have a limit of not less than Ten Million (\$10,000,000.00) Dollars per occurrence for any cause of action, demand or claim with respect to personal injury (including death) or property damage, including loss of use thereof, and for any cause of action, demand or claim arising out of or occurring in connection with the obligations of the Insurer under this Agreement, including, but not limited to, a cause of action, demand or claim with respect to defamation, contravention of any right guaranteed under the Canadian Chatter of Rights and Freedoms, and errors and omissions.

## **10. ASSIGNMENT**

The Insurer shall not assign this Agreement or any portion thereof, including but not limited to assigning any portion or the entirety thereof to any Broker, without the prior written consent of the Municipality. In the event that the Municipality consents to such assignment, the Insurer shall ensure that any assignee undertaking any of the Insurer's obligations hereunder shall be bound by the terms of this Agreement. The Insurer shall not be released of its obligation to the Municipality by reason of the assignment, and the Insurer shall be deemed liable for any breach of this Agreement, or any legislation or regulation, committed by the assignee.

## **11. MUNICIPALITY AND PROVIDERS' CONTACT PERSONS**

The following contact persons and addresses shall be used by all Parties for all matters in this Agreement that require the Parties to send documentation to a Party, or to contact a Party:

The Corporation of the City of Sault Ste. Marie  
Adam Shier, Risk Manager  
99 Foster Drive  
Sault Ste. Marie, Ontario P6A 5X6  
Telephone: (705) 759-5400  
Email: [a.shier@cityssm.on.ca](mailto:a.shier@cityssm.on.ca)

Frank Cowan Company Limited  
Larry Ryan - President and Principal Broker  
75 Main St N, Princeton, ON N0J 1V0  
Telephone: 1-800-265-4000 ext. 55320  
Email: [larry.ryan@frankcowan.com](mailto:larry.ryan@frankcowan.com)

## **12. AMENDMENTS**

The Municipality and the Insurer hereby acknowledge and agree that any future amendments to this Agreement must be made in writing and signed by both Parties.

## **13. ENTIRE AGREEMENT**

The Insurer acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Agreement other than as set out in this Agreement and the Contract Documents, which constitutes the entire agreement between the Parties and which may be modified only as set out in Section 13 of this Agreement.

## **14. SUCCESSORS**

The provisions of this Agreement shall be binding upon, and enure to the benefit of, the Parties and their respective successors and, where applicable, permitted assigns.

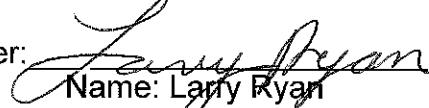
## **15. GOVERNING LAW**

The Parties hereto acknowledge and agree that this Agreement is made in the Province of Ontario and the Courts of the Province of Ontario shall have jurisdiction in reference to any matters herein.

**IN WITNESS WHEREOF** the Parties hereto have signed this Agreement this 8th day of February, 2021.

### **FRANK COWAN COMPANY LIMITED**

Per:



Name: Larry Ryan  
Position: President

I have authority to bind the Corporation.

### **THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

Per:

Mayor Christian Provenzano

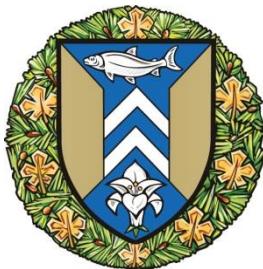
Per:

City Clerk - Rachel Tyczinski

We have authority to bind the Corporation

## Schedule "A"

*The Corporation of the  
City of Sault Ste. Marie*



*Corporate Services  
Finance Department  
Purchasing Division*

*Tim Gowans  
Manager of Purchasing*

## Request for Proposal

### General Insurance Services for the City of Sault Ste. Marie

#### **SECTION 1**

##### **INFORMATION TO PROPONENTS**

###### ***1.1 Introduction***

The City of Sault Ste. Marie is requesting proposals for Insurance Services from qualified Insurance Brokers, or other providers of Municipal Insurance, licensed in the Province of Ontario. Firm pricing is required for three (3) years commencing February 28, 2021. Longer time periods may be considered during Proposal evaluation; details must be provided in the Proposal submission.

The City reserves the right to extend the Contract on a yearly basis upon mutual agreement. The City also reserves the right to terminate the agreement at anytime at its sole discretion with 30 days written notice.

###### ***1.2 Date, Place and Methodology for Submitting Proposals***

Submissions for this Request for Proposal will be accepted in electronic format (preferred) or printed format (addressed as outlined below) until Thursday, November 26, 2020 at 4:00 p.m. local time (Eastern). **Late submissions will not be accepted and may be returned upon request at the Proponent's expense.**

***Electronic submissions*** must be sent to the following email address:

[Proposals.Purchasing@cityssm.on.ca](mailto:Proposals.Purchasing@cityssm.on.ca)

with this subject line:

**Proposal – Electronic Submission – General Insurance Services (2020LGL-02-P)**

***Request for Proposal (cont'd)***

***General Insurance Services for the City of Sault Ste. Marie***

Electronic submissions must be in pdf format (either native or compressed (zipped)) only. Links to drop boxes or other forms of cloud storage are not acceptable. Emails including the Quotation are limited to 10 MB or less. Electronic submissions must be complete in every way meeting the requirements of printed submission; save and except the provision of multiple copies. The date stamp provided by the City's email server will be the official time of receipt. Bidders should recognize that delays may develop during delivery of electronic submissions of a quotation and submit their quotation well in advance of the time and date set for closing. The City accepts no responsibility for these delays.

Proponents agree to submit a printed original version of their electronically submitted Proposal including all attachments **immediately upon request only** by mail, courier or hand delivery.

**Printed submissions for this Request for Proposal will be considered although it is preferred that an electronic version be submitted.**

**Printed submissions** must be sealed in an envelope or package properly marked as to contents ("GENERAL INSURANCE SERVICES (File # 2020LGL-02-P") and may be delivered by mail, courier, or hand delivery to:

The City of Sault Ste. Marie  
Attn: Manager of Purchasing  
99 Foster Drive – Level 2  
Sault Ste. Marie, Ontario, P6A 5X6

Proposals should be limited to thirty (30) pages, single sided excluding the Letter of Introduction. **The Letter of Introduction (required) must affirm that the Signee is authorized to bind the Proponent to the contents of the Proposal including pricing.**

For printed submissions, four (4) complete sets of the Proposal documents are to be submitted – one (1) marked as "***Original***" and three (3) sets marked as "***Copy***".

The Corporation reserves the right to reject any or all Proposals and the lowest or any Proposal will not necessarily be accepted.

**The Contact Person for this RFP is Mr. Adam Shier; Risk Manager; telephone 705-759-5768; email [a.shier@cityssm.on.ca](mailto:a.shier@cityssm.on.ca).**

It will be the Proponent's responsibility to clarify any questions before submitting a Proposal. A written addendum issued by the City of Sault Ste. Marie is the only means of changing, amending or correcting this RFP. In the process of responding to this RFP, the Proponent should not utilize any information obtained outside this protocol.

***Request for Proposal (cont'd)***  
***General Insurance Services for the City of Sault Ste. Marie***

***1.3 Errors, Omissions, Clarifications***

While the City has used considerable efforts to ensure an accurate representation of information for the Request for Proposal, the information contained in this Request for Proposal is supplied solely as a guideline for proponents. The information is not guaranteed or warranted to be accurate by the City, nor is it necessarily comprehensive or exhaustive. Nothing in this Request for Proposal is intended to relieve proponents from forming their own opinions and conclusions with respect to the matters addressed in the Request for Proposal.

During the period for Proposal preparation, any questions concerning the Terms of Reference requirements should be addressed ***by email*** to Mr. Adam Shier; Risk Manager; telephone 705-759-5768; email [a.shier@cityssm.on.ca](mailto:a.shier@cityssm.on.ca).

**Important:** All questions and requests for clarification must be submitted by 12:00 noon; local time (Eastern), Friday, November 13, 2020.

General bidding process inquiries should be directed (by email preferred) to Mr. Tim Gowans; Manager of Purchasing; telephone 705-759-5298; email [t.gowans@cityssm.on.ca](mailto:t.gowans@cityssm.on.ca).

***1.4 Withdrawal of Proposal***

Proponents will be permitted to withdraw their Proposal, unopened, after it has been deposited, if such a request is received by the City, prior to the time specified for the opening of Proposals.

***1.5 Informal Proposals***

Proposals are to conform to the terms and conditions set out herein. Proposals which are incomplete, conditional, or obscure, or which contain additions not called for, erasures, alterations, or irregularities of any kind, may be rejected as informal. All Proposals must be legibly signed in ink by an authorized officer of the Proponent's firm.

***1.6 Proposal Evaluation***

The successful Proponent will be selected based on evaluation of the proposal utilizing our rating system which considers the requirements mentioned below. An evaluation committee will be used in the selection process.

***Request for Proposal (cont'd)***  
***General Insurance Services for the City of Sault Ste. Marie***

**Requirements:**

- 1) Proponents must possess extensive experience with accounts as large and complex as the City's. Proponents must offer a wide range of services and expertise. Further details appear in Paragraph 2.3 – Proponent's Qualifications.
- 2) Proposals should include details and provide relevant references (minimum of 3) including Contact Names.
- 3) Proposal must address all requirements stated in Section 2 – Terms of Reference of the RFP.
- 4) Proposal must include a detailed schedule recognizing critical deliverables, progress meetings and timelines – demonstrating commitment to completion of the placement of all required General Insurance Policies effective February 28, 2021; 12:01 am.
- 5) Proposal must include a schedule detailing Cost of Services, Schedule of Fees and Cost of Premiums as outlined in Paragraph 2.6 of Section 2 - Terms of Reference of the RFP. HST is extra.
- 6) Proponents are required to include a Letter of Introduction with the Proposal that states that the Signee is authorized to bind the Proponent to the contents of the Proposal including pricing.

The above list of requirements and criteria represents areas which are to be specifically addressed in the proposal. The evaluation process will not necessarily be limited to these areas. Other criteria not specifically listed above may also receive consideration. The order in which the requirements and criteria are listed does not indicate the weighting of the evaluation.

**To assist in evaluation of the Proposals submitted, the City may elect to conduct interviews (only as required) with one or more Proponents at its sole discretion. Please see Paragraph 1.10 concerning incurred costs associated with attendance at such interviews.**

The City reserves the right, in its sole and absolute discretion to select a preferred Proponent with which to negotiate a final contract, terminate the proposal call or reject any and all Proposals.

The City will endeavor to complete the evaluation process within a reasonable time frame. The City reserves the right to contact Proponents to seek clarification of the proposals, as submitted, to assist in the evaluation process.

**IMPORTANT:** The decision of the City of Sault Ste. Marie with respect to this Request for Proposals is considered final. In submitting a Proposal, Proponents agree that there is no recourse to the City of Sault Ste. Marie for its decision.

***Request for Proposal (cont'd)***  
***General Insurance Services for the City of Sault Ste. Marie***

**1.7 Conditions and Requirements of Work**

The successful Proponent is required to comply with the requirements of the City's Contractor Pre-Qualification Program prior to the start of any onsite work on this Contract. These requirements include but are not limited to WSIB Coverage, Liability Insurance Coverage, Accessibility Training, and Safe Work Practices. Details regarding compliance with this requirement may be obtained by contacting Aldo Iacoe, Health & Safety Coordinator, telephone 705-759-5367 or by email to [a.iacoe@cityssm.on.ca](mailto:a.iacoe@cityssm.on.ca).

The successful proponent shall maintain during the term of the contract, comprehensive general liability insurance subject to limits of not less than \$10,000,000.00 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof.

The comprehensive general liability insurance shall include insurance of:

- premises and operations liability,
- product or completed operations liability,
- written contractual liability,
- cross liability,
- contingent employer's liability,
- personal injury liability arising out of false arrest, detention or imprisonment or malicious prosecution,
- libel, slander or defamation of character,
- invasion of privacy,
- wrongful eviction or wrongful entry, and
- liability with respect to non-owned licensed motor vehicles.

Errors and Omissions liability insurance in an amount not less than \$10,000,000.00 per occurrence shall be maintained during the term of this contract.

A Certificate of Insurance showing proof of the above insurance coverage shall be provided to the City prior to the commencement of the work. With respect to the Comprehensive General Liability policy, the City is requesting to be included as an additional insured.

**Any deviations from the above insurance requirements must be included in your proposal.**

**1.8 Proposal Left Open**

The Proponent shall keep their Proposal open for acceptance for ninety (90) days after the closing date.

***Request for Proposal (cont'd)***  
***General Insurance Services for the City of Sault Ste. Marie***

**1.9 Schedule**

- (A) Release of RFP: October 14, 2020
- (B) Last Date for Questions & Clarifications: November 13, 2020 (noon)
- (C) Submission of Proposal: November 26, 2020
- (D) Recommendation of Award: January, 2021
- (E) Notification of Award: late January, 2021
- (F) Commencement of Services: late January, 2021 (or sooner)
- (G) Placement of Coverage: February 28, 2021; 12:01 am

The City reserves the right to alter the scheduling of items "D" to "G". Proponents are asked to designate one contact person to whom any additional information deemed to be relevant to the proposal may be communicated.

**1.10 Incurred Costs**

The City will not be liable for, nor reimburse any Proponent for costs incurred in the preparation of Proposals or any other costs such as preparation for, and attendance at interviews that may be required as part of the evaluation process.

Whenever possible, at the sole determination of the City, additional information and/or clarifications will be obtained by telephone or other electronic means.

**1.11 Alterations to Documents**

No electronic reproduction or alteration of the original document will be permitted under any circumstance. The Proponent shall not change the wording of the proposal after submission; and no words or comments shall be added to the general conditions or detailed specifications unless requested by the City for the purpose of clarification.

**1.12 Confidentiality & Post-Award Comment**

No Proponent shall have the right to review or receive any information with respect to a proposal, documentation, or information submitted by any other Proponent. The content of the proposal, and all documentation, and information shall be held in confidence by the City subject only to the provision of freedom of information and privacy legislation, including without limitation, the *Municipal Freedom of Information and Protection of Privacy Act*.

Post-Award Comment by the City regarding this Request for Proposal will be limited to written notification to all Proponents of the successful Proponent's name and address only – no further debriefing will be provided. **In submitting a Proposal, Proponents acknowledge and agree to this provision.**

***Request for Proposal (cont'd)***  
***General Insurance Services for the City of Sault Ste. Marie***

***1.13 Municipal Freedom of Information & Protection of Privacy Act***

The Corporation of the City of Sault Ste. Marie is governed by the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*. All documents submitted to the City in response to this Request for Proposal become the property of the City and as such will be subject to the disclosure provisions of the *Act*. The *Act* gives persons a right of access to information held by the municipality. The right of access is subject to exemptions contained in the *Act*.

***1.14 Indemnification***

The successful Proponent shall indemnify and save harmless the City, its officers, agents and employees from any and all claims, demands, causes of action, loss, costs or damages that the City may suffer, incur or be liable for, resulting from the proponent's negligent acts or omissions in connection with the contract.

The rights to indemnity contained in this section shall survive any termination of the contract, anything in this contract to the contrary notwithstanding.

***1.15 Agreement for Services***

The City Purchase Order issued, the Proposal submitted by the successful Proponent, and the RFP as issued and amended shall constitute the Agreement for this engagement.

***1.16 Market Access***

***Important: If a Proponent is deemed to be blocking market access, the City may exclude the Proponent from consideration during this RFP process.***

***Request for Proposal (cont'd)***  
***General Insurance Services for the City of Sault Ste. Marie***

## **SECTION 2**

### **TERMS OF REFERENCE**

#### **2.1 Purpose**

The City of Sault Ste. Marie requests qualified firms interested in providing a proposal for insurance services to:

- submit an insurance proposal for the City of Sault Ste. Marie based on information provided in this RFP,
- provide advice and guidance with respect to corporate insurance requirements,
- provide specific recommendations on policies and coverage,
- provide marketing and placement of insurance policies,
- provide risk management services as required.

The successful firm will act as the City's broker that will market and place the municipal insurance program and may assist with commercial insurance and with related risk management services. Preference will be given to firms with municipal or other public agency insurance handling experiences.

#### **2.2 Background**

As the third largest municipality in Northern Ontario serving a population of 75,000, the City of Sault Ste. Marie has insurance related operations and provisions, including:

- in-house insurance and risk management services,
- external insurance adjuster services to handle approximately 200 claims per annum,
- external insurance broker services to handle recommendation of insurance services and provisions as well as risk transfer and risk finance alternatives;
- insurance provider services to protect various City assets and liability exposures,
- assets and liabilities usual to a community-minded municipality, including, but not limited to:
  - Civic Centre (City Hall),
  - Diversified and multiple Leisure & Citizen Services Centres,
  - Transit Services,
  - Police, and Fire Services,
  - Leased & owned buildings, furnishings, computer and other equipment with values in excess of \$300,000,000.

***Request for Proposal (cont'd)***  
***General Insurance Services for the City of Sault Ste. Marie***

The City's Risk Management Section pro-actively manages the insurance portfolio, claims administration, risk management issues and related activities. Insurance and Risk Management is a Section of the Legal Department and has been in place since 2016. It is dedicated to effectively and cost-efficiently providing insurance and risk management program management for the following including but not limited to:

- Fire Services,
- SSM Departments, Boards and Public Entities,
- Community Services, including Citizen and Leisure Services,
- Planning and Economic Development,
- Sault Ste. Marie Police Services Board,
- Infrastructure Service.

Examples of services provided by the City and Boards are:

- Construction and maintenance of streets and sidewalks,
- Solid waste disposal,
- Construction and maintenance of recreation facilities (e.g. arenas, community centres, pools, baseball and soccer fields, etc.),
- Recreation and Leisure programming,
- Building plans examination and inspection.

***2.3 Proponent's Qualifications***

***2.3.1 Broker Qualifications:***

Firms that meet the following criteria will be considered by the City:

- a) the brokerage firm responding must be licensed in Ontario as insurance brokers by and in good standing with RIBO,
- b) the firm must demonstrate an ability to perform insurance broker services to full professional standards in conformity with provincial requirements and the City's expectations,
- c) the firm must have the ability to understand specialized policy wordings / coverage and have knowledge and understanding of various Acts that affect the Corporation such as municipal, environmental, drainage, etc...,

***Request for Proposal (cont'd)***  
***General Insurance Services for the City of Sault Ste. Marie***

- d) the firm must have qualified lead individual with demonstrated abilities to manage the City's account and an understanding of the City's philosophy on accepting and transferring risk,
- e) the firm employs stewardship reporting including review of services performed, achievements and opportunities for improvement,
- f) the firm must have the expertise and resources available locally sufficient to deliver information, reports, certificates and other services in an expeditious manner to the satisfaction of the City.

**2.3.2 Managing General Agent (MGA):**

Brokers using the services of a Managing General Agent (MGA) must demonstrate that the MGA meets the following qualifications:

- a) the MGA must be licensed to operate in Ontario,
- b) must utilize Insurance Companies that are licensed to operate in Ontario and have demonstrated financial stability and longevity insuring municipal risks,
- c) must have claims settlement authority or an established Third Party Claims Administrator with the ability to settle losses in excess of the deductibles and offer claims advice and understand specialized policy wordings / coverage and have knowledge and understanding of various Acts that affect the Corporation such as municipal, environmental, drainage, etc....,
- d) resources must be offered to the City for access to specialists within the organization or within the resource network for such issues as claims handling, loss control and exposure mitigation,
- e) demonstrates industry sector best practices,
- f) must provide claims run, claims data specific to claims experienced by the City of Sault Ste. Marie on request or on a reporting basis as agreed to by the City.

**2.3.3 Risk Identification/Management**

Proponents are expected to be pro-active and work with the Risk Manager in the area of risk identification and management. Occasionally, representatives may be requested to participate in seminars to employees to emphasize the importance of risk management and to assist the Risk Manager, (when requested) with the implementation of risk management practices in their working environment.

***Request for Proposal (cont'd)***  
***General Insurance Services for the City of Sault Ste. Marie***

#### **2.3.4 Meetings and Subsequent Assistance**

Proponents must attend such meetings as are called to discuss their work and reports and shall provide such information as requested to keep the Risk Manager current with the progress of any claims and to resolve any concerns or questions regarding particular claims or claims handling practices.

#### **2.3.5 Persons Assigned to the Account**

The brokerage staff member or representatives assigned to the account are to be those originally proposed by the proponent. Any subsequent changes to brokerage personnel are to be reviewed and approved by the Legal Department.

#### **2.3.6 Performance Reviews and Insurance Services Audit**

Annual performance appraisals may be conducted by the City. The appraisals will examine and track a number of indices which relate to the effectiveness of insurance services provided. These indices may include:

- effectiveness of resources requested and advisements offered during the current term,
- any issues of inaccuracies whether finalized or ongoing during the current term,
- review endorsements, additions or deletions from current term,
- approach to changing risk profile and review of specific options/solutions/review any account team changes,
- effective resolution or mitigation of disputes and conflicts between other parties during the administration of the program,
- the identification of any weakness in the current program and recommendations of applicable resolve,
- reviews and advices on loss control recommendations,
- recommending, negotiation and implementation of new products and services that enhance the insurance program,
- facilitating exchange of information among carriers, adjusters, lawyers,
- manages program calendar and open issues list to include key deliverables, renewal plan, meetings and premium audits, and program milestones,
- effectiveness of provision of certificates of insurance,
- correctness of proposals, reports and other documents requested by the City,
- maintaining confidentiality,
- efficient use of information technology,
- keeping abreast of risk management and municipal insurance industry activities and trends,

***Request for Proposal (cont'd)***

***General Insurance Services for the City of Sault Ste. Marie***

- market responses are of high quality and are thoroughly reviewed and presented to the City in a clear and consistent manner,
- providing claims handling advocacy.

The firm shall provide all claim results requested by the City. There shall be no charge to provide this information.

**2.4 Scope of Work**

**2.4.1 Broker Services**

The City insurance program is diverse in complexity and needs and will require the broker to work with and adapt to a variety of conventional insurance means as well as risk alternative options available to municipalities.

The firm must have the ability to market, negotiate and liaise with the various insurance providers as would be necessary to fulfill the mandate of services.

The firm must recognize the services to be provided to the City are first and foremost. Conflicts of interest may arise due to the needs of other clients and/or companies contracted by the specifically assigned brokers or representatives, as well as the firm.

The assigned brokers or representatives and firm must guarantee that advice and guidance provided is solely in our best interests.

Property/casualty insurance broker services for the City include, but are not limited to:

- marketing and binding all insurance coverage on behalf of the City, subject to the approval by the City; and providing the City with all such documents and policies in a timely manner,
- preparing for such marketing by evaluating retention levels and coverage needs; preparing annual marketing strategy reports for the City, identifying anticipated market conditions (including but not limited to available coverage, terms, conditions and pricing); conducting pre-marketing meetings with the City to discuss insurance wordings and marketing strategies; arranging for face to face meetings between the City and the City insurers where beneficial to the interests of the City; and making recommendations to the City on the insurance program to optimize coverage and costs,
- evaluating the commitment and financial capacity of insurers,

***Request for Proposal (cont'd)***

***General Insurance Services for the City of Sault Ste. Marie***

- servicing past and existing insurance policies, and new ones placed, including reviewing policy wordings for appropriate content and accuracy; co-operating in the handling of claims covered by policies in force during the duration of the Contract,
- providing all insurance consultation services, including, but not limited to, responding to day to day requests from the City for information and advice; and having skilled, qualified and knowledgeable staff available to respond in a timely manner to telephone inquiries during business hours,
- providing certificates of insurance on an as-required basis within two business days, unless urgent, in which case they will be provided on the same day,
- provide the production and maintenance of accurate and up to date insurance summaries for each insurance policy,
- researching past and current policies, providing opinions on wordings and coverage, and assisting in contacting the appropriate carriers,
- assisting as required, in expediting claims with City insurers,
- assisting as required, in assessing the City's capacity to retain loss, optimal deductible levels, cost of insurance allocation process and loss financing to City departments,
- meeting with City representatives as requested from time to time on matters involving insurance, loss prevention and similar considerations; and generally attending meetings or making reports and recommendations on as-required basis, and supporting departmental risk management initiatives,
- assisting as and when required with risk identification, evaluation and retention exercises,
- the firm must demonstrate how it would source the best combination of price and insurance coverage,
- provides periodic reports, publications, or access to Web site information advising the City on industry activities and trends,
- within the first quarter of each year reports to the City the trending renewal premiums and market conditions for the municipal sector,
- suggest changes in retention, limits, and coverage as dictated by market conditions,
- provide limit and price benchmarking data with all markets and renewal efforts,
- provide education to the City,
- must secure broad coverage at competitive and reasonable costs with appropriate markets.

***Request for Proposal (cont'd)***  
***General Insurance Services for the City of Sault Ste. Marie***

## **2.4.2 Broker Requirements**

### **A) Annual Schedule**

The firm and the lead broker will prepare and deliver at least sixty (60) days prior to renewal:

- a general report outlining market conditions and trends, update of financial stability and ratings of insurance providers,
- renewal premiums with details and explanation for any changes in pricing, coverage, terms and conditions,
- proposed renewal strategy and any recommended changes to policies, terms and conditions,
- details regarding changes to policies, terms and conditions imposed by the insurer,
- review existing coverage in relation to new business activities, identify and evaluate potential exposures to risk, and recommend appropriate coverage or risk management activities.

### **B) Risk Identification/Management**

The proponent is expected to be pro-active in the area of risk identification and management. As well, on occasion, they may be expected to assist with seminars to employees to emphasize the importance of risk management and to assist them with the implementation of risk management practices in their working environment.

### **C) Meetings and Subsequent Assistance**

The broker must attend such meetings as are called to discuss their work and reports and shall provide such information as requested to keep staff current with the progress of insurance policy provision and to resolve any concerns or questions regarding particular coverage or risk management practices.

### **D) Computerized Information Management**

The Proponent must be able to provide to the City documents by electronic transfer. The bidder must also maintain a back-up system to ensure against loss of information, as well as provide safeguards to secure the City's information.

***Request for Proposal (cont'd)***  
***General Insurance Services for the City of Sault Ste. Marie***

**2.5 Proposal Content**

**2.5.1** The Proposal shall be prepared based on the information outlined in Section 3 - Appendix.

**2.5.2** The following shall be addressed within the Proposal as submitted and will comprise a portion of the evaluation criteria.

- a) claims handling process by the insurer and/or MGA, insurer financial rating, insurer or MGA additional services provided,
- b) broker designated personnel assigned, including lines of authority and public sector experience,
- c) relevant educational background,
- d) specialized skills training,
- e) brokerage public sector experience/references,
- f) philosophy and specifics for promulgation, negotiation and maintenance of insurance coverage and contracts,
- g) ability to provide and deliver on the specific Scope of Work in a professional and diligent manner,
- h) cost of proposed insurance coverage.

In addition, the following must be fully addressed within the Proposal as submitted and will also comprise a portion of the evaluation criteria.

**2.5.3 Experience and Services of Insurer and/or Managing General Agent (MGA)  
(This section is intended to be completed by the insurer or MGA however; the broker may elect to answer these questions on their behalf.)**

**A) Provide a brief description of your firm, including the following:**

- profile of the Insurer and/or MGA firm, including the correct name and address under which the firm carries on business,
- the number of years that your organization has provided insurance coverage to municipal clients,
- the size of the organization nationwide and/or worldwide, and a description of the types of clients written,
- the number of municipal accounts written in Canada,
- identify three accounts of similar size to that of the City of Sault Ste. Marie insured by your organization,
- describe the municipal claims process and describe the settlement authority for losses above and below the SSM deductible,
- identify markets used to underwrite the various policies quoted and their most current financial rating,

***Request for Proposal (cont'd)***

***General Insurance Services for the City of Sault Ste. Marie***

- describe services offered to the City of Sault Ste. Marie in addition to the provision of insurance coverage and claims service including:
  - Identify seminars available, to be provided in the City of Sault Ste. Marie and outside the City of Sault Ste. Marie along with any associated costs,
  - Identify any availability for a representative of the City of Sault Ste. Marie to participate in a client forum,
  - Identify risk management services provided and any costs associated with the risk management services,
  - Identify and further benefits or services provided not included above, and any costs associated with these services.

**B) Administration of Claims**

1. Provide details of how your company handles the settlement of claims and how the authority for settlement is managed for:
  - All Property and Casualty claims falling below the SSM deductible,
  - All Property and Casualty claims settling above the SSM deductible,
  - Automobile claims with settlement falling below the SSM deductible,
  - Automobile claims with expected settlement above the SSM deductible.

A description of this process describing an example from the start of the claim to completion would be appreciated.

2. Describe your procedure for Police claims involving both abuse and assault and battery allegations against officers.
3. Does your firm subcontract to a third party claims administrator? If so, are any costs or fees of this administrator charged to the municipality for this service? If so, please estimate the yearly costs of this service for SSM based on the claims information provided in schedule B. (Note: These estimated, additional costs will be added to the premium presented by the proponent in the calculation of the total cost of insurance for the purpose of this RFP.)

**C) Communication**

Provide a description of:

- the means by which you would keep abreast of the City's activities, exposures and ongoing needs,

***Request for Proposal (cont'd)***  
***General Insurance Services for the City of Sault Ste. Marie***

- the method and frequency by which information relevant to the City, i.e. market changes would be communicated.

**D) Occurrence and Claims Made Forms**

Please indicate for each of the following policies:

Coverage	Form	Retro date
Municipal E&O	Claims Made Form	Unlimited
Environmental Liability	Claims Made Form	Unlimited
Abuse/Molestation	Claims Made Form	1-June-2011
Medical/Malpractice	Occurrence Form	15-November-1993
General Liability	Occurrence Form	none

- list the above coverage and what form of policy you will be offering (Claims Made or Occurrence),
- indicate any applicable retro-dates for your Claims Made policies,
- if you provide a policy listed above that is written on an Occurrence basis and the same SSM policy is currently written on a Claims Made basis; indicate the costs to purchase a tail policy to cover the gap and indicate the duration of years that the tail policy will provide coverage.

**E) Policy Cancellation and Extension**

Provide your procedure for cancellation of the policies by the City of Sault Ste. Marie by indicating:

- If there is a policy cancellation fee, describe the application of that fee in detail (pro-rated, flat fee, short cancellation fee),
- Indicate days of notice required by the City of Sault Ste. Marie to cancel the entire insurance program,
- If different cancellation rules apply to different policies within the overall insurance program, please describe these differences.

With respect to a request by the City of Sault Ste. Marie for an extension of coverage beyond the expiry date of the policy:

- Describe the procedure and how the extension premium costs are determined. Is the extension rated based on the current policy or is it rated based on the premium expected in the new term?

***Request for Proposal (cont'd)***  
***General Insurance Services for the City of Sault Ste. Marie***

**2.5.4 Experience of Brokerage**

Provide a brief description of your firm, including the following:

- provide a copy of your RIBO operating license,
- profile of the brokerage firm, including the correct name and address under which the firm carries on business,
- the size of the firm nationwide and/or worldwide, and of the particular office directly handling this account, in terms of people and businesses,
- the business carried out by the brokerage in terms of classes of business, types of insurance marketed, and other services offered,
- affiliation with national or large size underwriters and insurers, including any specialty markets, contracted services, etc.,
- years of experience the firm has in providing the identified services to similar municipal, non-profit or corporate clients,
- other than described in question 9.1, describe the brokerage's role in the claims process,
- describe all additional services available (include any associated costs) that are provided by the brokerage that are of benefit to the City of Sault Ste. Marie,
- Provide the contact names and telephone numbers of three existing municipal or public entity clients.

**2.5.5 Experience of main individual responsible with managing this account**

Provide:

- the name and qualifications, RIBO registration number, certifications and experience of the individual who is responsible with managing this account, including any and all experience with risk management, large accounts and unique coverage,
- associations memberships, board or like memberships,
- details of your business plan for marketing and servicing the SSM account ,
- confirm your abilities to deliver the requirements as described in the RFP,
- an outline of services typically provided by the lead person and the service philosophy and time lines in managing this type of account,
- details of your ability to assist the City with claims negotiations with insurers,
- details of any special expertise or experience that you may have in providing services to the City that is not requested above, including the range of services available.

Also Provide:

- an assessment of the current conditions of the insurance marketplace,
- details of anticipated changes in the marketplace expected in both the short term (next 12 months) and the long term,
- opinion and outline of any risk financing options and alternatives open to municipalities,

***Request for Proposal (cont'd)***

***General Insurance Services for the City of Sault Ste. Marie***

- describe the means by which you would keep abreast of the City's activities, exposures and ongoing needs,
- the method and frequency by which information relevant to the City, i.e. market changes would be communicated.

Annual Marketing Strategy and Stewardship reports are required:

- Identify the dates on which they will be received each year,
- As applicable, identify any other reports that would be beneficial to the City, and their cost - if any.

**2.5.6 Expertise of other brokerage personnel**

Provide:

- a complete description and/or organizational chart showing the structure of staffing and lines of authority for the key personnel to be used in providing the services, including account executives, marketing and underwriting personnel and others who would interact with the City,
- the names and qualifications, certifications and experience of the individuals who would be assigned to the account, including any and all experience with municipal or non-profit risks,
- associations memberships, board or like memberships,
- indicate the individual(s) who will be directly in charge of the SSM account, in the absence of the main individual (described in question 2.5.5) and their qualifications, education and work experience related to municipal or non-profit accounts,
- names of any subcontractors or agents (other than employees) proposed to be used, including details of services to be contracted.

**2.5.7 Required Coverage**

(details of existing coverage are provided in Section 3 - APPENDIX)

- Liability coverage (including any excess or umbrella coverage),
- Property coverage (including all casualty coverage),
- Fleet (all vehicles),
- Accident policies.

**2.5.8 Copy of Insurance Policies**

Provide one (1) complete copy of all your policy wordings and endorsements that are referenced in your proposal requested in Section 3 – APPENDIX.

***Request for Proposal (cont'd)***  
***General Insurance Services for the City of Sault Ste. Marie***

**2.5.9 Recommendations**

Provide any cost saving initiatives, recommended changes, or additional coverage recommendations as requested in Section 3 - Appendix.

**2.5.10 Cost of Services, Schedule of Fees, & Cost of Premiums**

**The total Premium must be broken down by coverage type as outlined in Section 3 - APPENDIX.**

**Proponents shall provide a schedule of services that would be included within the annual fee. HST is extra.**

**2.5.11 Independent Adjuster**

The City reserves the right to select a qualified firm to handle claims on its behalf.

**2.6 Important Note**

The successful Proponent may not assign the whole or any part of the resulting contract without the prior written consent of the City.

***Request for Proposal (cont'd)***  
***General Insurance Services for the City of Sault Ste. Marie***

**SECTION 3**

**APPENDIX**

**Additional information required to submit a Proposal may be found at the following web links:**

<http://saultstemarie.ca/Cityweb/media/Finance/Insurance/Loss-Runs.pdf>

<https://saultstemarie.ca/Cityweb/media/Finance/Insurance/Assets.pdf>

<https://saultstemarie.ca/Cityweb/media/Finance/Insurance/Coverage-summary-info.pdf>



75 Main Street North  
Princeton, ON N0J 1V0  
1-800-265-4000  
[frankcowan.com](http://frankcowan.com)

December 3, 2020

The City of Sault Ste. Marie  
Attn: Manager of Purchasing  
99 Foster Drive – Level 2  
Sault Ste. Marie, Ontario P6A 5X6

**Re: REQUEST OF PROPOSAL (2020LGL-02-P) –  
General Insurance Services for the City of Sault Ste. Marie**

To Whom It May Concern:

Frank Cowan Company is pleased to present the the City of Sault Ste. Marie with a comprehensive insurance, risk and claims management proposal for your review.

We believe that our proposal provides the City with the best combination of products and services available. As a Managing General Agent, our focus is concentrated on municipal insurance. When you partner with Frank Cowan Company, you are partnering with a specialist whose sole purpose is to produce the best municipal insurance program in marketplace.

Frank Cowan Company's experience in the municipal insurance sector extends over nine decades. In that time, we have designed a wide range of complimentary value added services and first to market products that serve Canadian municipalities well.

We look forward to showcasing our expertise to effectively manage the insurance needs of the City of Sault Ste. Marie over this policy term.

Best regards,

A handwritten signature in black ink that reads "Larry Ryan".

Larry Ryan  
President  
Frank Cowan Company

*Signature of Authorized Person*

# 2021 Municipal Insurance Program

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Request for Proposal – General Insurance Services

Quotation for the Policy Term February 28, 2021 to February 28, 2022

Prepared by:  
Jason Gervais, CRM, C.Tech, R.I.B. (Ont.)  
Regional Manager

Submitted by: Frank Cowan Company  
Address: 75 Main Street North  
Princeton, ON N0J 1V0

phone: 1-800-265-4000  
fax: 519-458-4366  
e-mail: mail@frankcowan.com

# EXECUTIVE SUMMARY

You have a choice when it comes to where you place your municipal insurance policy. We invite you to work with Frank Cowan Company – a real partner who has the ability to make your City both safer and stronger.

If our 90+ years successfully delivering superior insurance programs, including risk and claims management services, to Canadian municipalities isn't enough to make you look twice, consider these three points:

1. You will be working with the only insurance company that partners, sometimes exclusively, with your associations, including AMO, OSUM, ROMA, FONOM, OGRA, AMCTO, FCM and more.



2. You will have the best municipal risk management resources at your fingertips, with access to over a dozen complimentary services that can be customized to your needs. Liability inspections, contract reviews and tailored education seminars are among the most popular. Don't have a full-time risk management team? This is a big differentiator – keep your overhead low and use our free, specialized services on an on-call basis when you need us.
3. 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. We can even help you manage your claims under the deductible and provide training.

If you think about insurance as a service not a commodity, you'll see there is a notable difference when comparing Frank Cowan Company to our broker competitors.

We've proactively reviewed your risk profile and have the following services to help improve your profile and mitigate your exposures.

As noted in our Comprehensive Three-Year Risk Management Plan chart, we are offering 410 hours of complimentary risk management resources. This includes Asset Valuations and Risk Inspections, Road Risk Assessment, Driver Training, Fleet Management Evaluation, MMS Compliance Review and six sessions of Educational Training. Your plan also includes all of our other services such as Policy and Procedural Reviews, Contract Reviews, Claims History Analysis and access to the Risk Management Centre of Excellence, at no cost.

Once selected as the successful proponent, we'll get started right away.

Signature of Authorized Person

**Larry Ryan, President, Frank Cowan Company**  
75 Main Street North, Princeton, Ontario N0J 1V0  
1-800-265-4000

# TABLE OF CONTENTS

## 1. PROPOSER'S QUALIFICATIONS

- A. Broker Qualifications
- B. Managing General Agent (MGA) Qualifications

## 2. SCOPE OF WORK

- A. About Frank Cowan Company
- B. Municipal Clients and References
- C. Claims Management Services
- D. Key Insurance Companies
- E. Risk Management Services
- F. Policy Cancellation and Extension

## 3. EXPERIENCE OF TEAM

- A. Account Management Team
- B. Account Management Team Biographies
- C. Transition Plan

## 4. COMPREHENSIVE INSURANCE PROGRAM

- A. Key Proposal Requirements
- B. Program Highlights
- C. Enhancements and Deviations
- D. Your Insurance Coverage
- E. Cost Analysis
- F. Program Options
- G. Coverage Features including Options

## 5. POLICY WORDINGS

Original Specimen Wordings

## 6. APPENDICES

- A. Property Schedule
- B. Auto Schedule
- C. Cyber Risk Quotation
- D. Financial Statements
- E. Risk Management Centre of Excellence Consideration Articles
- F. Sample Claims Handling Agreement

# PROPOSER'S QUALIFICATIONS

THE HALL  
OF FAME

## BROKER QUALIFICATIONS

Frank Cowan Company has chosen to respond to the City of Sault Ste Marie's Request for Proposal directly.

If we are successful, while working with the City of Sault Ste Marie, Frank Cowan Company will appoint the broker. As such, commission has already been included in our proposal.

Please note we will only be answering the sections within the Request for Proposal that relate to a Managing General Agent (MGA).

# MANAGING GENERAL AGENT (MGA) QUALIFICATIONS

## Frank Cowan Company will meet the following qualifications:

- a) The MGA must be licensed to operate in Ontario
  - Please see more information on page 13
- b) Must utilize Insurance Companies that are licensed to operate in Ontario and have demonstrated financial stability and longevity insuring municipal risks
  - Please see more information on page 13
- c) Must have claims settlement authority or an established Third Party ClaimsAdministrator with the ability to settle losses in excess of the deductibles and offer claims advice and understand specialized policy wordings / coverage and have knowledge and understanding of various Acts that affect the Corporation such as municipal, environmental, drainage, etc....
  - Please see more information on page 11
- d) Resources must be offered to the City for access to specialists within the organization or within the resource network for such issues as claims handling, loss control and exposure mitigation,
  - Please see more information on page 11
- e) Demonstrates industry sector best practices,
  - Please see more information on page 8-9
- f) Must provide claims run, claims data specific to claims experienced by the City of Sault Ste. Marie on request or on a reporting basis as agreed to by the City.
  - Please see more information on page 11

# SCOPE OF WORK

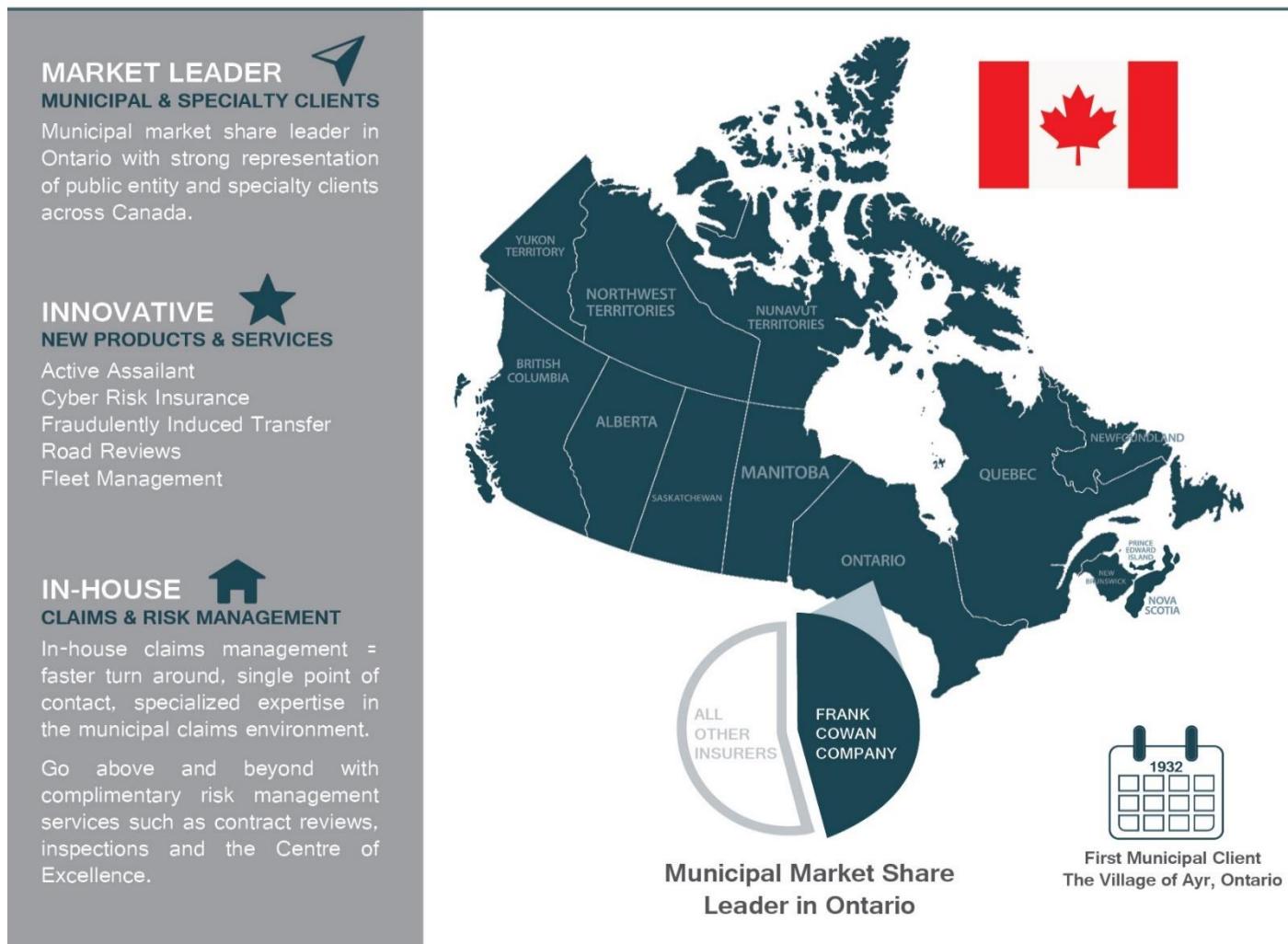
# ABOUT FRANK COWAN COMPANY

Frank Cowan Company is a Canadian leader in providing specialized insurance programs, including risk management and claims services for municipalities and public service, healthcare, education, community, children's and social service organizations across Canada. Proven industry knowledge, gained through over 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 is a wholly-owned subsidiary of Intact Financial Corporation with its head office located in Princeton, Ontario and a branch office in Cambridge, Ontario. Clients and broker partners receive support out of both locations. For additional information about Frank Cowan Company visit [www.frankcowan.com](http://www.frankcowan.com).

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.

Intact Insurance Company is integrating The Guarantee Company of North America's business and policies and, as such, The Guarantee Company of North America will be replaced as a subscriber by Intact Insurance when your policy becomes effective.

## CANADIAN OWNED COMPANY WITH 90+ YEARS OF CONTINUOUS OPERATION



## 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.



\*Please note that the information contained in this document is proprietary and confidential and is to be used for the sole purpose of determining the successful proponent. Permission must be obtained from Frank Cowan Company prior to the release of any information contained herein for any other purpose than evaluating this submission.

## MUNICIPAL CLIENTS AND REFERENCES

We are pleased to present current Frank Cowan Company clients of similar size, exposure and scope to the City of Sault Ste. Marie:

**County of Huron**

**County of Norfolk**

**County of Peterborough**

**County of Wellington**

**City of Belleville**

**City of Brantford**

**City of Niagara Falls**

**City of North Bay**

**City of Welland**

**Town of Caledon**

**Town of Halton Hills**

**United Counties of Leeds and Grenville**

### Municipal References

We have selected a few as references for you to potentially contact because they are of similar size and scope to your municipality:

Municipality	Contact	Contact Information
<b>City of Greater Sudbury</b> PO Box 5000, Station A 200 Brady St Sudbury ON P3A 5P3	Robert Walz <i>Coordinator of Insurance and Risk Management</i>	(705) 674-4455 Ext. 4254 <a href="mailto:robert.walz@greatersudbury.ca">robert.walz@greatersudbury.ca</a>
<b>City of Niagara Falls</b> 4310 Queen Street Niagara Falls ON L2E 6X5	Janet McQuay <i>Risk Manager</i>	(905) 356-7521 Ext. 4241 <a href="mailto:jmcquay@niagarafalls.ca">jmcquay@niagarafalls.ca</a>
<b>City of Woodstock</b> 500 Dundas Street Woodstock ON N4S 0A7	Amy Humphries <i>City Clerk</i>	(519) 539-2382 Ext. 2500 <a href="mailto:ahumphries@cityofwoodstock.ca">ahumphries@cityofwoodstock.ca</a>

# CLAIMS MANAGEMENT SERVICES

The Frank Cowan Company claims team works from our Princeton, Ontario head office. This team of 15 claims professionals has over 300 years of combined experience, the vast majority of which is in the municipal area. We have maintained a long-term commitment to understanding our municipal clients so that we can better service their unique claims handling requirements.

Our claim experience is unparalleled in the marketplace due to our staff's technical expertise in handling the unique complexity of claims confronted by our municipal clients. We recognize that your needs are diverse. As such, Frank Cowan Company can address your individual requirements relative to claims handling and the utilization of specific adjusters or legal representatives through a 'Claims Handling Agreement' tailored to your specific circumstances.

Best practices have been implemented at Frank Cowan Company to promote cost effective and expeditious management of claims. The consistent execution of these best practices serves to enhance our client's experience and satisfaction with Frank Cowan Company. Our Claims staff have established performance goals related to the "Best Practices" and are regularly measured based on their adherence to the "Best Practices" through our audit process.

Our Claims "Best Practices" has an established process in place to ensure that trends or risk management concerns that are identified in the analysis of claims are brought to the attention of the Risk Management Department for further review, analysis and development of action plans to minimize future exposures.

Frank Cowan Company offers enhanced value-added claims services to its clients via access to Guidewire ClaimCenter. Guidewire is a real time web-based paperless system that is available to all Frank Cowan Company clients through a secure password protected portal. Guidewire gives clients the ability to:

1. View the up-to- date status of your claim(s) that are being investigated and defended on your behalf.
2. View your claims history.
3. Identify increased efficiencies and trends in claims data.
4. Mitigate claims when coupled with Frank Cowan Company's solid risk management program.

## Claim/Incident Reporting Procedure

New claims and incidents are reportable to Frank Cowan Company via the following methods:

Email: [mail.claims@frankcowan.com](mailto:mail.claims@frankcowan.com)

Telephone: 1-800-265-4000 ext. 55333

Fax: 519-458-4366

Within four hours of receipt, claims will be promptly set up in Guidewire and forwarded to Frank Cowan Company claims management for review. Next, the claim will be assigned to a Claim Examiner with the appropriate expertise to manage the loss.

Within 24 hours, the Claim Examiner will contact the client to introduce themselves and gather any additional pertinent information needed in order to provide specific investigation instructions to the Independent Adjuster.

Within five business days of assignment, the Claim Examiner develops a focused and proactive plan that pursues all critical evidence and information required to effectuate a timely and effective resolution and provides this direction to the assigned independent adjuster to obtain.

We understand that claims of a sensitive or political nature can have serious implications to our clients. We also understand that there may be a situation where the insured is absolutely opposed to settlement of a claim and the insurer wishes to settle. We will work collaboratively with the City to help bring difficult claims to a quick resolution. We recognize that some claims may require the involvement of the Claims Director or VP, Claims to help develop an agreed upon strategy. We want the City to be actively involved in this process so we can work together as a team.

Frank Cowan Company can assist you throughout the claim process by leveraging our expertise in this niche market. Our Claims "Best Practices" dictates that the Claim Examiner shall proactively communicate throughout the life of the claim to ensure that the City is appropriately informed of the process, status and resolution strategy of the claim.

## **Use of Adjusters**

On claims that are being handled by the City within the deductible and are not reportable to Frank Cowan Company, as per the Claims Handling Agreement, we will agree to your choice of independent adjuster. For claims that are reportable to Frank Cowan Company and continue to require the services of an independent adjuster, we reserve the right to appoint a new independent adjuster if the adjuster appointed by the City cannot meet our service requirements.

## **Legal Representatives**

We will also work with you to select defence counsel from a pre-approved list to service your defence requirements. We will give consideration to firms that are not on our pre-approved list provided they can meet our due diligence requirements.

## **Claims Audits**

Frank Cowan Company offers to audit your claims handling procedures. Audits will be conducted within a mutually agreed upon time period. Results of the claims audit will be communicated along with recommended action plans (seminars, training, documentary tools, etc.) to address any areas for improvement.

## **Educational Seminars**

In addition, educational seminars of interest to the City be arranged and delivered by the VP, Claims or Claims Director.

## **Catastrophe Claims**

Catastrophes caused by weather conditions and large fires, while infrequent, do bring trying times when they occur. Our 90+ years' of experience has prepared us to deal with whatever claims you encounter – we have a plan and we're ready to help.

Frank Cowan Company does not charge any fees for any claims management services.

## **Deductible Recovery**

On claims where a first party deductible is applicable, the deductible is subtracted from payments made on each claim until the deductible limit is reached.

On claims where a third-party deductible is applicable, the insured is billed monthly for every payment issued on each claim during that month until the deductible limit is reached.

## **Below Deductible Claims Consultation:**

On claims within your deductible our staff can provide assistance with the following services:

- Best Practices review and recommendations
- Metrics review and recommendations
- Vendor Management
- Claims advice

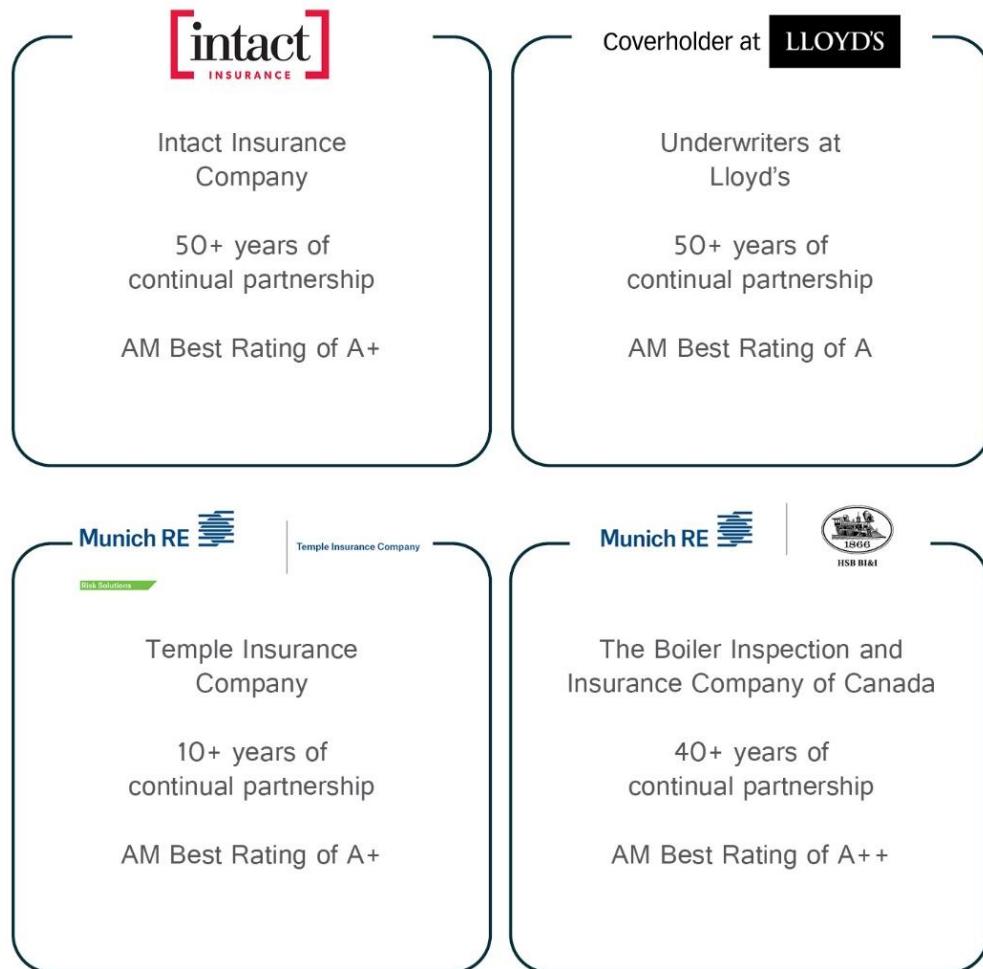


In-house claims management means you'll receive faster turn-around, a single point of contact, less frustration and expertise specific to the municipal claims environment.

# KEY INSURANCE COMPANIES

Frank Cowan Company monitors the financial strength of our insurers using the following criteria:

1. Financial strength and stability as monitored annually through AM Best. The AM Best report provides an annual statement of each insurer outlining balance sheets, assets, liabilities, profitability ratios, re-insurance activity and solvency ratings. As well, industry leaders also consider the corporate nature of these large companies and monitor annual profits, underwriting losses, investment income, major mergers and acquisitions.
2. Experience and commitment to public sector insurance.
3. Knowledgeable staff in public sector business.
4. Demonstrated participation on public sector issues, trends and legislation.
5. Demonstrated ability to assemble a comprehensive program at a competitive price.



Frank Cowan Company and all subscribers are licensed to operate in Ontario and have demonstrated financial stability and longevity insuring municipal risks.

# RISK MANAGEMENT SERVICES

## COMPREHENSIVE THREE-YEAR RISK MANAGEMENT PLAN

A solid risk management program is an important factor when considering your overall insurance program provider. You want services delivered by professionals that actively reduce the frequency and severity of loss because these factors impact your claims experience. We have reviewed the claims provided with your Request for Proposal and have noted that the City's frequency of reported claims has appeared to decrease in recent years. Oftentimes, when reported claims to the insurer are reduced, actual incidents that the city deal with directly are increased. Consequently, our complimentary risk-management services, as listed below, are even more impactful to your bottom line.

In addition to day-to-day risk advice, Frank Cowan Company is pleased to present the Corporation of the City of Sault Ste. Marie with a complimentary multi-year plan designed to have a positive effect on your overall risk performance.

Complimentary Risk Management Services	2021-2022 Policy Term	2022-2023 Policy Term	2023-2024 Policy Term
<b>Asset Valuations and Risk Inspections</b>	As outlined below		
<b>Road Risk Assessment</b>	Available upon request		Available upon request
<b>Driver Training</b>		Available upon request	
<b>Fleet Management Evaluation</b>		Available upon request	
<b>MMS Compliance</b>	Available upon request		Available upon request
<b>Policy and Procedural Reviews</b>	Available upon request throughout all Policy Terms		
<b>Contract Reviews</b>	Available throughout all Policy Terms		
<b>Claims History Analysis</b>	Available upon request throughout all Policy Terms		
<b>Risk Management Centre of Excellence</b>	Available throughout all Policy Terms		
<b>Educational Training</b>	2 sessions - topics to be chosen by the City	2 sessions - topics to be chosen by the City	2 sessions - topics to be chosen by the City

For complete descriptions of all risk management services, please refer to the following pages.

## **SCHEDULE OF RISK INSPECTIONS**

We have selected the following locations for a complete risk inspection service including property valuations. The inspection services will be provided by Rishab Madhar, Risk Inspector and Jeff Price, Manager of Loss Control. Should the City wish to amend the listed property schedule, we would be pleased to accommodate.

### **2021 – 2022 Term**

- Essar Centre, 269 Queen Street East, Sault Ste Marie
- Memorial Tower, 269 Queen Street East, Sault Ste Marie
- McMeekin Arena, 616 Goulais Avenue, Sault Ste Marie
- John Rhodes Arena, Gym and Pool, 280 Elizabeth Street, Sault Ste Marie
- Norgama Docks, 89 Foster Drive (Bondar), Sault Ste Marie
- Tent Structure and Booth, 65 Foster Dr - Roberta Bondar Park, Sault Ste Marie
- Lock Tour Building, 65 Foster Dr - Roberta Bondar Park, Sault Ste Marie
- Roberta Bondar Park Service Building & Stage, 65 Foster Dr - Roberta Bondar Park, Sault Ste Marie
- Firehall #2, 363 Second Line West, Sault Ste Marie
- Civic Centre, 99 Foster Drive, Sault Ste Marie
- Northern Community Centre & Library, 616 Goulais Avenue, Sault Ste Marie
- Main Library, 50 East Street, Sault Ste Marie
- Marina Service Building and Fuel Pumps, 65 Foster Dr - Roberta Bondar Park, Sault Ste Marie
- Museum, 690 Queen Street East, Sault Ste Marie
- Ermatinger Stone House, 831 Queen Street East, Sault Ste Marie
- Summer Kitchen and Office, 831 Queen Street East, Sault Ste Marie
- Clergue Blockhouse, 831 Queen Street East, Sault Ste Marie
- Bandshell, Canteen and Washroom, Queen and Lake Streets, Sault Ste Marie
- Bellevue Park Greenhouses and Potting Building, Queen and Lake Streets, Sault Ste Marie
- Ticket Booths (Two), 280 Elizabeth Street, Sault Ste Marie
- Storage, 280 Elizabeth Street, Sault Ste Marie
- Bleachers and Press Box, 280 Elizabeth Street, Sault Ste Marie
- Police Headquarters, 580 Second Line East, Sault Ste Marie
- Police Storage, 580 Second Line East, Sault Ste Marie
- Underground Station, 89 Foster Drive (Bondar), Sault Ste Marie
- Transit Terminal, 160 Queen Street E., Sault Ste Marie

### **2022 – 2023 Term**

- 10 Canal Street, 10 Canal Drive, Sault Ste Marie
- Mausoleum (Phases 1-18), Holy Sepulchre Cemetery, Sault Ste Marie
- V. E. Greco Pool, 269 Albert Street West, Sault Ste Marie
- Central Fire Station, 72 Tancred Street, Sault Ste Marie
- Firehall #3, 100 Bennett Blvd, Sault Ste Marie
- Fire Hall #4 / Central Ambulance Communication Centre, 65 Old Garden River Road, Sault Ste Marie
- Landfill Office / Scale, 402 Fifth Line East - RR #3, Landfill Site, Sault Ste Marie
- Landfill Equipment Storage, 402 Fifth Line East – RR #3, Landfill Site, Sault Ste Marie
- Landfill Station # 10, 402 Fifth Line East - RR #3, Landfill Site, Sault Ste Marie
- Equipment Storage, 128 Sackville Road, Sault Ste Marie
- Public Works Administration Office, 128 Sackville Road, Sault Ste Marie
- Equipment Depot, Garage and Storage, 128 Sackville Road, Sault Ste Marie
- Equipment Shelters (Two), 128 Sackville Road, Sault Ste Marie
- Equipment Storage, 128 Sackville Road, Sault Ste Marie

- Equipment Storage (K), 128 Sackville Road, Sault Ste Marie
- Fuel Pumps and Tanks (Excluding Fuel in Tanks), 128 Sackville Road, Sault Ste Marie
- Laboratory Building (H), 128 Sackville Road, Sault Ste Marie
- Concrete Pipe Plant, 128 Sackville Road, Sault Ste Marie
- Carpentry Building, 128 Sackville Road, Sault Ste Marie
- Storage (L), 128 Sackville Road, Sault Ste Marie
- Equipment Depot, 65 Old Garden River Road, Sault Ste Marie
- Underground Station, 99 Huron Street, Sault Ste Marie
- Underground Station - Glasgow Ave # 18, Wellington Street Underpass, Sault Ste Marie
- Seniors Citizens Centre (Steelton), 235-283 Wellington Street, Sault Ste Marie
- Senior Citizens Centre, 619 Bay Street, Sault Ste Marie
- Ontario Works Office, 540 Albert Street East, Sault Ste Marie
- Transit Centre, 111 Huron Street, Sault Ste Marie

#### **2023 – 2024 Term**

- Frontenac Street # 20, 665 Frontenac St, Sault Ste Marie
- Chapel, Office and Storage, Fourth Line, People's Road, Sault Ste Marie
- Cemetery Main Garage, 1504 Peoples Road, Sault Ste Marie
- Cemetery Equipment Storage, 1504 Peoples Road, Sault Ste Marie
- Cemetery Storage, 1504 Peoples Road, Sault Ste Marie
- Peter G. Manzo Pool, 710 Young St, Sault Ste Marie
- Service Building and Fuel Pumps, 48 Pine Street - Bellevue Marina, Sault Ste Marie
- Docks - Bellevue Marina, 48 Pine Street - Bellevue Marina, Sault Ste Marie
- Maycourt Centre, 13 Salisbury Street, Sault Ste Marie
- Jesse Irving Centre, 84 Ruth Street, Sault Ste Marie
- Grandstand and Changerooms, York And North Streets, Sault Ste Marie
- Household Waste Depot (F), 115 Industrial Court, Sault Ste Marie
- Water Pumphouse, S/S Deschenes Drive, Sault Ste Marie
- Pumpstation, 765 Bonney Street, Sault Ste Marie
- Underground Station, 3 Muriel Street, Sault Ste Marie
- Underground Station, 24 Lake Street, Sault Ste Marie
- Underground Station, 48 Pine Street - Bellevue Marina, Sault Ste Marie
- Underground Station, 6 Macgregor Street, Sault Ste Marie
- Underground Station, Varsity Street, Sault Ste Marie
- Underground Station, 39 Fort Creek Drive, Sault Ste Marie
- Underground Station, Tallack Blvd, Sault Ste Marie
- Underground Station, 31 Mary Street, Sault Ste Marie
- Underground Station, Industrial Parks #2, Sault Ste Marie
- Underground Station, 19 Millwood St, Sault Ste Marie
- Underground Station, Upper 1120 Lake Street, Sault Ste Marie
- Pump Station, 50 Gore Street, Sault Ste Marie

# **COMPLIMENTARY RISK MANAGEMENT SERVICES**

## **ASSET VALUATION AND RISK INSPECTIONS**

Our team of Risk Inspectors work to determine the construction details, update the use and occupancy classification, and produce a photographic inventory of municipally owned assets. From our inspections we are able to provide our clients with calculated reconstruction costs for insurance purposes. This enables us to ensure that all assets have adequate insurance to value. Our proposed reconstruction cost values are based on costs to repair, replace or reconstruct, as closely as possible, damaged property with new materials of like kind and quality and for similar occupancy.

Frank Cowan Company's loss control inspectors are either Professional Engineers, Certified Engineering Technologists or have backgrounds in loss control. They have a strong understanding of the various provincial and national model codes as well as other relevant standards.

As members of our loss control team, they have all received specialized training in Heritage/Historic buildings, green buildings, LEED criteria, BACnet, bleachers and grandstands, wind turbines, geothermal and solar power. In addition, each inspector is a Registered Playground Practitioner and can provide expertise with respect to CSA standard Z614 (Children's Playspaces and Equipment).

Our inspectors provide information regarding earthquake exposure zones and classifications with respect to fire protection status (FUS) for your locations. Due to the varied backgrounds and experience of our inspection team, they can provide a unique perspective to the different situations that can occur in your municipality. They have access to the various building and fire codes and are familiar with the accessibility requirements applicable in context of our policy wording for replacement/reconstruction to the latest legislation.

During their inspections, the inspectors will also analyze your facilities and provide risk recommendations to help reduce the incidence, frequency and severity of claim and liability issues.

Our liability inspection services also extend to trails; playgrounds; toboggan hills and any sport playing fields or parks as well as any open spaces.

As a result of our inspection, you will receive a report that will include a photographic inventory of all premises inspected; recalculated values for insurance purposes as well as any risk recommendations.

Our loss control services include at no cost the property valuation and risk inspections to identify potential risks that could result in injury, property loss or litigation, and to suggest corrective measures, which may control or reduce the possibility of these situations from occurring. The reported hazards are prioritized and timelines for compliance are provided.

This service is available at no additional cost.

## **ROADS AND 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.

In order to help municipalities minimize their exposure to non-repair of road claims, Frank Cowan Company has an experienced Roads Specialist to provide our municipal clients with road risk assessments. These assessments can include any of the following:

- Adequacy of documentation
- Compliance to the Ontario Traffic Manual
- Adequacy of current policies and procedures
- A review of select road segments with a focus on:
  - Adequacy of the road for alternative uses such as bicycle facilities and Off-Road Vehicles
  - Adequacy of pavement markings, warnings and regulatory signs
  - Identification of hazards within the roadside

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

Alternatively, the City may choose another area of concern.

A report will be presented to the City of Sault Ste. Marie and a collaborative discussion will follow complete with recommendations for improvements if warranted.

This service will be provided by Brian Anderson, Frank Cowan Company's Road Specialist.

This service is available at no additional cost.

### **Driver Training**

Frank Cowan Company has launched a new Driver Training service. We can provide your staff – from fleets to individual drivers – with comprehensive driver training. We have seminars, tools and guidelines to assist with everything from pre employment checklists and Driver Management Policies, to Defensive and Cooperative Driving Education.

This service will be provided by Paul Cote who is a Driver Trainer.

This service is available at no additional cost.

### **Fleet Management Evaluation**

In a review of the City's claims history, submitted with the RFP documents, we noted that from 2010 - 2019, the City reported 119 automobile claims. The Gross Incurred cost for these open and closed claims as of October 9, 2020 was \$1,483,856.76. The City can decrease its overall cost of risk by reducing the frequency of its automobile claims.

Frank Cowan Company can review your municipality's fleet risk management practices and discuss opportunities for risk improvement to help to support your ongoing efforts.

The fleet review service includes:

- Management structure with the fleet operations
- Areas of operation/travel
- Driver training/hiring practices
- Vehicles and equipment controls/management
- Loss management controls and analysis
- General safety practices

This service will be provided by Paul Cote.

This service is available at no additional cost.

### **Minimum Maintenance Standards (MMS) Compliance**

Ontario Regulation 239/02 Minimum Maintenance Standards for Municipal Highways (MMS) were developed under the authority of Section 44(4) of the Municipal Act a defence in non-repair of roadway and sidewalk claims. To use this statutory defence in court, a municipality must be able to show through documentation that it met the minimum standards, as defined in Regulation 239/02. Documentation and record-keeping are critical.

Our MMS Compliance review focuses on reviewing the municipality's policies/procedures/documentation and comparing these to the standards set in the MMS.

A report will be presented to the City and a collaborative discussion will follow complete with recommendations if warranted.

This MMS Compliance Review will be provided by Brian Anderson, our Road Specialist.

This service is available at no additional cost.

## **REVIEWS AND ANALYSIS**

### **Policy and Procedural Reviews**

We can help the City audit systems and processes to reduce potential losses within your organization. Our reviews focus on identifying any 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. A report is presented to you with recommendations if warranted.

This service will be provided to the City by Marina Cosentino, Risk Analyst.

This service is available at no additional cost.

### **Contract Reviews**

Frank Cowan Company has reviewed thousands of contracts on behalf of municipalities. One major purpose of a contract is to ensure that the assumed risks are identified and managed. The contract cannot make the risk disappear, but it should determine who is responsible for its management and financing. Insurance is the most widely accepted means of financing contractual risks. But, in order for insurance to be an effective financing vehicle, the risks must be identified and then supported by the correct insurance coverages to minimize your financial exposure.

We provide you with a contractual risk assessment and recommendations to help you determine the most appropriate liability transfers and the subsequent required insurance coverages. Our contract reviews have included Boundary Road Agreements; Government Funding Contracts; CN/CP Rail, 407 ETR and MTO Road Overpass Construction Agreements; Shared Services; Mutual Aid; Developers' Agreements; Solar and Wind Turbine Installations; Third Party Service Agreements for the Operation of Wastewater and Water Treatment Facilities; Marina Leases, Special Events Agreements as well as various Construction Contracts, to name a few. This service also includes a review of the insurance requirements in Tender and RFP documents and supporting Certificates of Insurance.

To further support our municipal clients, Frank Cowan Company has developed an exclusive and extensive insurance requirement contract guideline workbook. This guideline addresses a number of common contracts that municipalities enter into, for example Summer Road Construction; Winter Road, Parking Lots and Sidewalk Maintenance; Construction of New Facilities; Culvert and Overpass Construction; Underground Infrastructure Repair and Replacement; and provides the suggested insurance wordings. All your staff have to do is "cut and paste."

This complimentary service is among our most popular because a third-party contract review has the ability to make a substantial difference.

This service will be provided by Jennifer Sandison, Paralegal.

This service is available at no additional cost.

### **Claims History Analysis**

In addition to having an in-house Risk Management department, Frank Cowan Company also has an in-house Claims department. Team members from both departments are able to easily liaise with one another on an ongoing basis. If the Claims Department identifies an issue during the investigation of a claim, such as a sidewalk trip hazard that the City identified but never repaired, they will forward a risk management referral to the Risk Management Department. The Assessment and Solutions Manager will review the issue and provide the appropriate marketing representative with input to help prevent a future claim. A Risk Inspector may also be assigned to investigate the issue and recommend a solution.

This open channel of communication gives us the ability to offer our clients a claims history analysis that focuses on the predominant sources of their claims. After completing the review, we can then provide a risk management program to help eliminate many of these sources.

Our claims reviews are utilized by many of our clients and we always include a claims review while completing a policy and procedure review.

This service will be provided by Tracy Eso, Assessment and Solutions Manager.

This service is available at no additional cost.

## **Risk Management Centre of Excellence**

The Frank Cowan Company Risk Management Centre of Excellence is an online resource that provides clients with information and tools needed to manage various risk issues. The Risk Management Centre of Excellence was created to help our clients become more proactive regarding risk mitigation.

Legislative amendments and new service demands from your community can quickly change your risk profile. When this happens, you need to make smart decisions around your existing risk management strategy. Frank Cowan Company partners with local, provincial and national professional associations in addition to numerous Provincial Ministries to share knowledge and resources. Our articles are written by professionals from a cross section of disciplines with a focus on comprehensive information that you will find useful and easy to understand.

This tool is available 24 hours a day, 7 days a week to all staff and can be accessed from any electronic or mobile device. There are currently over 300 articles on the Centre of Excellence.

We have included sample Centre of Excellence articles for your review.

This service is available at no additional cost.

## **SEMINARS AND TRAINING**

### **Educational Training**

We can develop customized sessions on specific risk issues for your municipality. These customized sessions can be tied to a claims review; documentation review; policy & procedure review or any risk issue facing your municipality.

We can also provide training through webinars on any topic of your choosing. The webinars will be developed and delivered by specialists in the topic of your choosing. We will also record these webinars and make them available to you so your managers can use them at any time to train new staff or as a refresher for existing staff.

Over the past three years, we have provided 300 risk management training seminars to more than 11,000 participants. In 2020 so far, we have provided 32 training seminars/webinars to 3,200 people.

Our plan for the City of Sault Ste. Marie includes 6 seminars with the topics chosen by the City. This service will be provided by the subject matter expert.

This service is available at no additional cost.

### **Regional Training Sessions**

Every year Frank Cowan Company hosts regional sessions throughout Ontario. In previous years, we have offered sessions on Building Inspection Losses; Fleet Safety; Non-repair of Roads, Road Safety and Occupier's Liability. In 2018, we focused on risks facing Municipal Building Departments, the Operation of Automated Vehicles and the New Construction Act. In 2019, we offered sessions on Minimum Maintenance Standards and the Ontario Traffic Manual. In early 2020, we offered seminars on Arena Refrigeration Plant Compliance Awareness. Despite restrictions due to COVID-19 the Frank Cowan Company Risk Management Team offered webinars on the following topics:

- Ontario Regulation 239/02 Minimum Maintenance Standards and Winter Operations Preparedness
- Vision Zero – A Traffic Safety Initiative
- Legal, Cyber and Risk Management Resiliency in a Pandemic

This service is available at no additional cost.

### **Ontario Traffic Manual Technical Training**

Frank Cowan Company has partnered with Ontario Good Roads Association (OGRA) and the Association of Ontario Road Supervisors (AORS) to provide technical training on several books of the Ontario Traffic Manual series. These sessions will be offered at various times and locations throughout the province. These sessions are being considered by AORS to be an elective for Certified Road Supervisor – Intermediate accreditation.

This service is available at no additional cost.

## **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 will feature 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](http://municipaleducation.ca) for more information or to register.

See each course for registration fee.

## **ADVOCACY AND ASSOCIATIONS PARTNERSHIPS**

### **Our Work on Committees**

Frank Cowan Company employees are continually recruited to serve on committees. We have members on the CSA Technical Committee, the Ontario Trails Committee (OTC), the Institute of Climatic Loss Reduction (ICLR) Insurance Advisory Committee, the Ontario Building Officials Association (OBOA), the National Fire Protection Association (NFPA) and the Species at Risk Program Advisory Committee.

By serving on committees our staff are aware of changes that will be introduced and can thus move quickly to help our municipal clients begin modifying their policies and procedures to maintain regulatory compliance.

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



### **Corporate Partnership with the Federation of Canadian Municipalities**

Through our Corporate Partnership with the Federation of Canadian Municipalities, we are building strong relationships with organizations that support municipal government in their work.

### **Risk Management Partnership with the Ontario Recreational Facilities Association**

Through our partnership, we provide risk management training to all recreational staff across Ontario. We are a regular contributor to their quarterly publication, Facility Forum.

# RISK MANAGEMENT EDUCATIONAL SEMINARS FOR MUNICIPALITIES

## FUNDAMENTAL RISK MANAGEMENT

### Risk Management 101

Risk is inherent in the operating environment of every municipality. It is impossible to eliminate risk, but it is possible to manage it. The principles of risk management have been around for many years. Their implementation is crucial in today's changing world. Escalating claim costs, joint and several liability and new provincial regulations are some of the reasons why ignoring the importance of sound risk management can have serious consequences for any organization. This seminar will outline the steps or risk analysis, relevant legislation and real life examples of claim situations. It will give the participant important tools for effective risk management that they can take and use in the course of their work.

### Risk Assessments

What was supposed to be a fun treat at a party turned into a nightmare when the bouncy castle that was rented for the day went flying into the air, kids inside, and landed on a roof some distance away. The castle was not anchored properly and was picked up by high winds. In this case, negligence was responsible for an accident that caused injury to children. The incident could have been prevented had the organization undergone a risk assessment prior to renting the bouncy castle. This seminar builds on the basic foundation of risk management and looks further into risk assessments. With new activities being introduced, whether it's longboarding, parkour or adult gym equipment in parks, it is imperative that municipalities keep up with new emerging risks. Risk assessments can help an organization determine the risk involved in an activity and how to minimize exposure.

## BUILDING ON RISK MANAGEMENT 101

We encourage municipalities and their staffs to build on the core competency risk management skills learned in Risk Management 101 and develop their risk skills in their areas of interest. We take the risk management basics and apply the techniques to various municipal disciplines. The participants will learn of risks associated with the topic and various risk management strategies specific to that area. Claim examples will be given, and pictures used to enhance the learning experience. These can be taken on their own or added to a 101 session. Subject areas include, but are not limited to the following:

- Arenas
- Parks and Recreation
- Municipal Trails
- Liquor Liability
- Premises Risks



## **ROADS & SIDEWALKS**

### **Risk Management Considerations for Municipal Roads in Ontario**

The result of the Giuliani decision has had serious ramifications for municipalities in Ontario. It was one of the first times that the Minimum Maintenance Standards (MMS) had been substantially considered by the courts, and unfortunately the disappointing decision weakened a MMS based defence. The team at Frank Cowan Company has worked with various stakeholders to seek amendments to the MMS. As of February 2013, new amendments to the MMS have been approved. With many municipalities looking to review their policies and procedures or renew road maintenance agreements, we are pleased to present a new seminar designed to help answer the question of what to do post Giuliani. Working with the Ontario Good Roads Association to help navigate through the current legal environment, this seminar will look at strategies to create your road maintenance policies and other documents.

### **Risk Management Considerations for Municipal Sidewalks in Ontario**

This seminar will walk participants through section 44 of the Municipal Act and its effect on Municipal Sidewalk maintenance and repair. It will go through the winter and summer policies to have in place as well as considering defences and judgment trends. The Minimum Maintenance Standards will be highlighted and practical risk management tips will be reviewed.

## **RISK ISSUES FOR EVERY ORGANIZATION**

### **Abuse**

While not a new topic, the issue of abuse is the number one concern among organizations that work with vulnerable populations. It is important for these entities to reduce their risk of abuse and understand their insurance coverages.

### **Volunteers**

Volunteers are an essential resource to municipalities but also a source of risk. This seminar will discuss methods of mitigating that risk and how they can be implemented through various municipal departments. Participants will be walked through the process of creating volunteer plans, policies and procedures.

### **Social Media**

With the rise in the use of social media for business and personal pursuits comes the rise in risks associated with it. This seminar will address the emerging issues surrounding social media and your municipality and how to mitigate exposure. Recent case law in the area will be discussed.

### **Privacy Breaches & Cyber Risk**

Cyber breaches are becoming common place and news stories continue to feature incidents of private information being stolen or lost. It is imperative that municipalities learn to assess their cyber exposure and protect the information they hold.

## **BEYOND THE BASICS: CONTRACTS & WAIVERS**

### **Contracts**

Contracts tend to be an area people like to avoid – the language can be confusing and the clauses difficult to understand. The insurance requirements of some contracts reflect a lack of understanding of the nature and scope of insurance. In many cases the clauses do not make sense and can be contrary to your interests. This seminar addresses these concerns and demystifies the language of contracts, focusing on the insurance sections. In particular, we address:

- Indemnification/ hold harmless clauses
- Insurance covenants that should be included in all contracts
- Structuring insurance requirements

## **Certificates of Insurance**

Often contracts will require a certificate of insurance, but many people do not understand the significance of this document. This seminar will provide participants with an understanding of the importance of certificates of insurance and why this information is necessary. The session will answer important questions such as:

- How long should I keep a certificate of insurance?
- What should I look for in a certificate of insurance?
- When do I need to involve legal counsel?

Attendees will also receive a checklist that can be used as a tool to assess certificates of insurance to ensure they are issued as requested.

## **Waivers of Liability**

This topical seminar will look at case law illustrating the continuing battle of contractual waivers, especially waivers used in sporting and recreational activities. Organizations draft waivers and plaintiffs seek to negate them. When an entity tries to limit or extinguish its liability to potential claimants, a court will undertake an analysis in order to decide whether or not the release is enforceable. The seminar will give valuable tips to consider when drafting and administering a waiver.

## **CLAIMS & LITIGATION**

### **Documentation**

Documentation is a key element of good risk management. In the world of litigation, it is not what you did; it is what you can prove that you did. Cases are document intensive as the main body of evidence in any proceeding is based on the documents and records kept. Documentation is used as evidence to prove that the standard of care was met, or that contracts existed. This seminar will go through important considerations such as:

- The importance of documents and how they used in a claim
- Creating your documents
- Staff training and audits

### **Incident Reporting**

Incident reporting can be a topic on its own or combined with documentation. Incident reporting is an important part of risk management and claims handling. It helps ensure prompt reporting and investigation of incidents. This seminar will highlight some key aspects of Incident reporting, including:

- Standardized report forms
- Accident reporting procedures
- The “Do’s & Don’ts” of incident report filing

### **Developing a Claims Protocol**

Claims are an unfortunate reality for municipalities. This seminar will focus on claims reporting guidelines. It will go through the different policy types (claims made vs occurrence-based policies), counselor involvement, as well as some the most frequently asked questions about the claims process. The session will also address the issues of damage escalation and joint and several liability. It will conclude talking about ways to mitigate the risk and cost of claims and the litigation process.

# POLICY CANCELLATION AND EXTENSION

## Policy Cancellation

Provide your procedure for cancellation of the policies by the City of Sault Ste. Marie by indicating:

- If there is a policy cancellation fee, describe the application of that fee in detail (pro-rated, flat fee, short cancellation fee).
  - **Full details can be found in our Policy Wordings Section of the RFP Response.**
- Indicate days of notice required by the City of Sault Ste. Marie to cancel the entire insurance program.
  - **A 90-Day Cancellation Endorsement has been applied to the quote. Please see Policy Wordings for more details.**
- If different cancellation rules apply to different policies within the overall insurance program, please describe these differences.
  - **Depending on specific circumstances, we have had on occasion offered cancellation on a pro-rata basis, and would entertain negotiation on this, depending on circumstances.**

## Policy Extension

With respect to a request by the City of Sault Ste. Marie for an extension of coverage beyond the expiry date of the policy:

- Describe the procedure and how the extension premium costs are determined. Is the extension rated based on the current policy or is it rated based on the premium expected in the new term?
  - **Coverage Extension would be considered on a case-by-case basis, and the reason for the request for extension would be considered in making the decision, as to whether expiring terms or renewal terms are utilized.**

# EXPERIENCE OF TEAM

# ACCOUNT MANAGEMENT TEAM

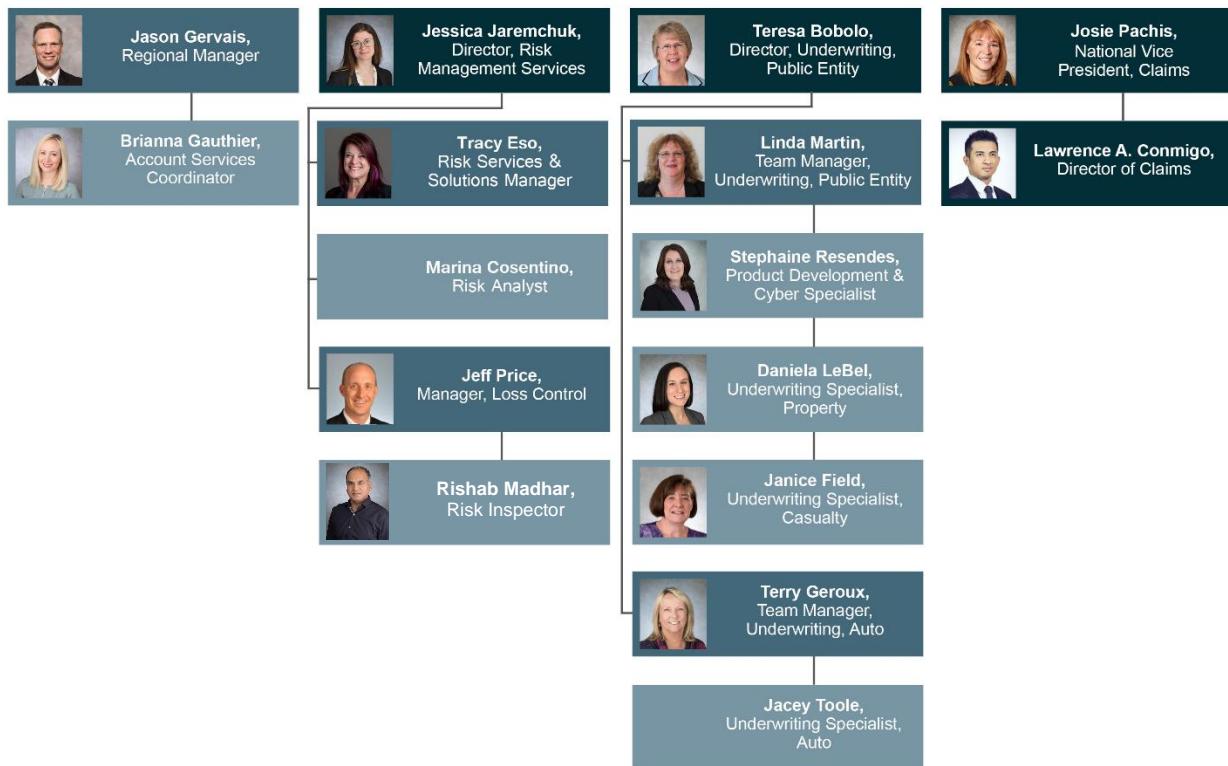
## OUTSTANDING SERVICE

Frank Cowan Company employees know municipal insurance. Our knowledge and expertise is a core strength of our company. We have assembled a team of professionals to provide the City of Sault Ste. Marie with knowledgeable guidance, excellent customer service and technical assistance. Your Account Management Team will be coordinated through Jason Gervais.

Jason works out of his home office in North Bay, Ontario. Jason, and other members of your Account Management Team, are available to assist you with all aspects of your insurance program. This includes attending meetings and providing you with information to develop an understanding of issues relating to your insurance and risk management needs.

Here is an overview of your Account Management Team.

## FRANK COWAN COMPANY



Frank Cowan Company is pleased to communicate in the manner that best suits your needs. We are available via email, phone, conference call or face-to-face. We also have webinar capabilities and use that technology to share information with clients to help them keep current on issues that affect their insurance or risk management.



## Jason Gervais, R.I.B.(Ont.), CRM, Regional Manager C.Tech

---

Jason Gervais, will be the lead individual from Frank Cowan Company who will be responsible for managing the City of Sault Ste Marie's insurance, claims management, risk management and underwriting requirements.

Jason has 21 years of insurance experience. His insurance career began in risk management at Frank Cowan Company where he spent his first 7 years with the Company. His role as a Risk Management Inspector included providing clients with a vast array of complimentary value-added services including physical inspections of insured locations, identifying and analyzing risk exposures, recommending corrective actions and assisting in the development and implementation of various loss control initiatives.

Jason has spent the last 14 years as an Account Manager and now Regional Manager for Frank Cowan Company delivering insurance programs and services to small and large Public Entity accounts. Examples of the types of accounts include: Municipalities, District Social Services Administration Boards, Non-Profit Housing Providers, Children's Aid Societies, First Nation Communities and Health Related Entities.

Jason's permanent residence and home office is in North Bay. As such he is very familiar with Northern Ontario. Jason provides all related insurance services to Frank Cowan Company clientele from the geographic area of the District of Muskoka to the Districts of Kenora and Rainy River.

These services include:

- Attending regular and renewal meetings in council, committee and/or with administration to discuss market conditions, factors influencing market conditions and rates, risk management updates, claims updates and to ensure there is a full understand of the issues related to insurance and risk management requirements.
- Working with clients to ensure all exposures are identified and proper insurance is in place.
- Clarifying coverage questions.
- Working with Frank Cowan Company's Executive Team to determine appropriate renewal terms.
- Co-ordinating all risk management requirements and services (including all inspections, seminars and risk management services).
- Co-ordinating all claims management services.
- Co-ordinating all underwriting requirements.
- Keeping clients updated on market trends and industry changes.
- Keeping clients updated on new and enhanced coverages.

Many of the accounts Jason manages have unique services and present high-risk exposures. As part of the Frank Cowan Company Account Management Team, Jason's experience is extremely diversified, and he has a vast knowledge of the specialized coverage provided to each type of risk from small to large urban Municipal accounts across the province and country. As a Regional Manager, one of Jason's key roles is to ensure that the insurance requirements for every client are met and properly managed with accuracy and precision.

**[jason.gervais@frankcowan.com](mailto:jason.gervais@frankcowan.com)**

**p. 705-475-9899**

**c. 705-498-7327**



## **Brianna Gauthier, R.I.B.(Ont.)**

**Account Services Coordinator**

---

Brianna Gauthier is an Accounts Service Coordinator with expertise in Municipal and Public Entity Insurance. Brianna has over five years of experience in the insurance industry, beginning her career as an Insurance Sales Representative for home, auto and commercial lines. Brianna started with Frank Cowan Company in 2018.

As part of the Marketing Department, Brianna acts as a key office contact on select accounts. Brianna's experience enables her to provide exceptional service to all of Frank Cowan Company's clients. Brianna is licenced as a Registered Insurance Broker in Ontario (RIBO).

**[brianna.gauthier@frankcowan.com](mailto:brianna.gauthier@frankcowan.com)**

**p. 1-800-265-4000 ext. 55223**



## Jessica Jaremchuk, B.A., LL.B

### Director, Risk Management Services

Jessica Jaremchuk is the Director, Risk Management Services with expertise in Public Entity risk management, risk consultations, contract and legal reviews. Jessica has been with Frank Cowan Company since 2011, holding previous roles that included Regional Account Manager, Marketing and Manager, Risk Management Consulting Services.

Jessica has delivered many educational seminars on various risk issues in both Ontario and the Atlantic Provinces and has been a keynote speaker at various association conferences. She has been involved in the development and implementation of the Company's Risk Management Centre of Excellence.

Jessica has a B.A. from the University of Western Ontario and is also a graduate of the University of Western Ontario's Faculty of Law. Jessica sits on the Family and Children Services of Waterloo Region's Foundation Board of Directors.

**jessica.jaremchuk@frankcowan.com**  
**p. 1-800-265-4000 ext. 55323**  
**c. 226-750-3801**



## Tracy Eso, BFA, CIP, CRM, ACI

### Risk Assessment & Solutions Manager

Tracy Eso is a Risk Assessment and Solutions Manager in the Risk Management Department with expertise in insurance claims, risk management, and captive insurance. She has been in the insurance industry for over 20 years.

Tracy has created risk management and claims solutions for a myriad of clients and continues to champion the belief that the best risk management practices can be determined by closely examining past claims experiences. Tracy is passionate about delivering unique customer service solutions within the risk management and risk transfer space.

Tracy has a bachelor's degree in Fine Arts. She obtained her Chartered Insurance Professional (CIP) designation in 2011, followed by a CRM – risk management certificate and most recently has achieved her Associateship in Captive Insurance (ACI) from the ICCIE.

Tracy is an instructor for the Insurance Institute of Canada teaching future insurance professionals in the industry. She has spoken at several conferences on topics ranging from Insurance Fraud to Liability Claims.

Key accountabilities at Frank Cowan Company include:

- Assessing the risk management requirement of our clients
- Developing and executing risk management plans for future and current clients
- Preparing and presenting educational seminars on a variety of risk issues

**tracy.eso@frankcowan.com**  
**p. 1-800-265-4000 ext. 55281**  
**c. 519-496-3147**



## Jeff Price, P.Eng. Manager, Loss Control

Jeff Price joined Frank Cowan Company's Risk Management Department in January 2019, as Manager, Loss Control.

A McMaster University (Civil Engineering) graduate, Jeff has over 25 years' experience as a Consulting Engineer with expertise in building sciences, structural engineering and litigation assessment.

Jeff has extensive experience leading teams, completing investigations, feasibility assessments, conceptual designs and condition audits of new and existing building structures. He has also been involved in numerous legal cases where detailed investigative and costing analysis was required to support litigation.

Jeff will lead and direct all risk control functions at Frank Cowan Company. He will also manage key strategic projects that help clients understand and improve their risk profile.

**jeff.price@frankcowan.com**  
**p. 1-800-265-4000 ext 55274**  
**c. 289-237-1295**

## Marina Cosentino, CIP Risk Analyst

Marina Cosentino is a Risk Analyst in the Risk Management department at Frank Cowan Company. Marina's key responsibilities include researching and analyzing emerging risks, preparing articles for our Centre of Excellence, reviewing policies and procedures, responding to client inquiries and helping prepare multi-year strategic risk management plans for client proposals.

Marina started with Frank Cowan Company in 2017, holding previous roles in an underwriting capacity specializing in casualty, property and automobile insurance.

Marina graduated from Mohawk College with a Business of Insurance Diploma and has obtained her Chartered Insurance Professional (CIP) designation from the Insurance Institute of Canada.

**marina.cosentino@frankcowan.com**  
**p. 1-800-265-4000 ext. 55233**



## Rishab Madhar, P.Eng, PMP, CRM Risk Inspector

Rishab Madhar is a Risk Inspector with expertise in Fire Protection, Electrical Distribution Systems, Canadian Electrical/Building/Fire Codes, ULC Standards, Construction Management, Project Management and Risk Management.

Rishab's key responsibilities within the Risk Management Department include organising and conducting risk inspections, valuations, creating recommendations based on areas of improvement regarding property and liability concerns for our clients.

Rishab got his formal education in AutoCAD, Project Management, Fire Alarm Systems, LEED, Canadian Electrical Codes, Risk Management, Business Analysis and Cyber Security from various community colleges/universities – Mohawk College, Sheridan College, George Brown College, NAIT, University of Alberta, University of Toronto and York University.

Rishab has an engineering degree in electrical discipline and holds his P.Eng. designation with PEO. He also obtained his Project Management Professional (PMP) designation from the Project Management Institute as well as his Canadian Risk Management (CRM) designation from the Global Risk Management Institute.

**rishab.madhar@frankcowan.com**  
**p. 1-800-265-4000**  
**c. 289-404-0132**



## **Teresa Bobolo, FCIP, CRM**

### **Director Underwriting, Public Entity**

---

Teresa Bobolo is the Director of Underwriting, Public Entity with expertise in Municipal and Public Entity. Teresa started with Frank Cowan Company in 2002 and has over 25 years' of experience in the insurance industry.

Teresa is focused on ensuring quality service and account analysis within the Underwriting team.

Teresa has her FCIP and CRM designations from The Insurance Institute of Canada.

**[teresa.bobolo@frankcowan.com](mailto:teresa.bobolo@frankcowan.com)**  
**p. 1-800-265-4000 ext 55265**  
**c. 226-387-2384**



## **Linda Martin, CIP, CRM**

### **Manager, Underwriting, Public Entity**

---

Linda Martin is a Manager, Public Entity Underwriting responsible for leading a team of property and casualty underwriters and support staff in responding to technical underwriting issues and providing superior customer service. Linda has over 30 years' experience in the insurance industry, joining the Frank Cowan Company in 1987. Linda began her career in the Support Services Unit and has risen through progressively responsible positions in the Marketing and Underwriting Departments.

Linda holds the Chartered Insurance Professional designation from the Insurance Institute of Canada, her Canadian Risk Management diploma as well as her Registered Insurance Brokers of Ontario designation.

**[linda.martin@frankcowan.com](mailto:linda.martin@frankcowan.com)**  
**p. 1-800-265-4000 ext. 55413**  
**c. 226-934-8294**



## **Stephanie Resendes, ACIP, CRM**

### **Product Development & Cyber Specialist**

---

Stephanie Resendes, Product Development & Cyber Specialist, joined Frank Cowan Company in 2010. Stephanie has over 15 years' experience in the insurance industry, having held the positions of Technical Services Associate, Commercial Account Manager, as well as various roles in an underwriting capacity including Senior Casualty Underwriter.

As one of Frank Cowan Company's Cyber Specialist, Stephanie's expertise and primary focus is on the emerging trend of Cyber Liability Insurance.

Stephanie holds a ACIP designation from The Insurance Institute of Canada and the CRM designation from Global Risk Management Institute, Inc. and is licenced as a Registered Insurance Broker in Ontario (RIBO).

**[stephanie.resendes@frankcowan.com](mailto:stephanie.resendes@frankcowan.com)**  
**p. 1-800-265-4000 ext 5576**



## **Daniela LeBel, FCIP, CRM**

### **Underwriting Specialist, Property**

---

Daniela LeBel started with Frank Cowan Company in 2012 as a Public Entity Underwriter and has been a Property Underwriting Specialist since 2017. Daniela started her insurance career in 2003 and prior to joining Frank Cowan Company, Daniela held the positions of Commercial Business Analyst, Commercial Underwriter, and Commercial Customer Service Representative.

Daniela holds the FCIP designation from The Insurance Institute of Canada and the CRM designation from Global Risk Management Institute, Inc.

**[daniela.lebel@frankcowan.com](mailto:daniela.lebel@frankcowan.com)**  
**p. 1-800-265-4000 ext 55369**



## **Janice Field, CIP, CRM Underwriting Specialist, Casualty**

---

Janice Field is a Casualty Underwriting Specialist, with expertise in Municipal and Public Entity risks. Janice started with Frank Cowan Company in 1979, working with Municipal and Public Entity since 1995 and has over 35 years of experience in the insurance industry.

Janice's work focuses on the analysis and underwriting of Public Entity risks in Ontario and Western Canada, along with the supervision of a team of specialized property and casualty underwriters. Some key projects which Janice has been involved in are the development and management of the Frank Cowan Company Social Housing Insurance program, consultation and guidance on insurance issues affecting Ontario Children's Aid Societies, and the expansion of municipal business in Western Canada.

Janice holds her CIP and CRM designations and is a licensed insurance broker in Ontario, British Columbia, Alberta and Saskatchewan.

Janice is a member of the Insurance Institute, Southwestern Ontario Chapter and the Insurance Brokers Association of Ontario.

**[janice.field@frankcowan.com](mailto:janice.field@frankcowan.com)  
p. 1-800-265-4000 ext. 55234**



## **Terry Geroux, CIP Underwriting Specialist, Auto**

---

Terry Geroux joined Frank Cowan as an Auto Underwriting Specialist in 2018, providing guidance and direction on auto related insurance matters. Terry has an extensive background in auto underwriting with over 35 years of experience working for insurers, industry organizations and insurance brokerages.

Terry has her CIP designation and is a member of the Insurance Institute of Canada.

**[terry.geroux@frankcowan.com](mailto:terry.geroux@frankcowan.com)  
p. 1-800-265-4000 ext 5531**



## Josie Pachis

### National Vice President, Claims

Josie Pachis is the National Vice President, Claims with over 30 years of industry experience, including roles of increasing accountability in Claims. Josie's responsibilities include management and leadership of the Claims Team with an emphasis on operations, administration, third party administration, operations, compliance and vendor management.

Josie joins Frank Cowan Company with a strong background in both liability and auto claims, having led teams responsible for handling both commercial and personal claims. In addition, Josie has an extensive litigation background, including accountability for developing and implementing a Staff Legal Department in Canada, and over five years leading a Canadian Staff Legal Department. She has experience with the use and implementation of Guidewire, Frank Cowan Company's current system for claims management. Josie has also held the role of Global Claims Liaison and Canadian operation Crisis Management Lead. As a past member of the IBC Claims Committee, Josie brings strong industry connections to her role.

**josie.pachis@frankcowan.com**  
**p. 1-800-265-4000 ext 11292**  
**c. 416-574-4473**



## Lawrence Connigo, B.A. (Hons), J.D., LL.M

### Director of Claims

Lawrence joins Frank Cowan Company as a leader in the legal profession with diverse litigation and insurance experience. After articling at a prominent law firm, Lawrence continued his litigation practice as part of an insurance defence firm, and then joining an international insurance company's in-house litigation team. He has advocated before the Superior Court of Justice, Financial Services Commission of Ontario, License Appeal Tribunal, Workplace Safety and Insurance Board/Appeals Tribunal, and various administrative tribunals.

With increasing responsibilities in Claims and Specialty Commercial lines, Lawrence joined and assisted in the amelioration of a multi-national insurance company's Claims Department, managing coverage issues, litigation matters, and other liability claims as well as third-party administration, operations and vendor management.

Lawrence has a B.A. Hons. in Political Science from York University, a Juris Doctor (JD) degree from University of Windsor and Master of Laws (LLM) in Civil Litigation and Dispute Resolution from Osgoode Hall Law School.

Lawrence is an active member of the Law Society of Ontario, Executive of the Ontario Bar Association (OBA), Chair of its Insurance Law Executive and Vice-Chair of the Canadian Corporate Counsel Association (CCCA). He has been extensively involved in chairing Continuing Professional Development (CPD) programs for OBA members and insurance professionals. Lawrence was selected as an outstanding professional in North America and the Caribbean for the Diversity Leadership & Mentoring Program by the Professional Liability Underwriting Society (PLUS).

**lawrence.connigo@frankcowan.com**  
**p. 1-800-265-4000 ext 55440**  
**c. 437-361-4531**

# EXPERIENCE OF MAIN INDIVIDUAL RESPONSIBLE WITH MANAGING THIS ACCOUNT

- 1. The name and qualifications, RIBO registration number, certifications and experience of the individual who is responsible with managing this account, including any and all experience with risk management, large accounts and unique coverage.**

Jason Gervais will be the main individual responsible for managing the City's account. His RIBO registration number is R23117. Please see biography for more details.

- 2. Associations memberships, board or like memberships.**

Jason and Frank Cowan Company play an important role in working with and supporting many Municipal Associations. We are a valued and, in many cases, long term sponsor and partner in delivering expertise in risk management and insurance services and are members of FONOM, NOMA, OGRA, ROMA, FCM, OSUM, OMAA, AMCTO, MFOA to name a few.

- 3. Details of your business plan for marketing and servicing the Sault Ste. Marie account.**

Frank Cowan Company has been serving this unique marketplace segment with great success for over nine decades and has an advantage in that we are a Managing General Agent (MGA) that underwrites on behalf of select insurers. We provide a wide range of value-added services at no cost to clients in addition to providing comprehensive insurance programs. Frank Cowan Company represents a select group of financially strong Insurers that have made a long-term commitment to public sector risk. These long-term partnerships deliver stability and reliability throughout fluctuating and challenging market conditions.

Your entire Account Management Team at Frank Cowan Company will work on behalf of the City of Sault Ste. Marie to achieve the best possible risk alternative options, rate structure and coverage with our subscribing companies. This will ensure a robust and comprehensive insurance program with highest level of customer service.

If Frank Cowan Company is the successful proponent, we will establish a mutually agreed upon transition plan. The plan will include bi-monthly meetings involving key personnel at the City of Sault Ste. Marie and Frank Cowan Company, led by Jason Gervais, to ensure policy documents, automobile slips and certificates of insurance are delivered in a timely manner.

This will then be followed by monthly meetings, or as deemed necessary, by the City to continue to monitor and work on the City's insurance requirements.

Regular communication will also occur through email and telephone on a day-to-day basis as required to respond to questions and provide advice as necessary. Jason will review and connect all Frank Cowan Company's complimentary value-added services with the appropriate personnel at the City.

In-person or virtual Risk Management and Claims Management meetings will be set up at a minimum of once per year to discuss the risk and claims management requirements of the City of Sault Ste. Marie. An initial meeting will take place within the first quarter to discuss these requirements.

- 4. Confirm your abilities to deliver the requirements as described in the RFP.**

Jason's in-depth experience and industry specific knowledge allows him to effectively manage accounts and will provide a high level of service in delivering all of City of Sault Ste. Marie's requirements.

As a home-based employee located in North Bay, Jason has easy access to the City and will be available for all in person meetings, upon request.

Jason is also in constant communication with head office and his Account Coordinator, Brianna Gauthier, who will be responsible for administering a professional and detailed level of service for the City.

**5. An outline of services typically provided by the lead person and the service philosophy and timelines in managing this type of account.**

Jason and your entire Account Management Team will work on behalf of the City of Sault Ste. Marie to achieve the best possible risk alternative options, rate structure and coverage with our subscribing companies to ensure a robust and comprehensive insurance program with the highest level of customer service.

Renewals and insurance documents will be prepared and reviewed for accuracy prior to the City receiving them.

The City can expect the following standards:

- Pre-renewal meeting - 90 days in advance.
- Presentation of renewal terms - 45 days in advance. The presentation will include:
  - A report outlining market conditions and trends.
  - Continual review of financial ratings of insurers.
  - Explanation of renewal premiums and any changes to insurance coverage.
  - Alternative coverage options.
- Delivering of policy documents including premium breakdowns - 30 days.
- Deliver of automobile liability slips - 30 days prior to renewal.
- Issuing certificates of insurance - within 48 hours (during the transition period more time may be required in order to fully review contracts/agreements for the entire content as well as the insurance requirements – Frank Cowan Company will provide recommendations as necessary, which best suit the insurance requirements and exposure to the City).
- Issuing endorsements - Frank Cowan Company will make every effort to work with the City in a timely and efficient manner. We strive to issue endorsements within 15 days. Should you require a faster turnaround, we would be happy to make every effort to accommodate your request.
- Assistance with contract reviews - 48 hours.

Municipal market conditions and premium trends will be reported to the City within the first quarter of each year.

Jason will assist the City of Sault Ste. Marie with completing any underwriting renewal applications or questionnaires.

Frank Cowan Company recognizes that the details contained in any insurance contract are strictly confidential. The Company will continue to maintain high level of sensitivity and confidentiality.

**6. Details of your ability to assist the City with claims negotiations with insurers.**

Jason, along with your Account Management Team, will advocate on the City's behalf on all claims negotiations the City deems viable. While claim negotiations are rare, Frank Cowan Company has established a good rapport with all subscribing Insurer(s) and advocates on the Insured's behalf.

As an MGA Frank Cowan has claims settlement authority from the subscribing insurers. Our claim's experience is unparalleled in the marketplace due to our staff's technical expertise in handling the unique complexity of claims confronted by our municipal clients. We have maintained a long-term commitment to understanding our municipal clients so that we can better service their unique claims handling requirements.

Frank Cowan Company does not subcontract to a third-party administrator to handle claims on our behalf.

**7. Details of any special expertise or experience that you may have in providing services to the City that is not requested above, including the range of services available.**

Frank Cowan Company is a leader in providing insurance coverage and services to public entities across Canada. The City's entire Account Management Team at Frank Cowan Company is focused on delivering a complete program that centres around an insurance policy but extends to include a vast array of related complimentary value-added services specifically in administration, risk and claims management.

Because Frank Cowan Company is an MGA, the Company's expertise is much more centred on the needs and demands of municipalities. Our 90+ years of experience also gives us an advantage as to how to help our clients gain the most from our insurance program. Specifically, the City of Sault Ste. Marie has access to services including, but not limited to:

1. The Frank Cowan Company Risk Management Centre of Excellence
2. Risk Inspections
3. Contract Reviews
4. Legislative Reviews
5. Claims Audits
6. Civil Engineer Road Review
7. Guidewire ClaimCenter Claims Access
8. Account Management Team advice and support
9. Risk Management Bulletins regarding insurance industry trends and highlights
10. Event invitations
11. Advocacy relating to matters such as Joint and Several Liability Reform
12. Municipal specific experience and expertise
13. A dedicated Account Management Team
14. Claims Disaster Management Plan

Jason can work with Frank Cowan Company's insuring partners to customize insurance programs and provide broad coverage geared specifically to the unique needs and insurance requirements of municipalities such as the City of Sault Ste. Marie.

Jason's experience with municipal clients has enabled him to understand specialized policy wordings as well as the various Acts that govern the type of risks insured (i.e. Municipal Conflict of Interest).

We also have a team of 15 claims professionals that recognize your diverse needs. Our Risk Management Department specialists include 7 Risk Inspectors, Road Specialist, Driver Trainer, Risk Analyst, Paralegal, Engineer and Risk Management & Solutions Manager. Our underwriting team includes specialists in the following areas: Property, Auto, Casualty, Cyber as well as Terrorism and are available to the City.

**8. Details of anticipated changes in the marketplace expected in both the short term (next 12 months) and the long term.**

Municipal insurance is considered to be a high-risk class of business for many carriers. For this reason, there are only a few companies willing to stay the course and enter into a partnership with public entities. Every so often new carriers enter the marketplace and offer significantly reduced premiums. Lower insurance costs are attractive to municipalities as they try to balance budgets and maintain tax rates. The problem with new companies offering discounted premiums is that they have little to no experience dealing with the long tail nature of municipal claims. Their history is very limited and once their claims experience begins to deteriorate, their premiums in turn increase.

Municipalities are also being named in claims and class actions that result in awards upwards of \$20,000,000. Claims awards of this magnitude were unheard of only several years ago. Today they are commonplace. Some claims that are influencing the insurer's pricing decisions are the Deering and Giuliani losses and most recently, the class actions against the City of Thunder Bay (\$300M), the City of Elliott Lake (\$30M) and Durham Region (\$40M).

Short-term and long-term anticipated changes in the Municipal marketplace are extremely difficult to forecast. The primary drivers of municipal claims (climate change, joint and several liability, class actions, changing legal landscape and future care costs/long tail) continue to have an adverse effect on claims experience. Simply put, claims are driving premiums and it is unlikely this trend will reverse. Frank Cowan Company will continue to examine market conditions and provide renewal indications in a timely manner (120 days).

**9. Opinion and outline of any risk financing options and alternatives open to municipalities.**

Please see Program Options for more details.

**10. Describe the means by which you would keep abreast of the City's activities, exposures and ongoing needs.**

Jason Gervais, the City's primary contact at Frank Cowan Company, will ensure that both parties are kept up-to-date on activities, exposures and ongoing needs by regular communication through meetings (in person, telephone and email) with the City's Insurance and Risk Management personnel and Frank Cowan Company's underwriting team. Prior to and during the underwriting process the City's website will also be viewed for new activities and changes to exposures.

**11. The method and frequency by which information relevant to the City, i.e. market changes would be communicated.**

Frank Cowan Company continually updates clients on recent court decisions, legislative changes and emerging risk trends that could affect operations. We provide this information through numerous methods including, but not limited to the Frank Cowan Company Centre of Excellence articles, Risk Management bulletins (i.e. Bill 187, Municipal Emergency Act, 2020, The effect of Covid-19 on Contracts, Bill 218, Supporting Ontario's Recovery Act, 2020), risk/insurance meetings held with municipal staff, City specific training sessions as well as Regional Seminars. For example, the Giuliani Decision which challenged the MMS; Building inspections focusing on reducing liability; Managing the risks in the procurement process and maintaining roads and sidewalks. In 2020, pre COVID, on Arena Refrigeration Plant Compliance Awareness – Learning from Ferny B.C. In 2020, during COVID we presented the following webinars; Reducing Risk Exposure for Trails; Winter is coming, Are you Ready – Winter Operations; Vision Zero – A Traffic Safety Initiative with Proven Results (3 part series); Legal, Cyber and Risk Management Resiliency in a Pandemic – What Your Municipality Needs to Know Heading into 2021; The Legal Perspective – Can Your Municipality or Facility be Held Responsible for an Outbreak?; The Cyber Landscape as well as Managing Risk in the New Normal.

Frank Cowan Company provides clients with our News and Risk Management Bulletins. These documents are posted on the Frank Cowan Company Risk Management Centre of Excellence: [www.excellence.frankcowan.com](http://www.excellence.frankcowan.com) Should Frank Cowan Company be selected as the successful proponent, the City would receive unlimited access to the Centre of Excellence for all municipal staff.

Claims information will be communicated by quarterly claims audits or at a more frequent interview if requested by the City. The City will also have the option to view updates through Frank Cowan Company's claims management system (Guidewire ClaimCenter®) or by speaking directly with a Frank Cowan Company Claims Examiner.

Severe market condition changes will be immediately reported to the City. General market conditions will be discussed at pre-renewal meetings.

Should the City require more frequent communication, Frank Cowan Company would be happy to discuss options to suit the City's needs.

**Annual Marketing Strategy and Stewardship reports are required:**

**1. Identify the dates on which they will be received each year,**

Stewardship reporting and customer service is very important to Jason and everyone at Frank Cowan Company. The team strives to ensure that the best interests and needs of our clients are always at the forefront and that our response times reflect the business needs of our clients. Annual marketing strategy and stewardship reports will be delivered to the City 45 days in advance of the City's renewal. Should our service delivery not meet the City's expectations, we would be pleased to work together to develop a cohesive plan to ensure that you receive the information you need in a timely manner.

**2. As applicable, identify any other reports that would be beneficial to the City, and their cost - if any.**

Frank Cowan Company's value-added services are provided at no additional cost. If the City of Sault Ste. Marie has a specific request for a marketing strategy and/or stewardship report, we can discuss and deliver this information.

# TRANSITION PLAN

## MAKING THE SWITCH TO FRANK COWAN COMPANY

When considering a change in insurance carriers, the transition process must be seamless. This is important, as it is imperative that the transition does not cause any gaps in insurance coverage or service interruptions.

Frank Cowan Company has transitioned numerous municipal insurance programs across Canada from both reciprocal carrier models and traditional broker models. We understand the necessity for this experience to be as straightforward as possible.

Your Regional Manager, Jason Gervais, will personally lead your transition to Frank Cowan Company, should we be the successful proponent.

Our priority is ensuring your insurance program is setup properly, quickly and to your satisfaction. This includes issuing insurance certificates and policy documents as soon as reasonably possible.

Any coverage questions, certificate requests or policy changes can be sent to your Frank Cowan Company Regional Manager, who will provide prompt and professional customer service.

Frank Cowan Company is offering the City of Sault Ste Marie access to our full suite of complimentary Value-Added Services:

- Road Risk Reviews
- Educational Seminars
- Contract Reviews
- Guidewire Claim Center
- Asset Valuation and Risk Inspections
- Policy and Procedural Reviews
- Cyber Risk Preparedness
- Frank Cowan Company Centre of Excellence
- Claims History Analysis
- Driver Training
- Fleet Management Evaluations
- MMS Compliance Reviews

In addition, the City of Sault Ste Marie will benefit from our relationship with key strategic national and provincial associations. This includes access to exclusive seminars, conference and training sessions as they become available. You will receive an invitation via Jason Gervais or the Frank Cowan Company Marketing team. The City is welcome to attend all Frank Cowan Company sponsored receptions usually tied to municipal conferences and tradeshows.

Because our office is centrally located, members of your Account Management Team are available to provide customer service on an on-going basis, whether over the telephone or in person. This includes our in-house team of Marketing, Underwriting, Claims and Risk Management experts.

Once you have made the decision to place your insurance through Frank Cowan Company, all policies will be bound for February 28, 2021 at 12:01 am, and your policy documents will follow within 30 days. Your Regional Manager will be in contact to arrange a meeting (at your convenience) to discuss your policies, sign necessary documentation, and address any questions or concerns you may have.

Throughout each insurance term your Regional Manager will be in regular contact with you to ensure satisfaction. You will also know about any new products and/or services as soon as they become available.

Together, Frank Cowan Company will work to provide the City with a first-class insurance program, coupled with outstanding customer service and complimentary risk management and claims management value added services.

We look forward to welcoming City of Sault Ste. Marie as a Frank Cowan Company client.

FCC/City Meeting	Insurance Program and Claims Management	Loss Control and Risk Management
<b>Within 10 business days of being awarded the contract</b>	<b>Within 10-15 business days of being awarded the contract</b>	<b>Within 30 business days of being awarded the contract</b>
<ul style="list-style-type: none"> <li>• Set up on-boarding meetings with City.</li> <li>• Establish an Insurance Renewal Timeline in preparation for the expiring date of your current program.</li> <li>• Organize all required applications to be completed with the assistance of the FCC Team.</li> <li>• Eliminate and qualify all subjectivities of underwriters to ensure compliance.</li> <li>• Confirm and update all final details or adjustments to be added to program and included in the new policy documents.</li> </ul>	<ul style="list-style-type: none"> <li>• Preform audit of the City's insurance policies/products and identify important dates.</li> <li>• Introduction to claims advocacy and Claims Team.</li> <li>• Request updated claims experience and review current open claims to establish best way forward for each claim.</li> </ul>	<ul style="list-style-type: none"> <li>• Overview of Risk Management Program and establish key future dates for service activity.</li> <li>• Introduction to risk management advocacy and Risk Management Team.</li> <li>• Competition of risk management seminar and delivery of risk assessment.</li> <li>• Attend any previously scheduled loss control meetings as required.</li> </ul>

For additional service timelines, including policy documents and premium breakdowns, please refer to page 38.



# COMPREHENSIVE INSURANCE PROGRAM

# KEY PROPOSAL REQUIREMENTS

Frank Cowan Company welcomes your review of our submission. We believe you will find it is compliant, comprehensive and demonstrates our ability to provide a complete insurance program:

- Our submission shall remain open for acceptance by the City until February 28, 2021.
- Frank Cowan Company is providing a one-year term from: February 28, 2021 to February 28, 2022, with the option to renew for each subsequent year, based on satisfactory performance and service.
- The insurers and percentage of subscription have been identified for each class of insurance and all subscribers are firm authorizations. Please note that Intact Insurance Company is integrating The Guarantee Company of North America's business and policies and, as such, The Guarantee Company of North America will be replaced as a subscriber by Intact Insurance when your policy becomes effective. Please see the Key Insurance Companies section of this RFP for additional details.
- In developing our specialized insurance programs, we have chosen to write our own manuscript policies that have been designed to meet the unique needs of our public entity clients. Original specimen wordings have been included in the Policy Wording section.
- The Errors & Omissions Liability and Environmental Liability policies have been written on a claims made form.
- All insurance policies will include a 90 day written notice of cancellation by the insurer, unless otherwise noted and agreed to by the Municipality.
- Frank Cowan Company and all of our insurers are licensed to transact business in Ontario.
- This proposal is not a reciprocal proposal, but a full risk transfer vehicle, so the Municipality will not be responsible for future retro-assessments under this program.
- Enhancements and Deviations from the proposal specifications have been outlined for your reference.
- Upon successful award of the contract, evidence of Errors & Omissions insurance will be provided annually.



## **MINIMUM SERVICE REQUIREMENTS**

In working closely with the broker, every effort, within our control, will be made to provide the following services in a timely manner:

- Participation by account executive and/or other personnel as required to review coverage, explain policy wordings, assist with applications, offer advice on contract reviews and provide commentary on related risk management issues;
- Act as a liaison between the Municipality and/or servicing broker and the insurance companies;
- Coordinate meetings with the Municipality, if necessary, to discuss changes in upcoming renewals such as updated claims and availability of coverages, terms, conditions and pricing;
- Attend in person meetings as required;
- Provide same day advice and guidance on daily concerns such as contract issues, clarification of coverage matters or business risks and their resulting insurance implications;
- Placement of coverage with financially stable insurers as evidenced by their AM Best rating provided in the Appendices Section; licensed to transact business in the Province of Ontario;
- Identify coverage requirements upon renewal and as required from time to time during the year;
- Issue certificates of insurance, as required, evidencing coverage for municipal vehicles, property and liability coverages including indemnity agreements;
- Negotiate and/or write insurance coverage tailored to meet the Insured's needs as and when required with the broadest terms and conditions available for commensurate with the current state of the insurance markets;
- Prepare and deliver at least 45 days prior to renewal a report on:
  - Explanation of changes in the insurance markets pricing from the previous year;
  - A detailed claims schedule including reserves of outstanding claims;
  - The renewal premium with details and explanations for any changes in pricing, coverage, terms and conditions and breakdowns, as required for municipal budgeting;
  - Proposed renewal strategy and any recommended changes to policies, terms and conditions;
- Production of timely and accurate insurance documentation (policies, binders, pink slips, etc.);
- Assist as required in resolving claims-related issues with insurers or other insurance intermediaries providing insurance services to the Insured;
- Provide advice concerning insurance and/or indemnity provisions for Municipal tenders, RFP's, contract and projects;
- Provide loss prevention and control services including, but not limited to, inspection by qualified loss control professionals of facilities both from a property and liability perspective on an as required basis;
- Provide professional advice on day to day risk management information requests;
- Review and provide assistance with internal risk management policies and procedures;
- Provide road risk assessments to help minimize exposure to non-repair of road claims;
- Provide opportunities for risk improvement for municipal fleet risk management practices;
- Provide MMS compliance reviews;
- Provide loss prevention and control services at special facilities including, but not limited to, trails, playgrounds, toboggan hills, any sport playing fields or parks as well as any open spaces;
- Provide asset evaluations to satisfy the requirements of insurers and protect the blanket limits of insurance provided under the property coverages. Please refer to our Risk Management section for details on how this is carried out.

## PROGRAM HIGHLIGHTS

For your reference, Frank Cowan Company has listed highlights found in our insurance programs. This should assist you when comparing coverages.

- Entity Abuse included, to full policy limits, no aggregate limit.
- Professional Liability included, coverage for bodily injury, property damage, and financial loss, to full policy limits, no aggregate limit.
- Medical Malpractice included, not limited to incidental malpractice, to full policy limits, no aggregate limit.
- No Products and Completed Operations Aggregate.
- Administration of Employee Benefits Programs included in Errors & Omissions policy to full policy limit, no aggregate limit.
- Tenants Legal Liability included, to fully policy limit, no aggregate limit.
- Property coverage is offered on an All Risk, blanket or scheduled basis. No co-insurance, margins clause or same site restriction. Replacement Cost coverage provided for all properties (unless specified otherwise), including heritage properties (professional appraisals not required).
- Supplemental Coverages are automatically included (e.g. bylaws, first party clean up, professional fees and many more). In addition to the Supplemental Coverages, our Public Entity Extension Endorsement provides numerous automatic extensions.
- Replacement Cost Endorsement applies to vehicles 20 years and newer. Refer to Highlights Page for more information on fire trucks and coverage conditions.
- Municipal Liability Limits of \$50,000,000 each and every occurrence, no aggregates.
- Errors and Omissions Liability Limits of \$50,000,000 each and every claim.
- Non-Owned Automobile Limits of \$50,000,000 each and every occurrence.
- Automobile Fleet Limits of \$50,000,000 each and every occurrence.
- Environmental Liability includes Watercraft, Sold Property and closed Landfill Sites, and includes underground storage tanks.
- Crime Insurance includes Broad Definition of Insured and does not have a deductible (other than Fraudulently Induced Transfer Coverage).
- Worldwide coverage.

# ENHANCEMENTS AND DEVIATIONS

This is a summary. Nothing herein alters the terms, conditions and exclusions contained in the printed insurance contract(s).

Note: Subscribers and percentages are subject to change prior to your effective date of coverage. For further clarity, as previously announced, Intact Insurance Company is integrating The Guarantee Company of North America's business and policies and, as such, The Guarantee Company of North America will be replaced as a subscriber by Intact Insurance Company when your policy becomes effective.

Total Casualty and Auto Limit of Liability is \$50,000,000 provided as follows:	
\$25,000,000 Follow Form Excess Limits Over \$25,000,000	
\$10,000,000 Follow Form Excess Limits Over \$15,000,000	
\$15,000,000 Casualty Primary	\$15,000,000 Auto Primary

## LIABILITY POLICY

### Enhancements

- No aggregate limit applies.
- Full Medical Malpractice Liability coverage is included to the limit of insurance proposed for any one claim; no aggregate limit applies. This coverage is therefore not limited to incidental malpractice and is provided on an occurrence basis.
- Voluntary Property Damage \$50,000 per Occurrence and \$50,000 Annual Aggregate, no deductible applies.
- Voluntary Compensation – Employees \$50,000 Per Person and \$250,000 Annual Aggregate.
- Entity Abuse included to full policy limits, no aggregate limit, occurrence basis.
- Municipal Marina is included to full policy limit.
- No retroactive date applies.
- Crisis Management Services Liability is not available.

### Deviations

- Forest Fire Expense Extension has been included up to \$2,000,000/\$2,000,000 aggregate, no deductible applies.
- Garage Policy has not been included, available if exposure exists.
- Voluntary Medical Payments for \$50,000 per Person and \$50,000 per Accident, no deductible applies.
- Excess Construction Wrap Up Liability has not been included, not available.
- Child Abduction Liability has not been included, not available.
- Coverage has not been included for Employment Practices Liability. Please refer to Legal Expense Coverage.
- Coverage for Sexual Misconduct has not been included. Please refer to Abuse Coverage.

## **ERRORS & OMISSIONS POLICY**

### **Enhancement**

- No aggregate limit or retroactive date applies.
- Employee Benefits Liability is included.

## **ENVIRONMENTAL POLICY**

### **Deviations**

- Coverage has been included up to \$3,000,000 limit, \$5,000,000 aggregate.
- No excess coverage for Environmental has been included.

## **CRIME POLICY**

### **Deviations**

- Fraudulently Induced Transfer Coverage has been included up to \$25,000. A completed application is required in order to review the request for higher limits. Additional premium will apply.

## **COUNCILLORS' ACCIDENT POLICY**

### **Enhancements**

- Principal Sum for Loss of Life and Capital Sum for Dismemberment are \$250,000 each.
- Weekly Indemnity – Partial Loss of Time is \$300.

## **LEGAL EXPENSE POLICY**

### **Enhancement**

- 24-hour telephone legal advice is available as well as specialized legal representation.
- No retroactive date applies.

### **Deviations**

- Coverage has been included up to \$250,000 limit, \$500,000 aggregate.

## **PROPERTY POLICY**

Our Property wording includes many Supplemental Coverages as well as Extensions of Coverage. Refer to the Schedule of Coverage for a complete list of Supplemental Coverages (generally included in your limits) and Extensions of Coverage (generally in addition to your limits). Refer to the Highlights page for further detail.

- Building values have been increased in order to reflect inflationary trends.
- The Total Insured Values are \$283,499,300
- Coverage includes Property of Every Description insured on a Blanket Basis for a limit of \$278,215,200.
- The following also form part of your coverage: Scheduled Property, Supplemental and Extensions of Coverage, Business Interruption and endorsements.

### **Deviations**

- Virus and Bacteria Exclusion: Frank Cowan Company is adding a virus and bacterial exclusion to property policies effective August 1st, 2020 for new business and October 1st, 2020 for renewals.

Previously we've communicated that our property coverage requires there to be a direct physical loss or direct physical damage subject to the policy terms and conditions and that business interruption coverage will not be triggered for a loss caused by a virus or bacteria. The endorsement now clarifies that we exclude any virus, bacterium or other micro-organism that induces or is capable of inducing physical distress, illness or disease. The exclusion also stipulates that this exclusion supersedes any exclusion or coverage granted relating to 'pollutants' or 'contagions'.

The exclusion applies to all locations and all property policies and coverage including business interruption coverage, builders risk coverage, miscellaneous or other property coverage "form(s)" and any extensions,

clauses or additions of coverage attached to and forming part of this policy, including exceptions to exclusions attached to these policies

## AUTOMOBILE POLICY

### Enhancements

- Replacement Cost Endorsement applies to vehicles 20 years and newer. Certain restrictions apply, refer to the Automobile Replacement Cost Coverage Change Highlight Sheet for full details. Coverages is not available for Private Passenger rated and Miscellaneous Vehicles.
- Fire Department Vehicle Endorsement will be offered in place of OPCF 24.

### Deviations

- The Transit All Perils deductible has been included at \$25,000.
- Police Unit – CAR46 has not been included, as details not provided.
- The following coverages are available if an exposure exists:
  - Permission to carry explosives OPCF 4A
  - Permission to carry radioactive material OPCF 4B
  - Non-Owned Equipment OPCF 31

## INDEMNITY AGREEMENT

### Indemnity Agreement

An "Indemnity Agreement" will form a part of the clients' policy terms. There is no change to the rating or application of the deductible(s) in terms of the policy.

The client shall reimburse, indemnify and hold harmless the Insurer against the amount not exceeding the applicable **Retention Amount** for each amount for each occurrence under which a claim is made under this policy.

The aggregate amount not exceeding \$25,000, for **Third Party Liability** paid or payable by the Insurer under or in connection with the policy with respect to coverages for any one occurrence, including all losses, claim payments, costs, claims, damages, charges, expenses, liabilities and legal obligations, howsoever arising, which the Insurer may sustain, is referred to as the '**Retention Amount**'.

#### Automobile (Transit)

The aggregate amount not exceeding \$25,000, for **Third Party Liability and Accident Benefits** paid or payable by the Insurer under or in connection with the policy with respect to coverages for any one occurrence, including all losses, claim payments, costs, claims, damages, charges, expenses, liabilities and legal obligations, howsoever arising, which the Insurer may sustain, is referred to as the '**Retention Amount**'.

This agreement must be signed by the client in order to be binding and form a part of the coverage agreement.

## NON-ACCUMULATION OF LIMITS AGREEMENT

To provide coverage for all aspects of your business operations, separate auto policies have been issued to accommodate different departments, different limits, deductibles or coverage.

As each policy is issued in the same name, this creates a potential exposure referred to as "stacking of Insurance liability limits". Stacking of limits exists when more than one insurance policy is potentially affected or "drawn in" to a claim when the intention was only for a single policy to be exposed.

The "Non-Accumulation of Limits Agreement" addresses this exposure. A signed copy of this agreement will be required.

# YOUR INSURANCE COVERAGE

## SCHEDULE OF COVERAGE

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

### CASUALTY

<b>Coverage Description</b>	<b>(\$)</b> Deductibles*	<b>(\$)</b> Limit of Insurance
General Liability (Occurrence Form) <i>Broad Definition of Insured</i>	100,000	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 Aggregate
Voluntary Compensation - Employees		50,000 Each Person 250,000 Annual Aggregate
Sewer Backup	100,000 Per Claimant	
Wrongful Dismissal (Legal Expense)	5,000	250,000 Per Claim 250,000 Aggregate
Forest Fire Expense		2,000,000 2,000,000 Aggregate
Errors & Omissions Liability (Claims Made Form)	100,000	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)	100,000	3,000,000 Per Claim 5,000,000 Aggregate

\*Your deductible may be a Deductible and Reimbursement Clause (including expenses) refer to Policy Wordings.

<b>Insurers</b>	<b>Participation (%)</b>
Intact Insurance Company	60.00
Underwriters at Lloyds Under Contract Number <i>B1100049400120000</i>	20.00
Temple Insurance Company	20.00

*The preceding represents the Subscribing Insurers and their participation as of the date of this report, any changes in participation will be communicated prior to the Inception of Coverage.*

**Note: Refer to Follow Form Excess Liability section for Total Limit of Liability**

## SCHEDULE OF COVERAGE

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

### Follow Form – Excess Liability

Coverage Description	(\$) Limit of Insurance
Excess Limit	10,000,000
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
Owned Automobile – Transit	15,000,000

Insurers	Participation (%)
Intact Insurance Company	100.00

*The preceding represents the Subscribing Insurers and their participation as of the date of this report,  
any changes in participation will be communicated prior to the Inception of Coverage.*

### Follow Form – Excess Liability (2<sup>nd</sup> Layer)

Coverage Description	(\$) Limit of Insurance
Excess Limit	25,000,000 Occurrence
Underlying Policy	(\$) Underlying Limit
General Liability	25,000,000
Errors & Omissions Liability	25,000,000
Non-Owned Automobile	25,000,000
Owned Automobile	25,000,000
Owned Automobile – Transit	25,000,000

Insurers	Participation (%)
XL Catlin Syndicate 2003 under contract number B1100049400420000	100.00

*The preceding represents the Subscribing Insurers and their participation as of the date of this report,  
any changes in participation will be communicated prior to the Inception of Coverage.*

**Total Limit of Liability (\$)** **50,000,000**

## SCHEDULE OF COVERAGE

(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)			500,000	
Loss Outside the Premises (Broad Form Money & Securities)			500,000	
Money Orders and Counterfeit Paper Currency			500,000	
Audit Expense			500,000	
Forgery or Alteration (Depositors Forgery)			1,000,000	
Computer and Transfer Frauds (Including Voice Computer Toll Fraud)			500,000	
Fraudulently Induced Transfer	5,000		25,000	

### Insurers

### Participation (%)

Intact Insurance Company	60.00
Underwriters at Lloyds Under Contract Number B1100049400120000	20.00
Temple Insurance Company	20.00

*The preceding represents the Subscribing Insurers and their participation as of the date of this report, any changes in participation will be communicated prior to the Inception of Coverage.*

### ACCIDENT

Coverage Description	(\$)	Deductibles	(\$)	Limit of Insurance
Board Members: Persons Insured – Mayor and 10 Council				
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	

### Insurers

### Participation (%)

Intact Insurance Company	60.00
Underwriters at Lloyds Under Contract Number B1100049400120000	20.00
Temple Insurance Company	20.00

*The preceding represents the Subscribing Insurers and their participation as of the date of this report, any changes in participation will be communicated prior to the Inception of Coverage.*

## SCHEDULE OF COVERAGE

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

### CONFLICT OF INTEREST

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

Insurers	Participation (%)
Intact Insurance Company	60.00
Underwriters at Lloyds Under Contract Number B1100049400120000	20.00
Temple Insurance Company	20.00

*The preceding represents the Subscribing Insurers and their participation as of the date of this report, any changes in participation will be communicated prior to the Inception of Coverage.*

### LEGAL EXPENSE

Coverage Description	(\$)	Deductibles	(\$)	Limit of Insurance
Legal Defence Cost		250,000	500,000	Aggregate

Insurers	Participation (%)
Intact Insurance Company	100.00

*The preceding represents the Subscribing Insurers and their participation as of the date of this report, any changes in participation will be communicated prior to the Inception of Coverage.*

## SCHEDULE OF COVERAGE

(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	50,000		RC	278,215,200	
Scheduled Items					
*Coverage, basis of settlement and limit per item as per attached Schedule		Refer to Schedule		124,100	
<b>Property Supplemental Coverage</b> (Included in the Total Sum Insured unless otherwise specified in the wording)					
Building By-laws	50,000			Included	
Building Damage by theft	50,000			Included	
Debris Removal	50,000			Included	
Electronic Computer Systems	50,000				
Electronic Computer Hardware and Media	50,000			Included	
Electronic Computer Systems Breakdown	2,500			2,321,100	
Electronic Computer Systems – Extra Expense				Not Insured	
Extra Expense Period of Restoration	50,000			90 Days	
Expediting Expense	50,000			Included	
Fire or Police Department Service Charges	50,000			Included	
First Party Pollution Clean-up	50,000			Included	
Fungi and Spores	50,000			10,000	
Furs, Jewellery and Ceremonial Regalia					
Ceremonial Regalia	50,000			Included	
Furs and Jewellery	50,000			25,000	
Inflation Adjustment	50,000			Included	
Live Animals Birds or Fish	50,000			25,000	
Newly Acquired Property	50,000			Included	
Professional Fees	50,000			Included	
Property and Unnamed Locations	50,000			Included	
Property Temporarily Removed Including while on Exhibition and during Transit	50,000			Included	
Recharge of Fire Protection Equipment Expense	50,000			Included	
Sewer Backup and Overflow	50,000			Included	

**Public Entity Extension Endorsement**

(In Addition to the Total Sum Insured unless specifically scheduled in the wording)

Accounts Receivable	50,000	500,000
Bridges and Culverts	50,000	50,000
Buildings Owned due to Non-Payment of Municipal Taxes	50,000	100,000
Buildings in the Course of Construction Reporting Extension	50,000	1,000,000
By Laws – Governing Acts	50,000	25,000
Consequential Loss Caused by Interruption of Services		
On Premises	50,000	Included
Off Premises	50,000	1,000,000
Cost to Attract Volunteers Following a Loss	50,000	10,000
Docks, Wharves and Piers	50,000	100,000
Errors and Omissions	50,000	Included
Exterior Paved Surfaces	50,000	50,000
Extra Expense	50,000	500,000
Fine Arts		
At Insured's Own Premises	2,500	25,000
On Exhibition	50,000	250,000
Fundraising Expenses	50,000	10,000
Green Extension	50,000	100,000
Growing Plants		
Any One Item	50,000	1,000
Per Occurrence	50,000	100,000
Ingress and Egress	50,000	Included
Leasehold Interest	50,000	25,000
Master Key	50,000	25,000
Peak Season Increase	50,000	25,000
Personal Effects	50,000	25,000
Property of Others	50,000	25,000
Rewards: Arson, Burglary Robbery and Vandalism	50,000	25,000
Signs	50,000	Included
Vacant Property	50,000	1,000,000
Valuable Papers	50,000	500,000

<b>Business Interruption</b>		
Rent or Rental Value	50,000	500,000
Gross Revenue	50,000	1,000,000
<b>Additional Endorsements</b>		
Virus and Bacteria Exclusion:	Not Applicable	Included
Earthquake – POED	3% Minimum \$100,000	Included
Flood – POED	\$ 50,000	Included
Watercraft	2,500	230,000
Fine Arts	50,000	1,032,200
Demo & Debris	2,500	177,800

**(\$ Total Amount of Insurance      283,499,300**

RC = Replacement Cost ACV = Actual Cash Value VAL = Valued

<b>Insurers</b>	<b>Participation (%)</b>
Intact Insurance Company	60.00
Underwriters at Lloyds Under Contract Number B1100049400120000	20.00
Temple Insurance Company	20.00

*The preceding represents the Subscribing Insurers and their participation as of the date of this report, any changes in participation will be communicated prior to the Inception of Coverage.*

## SCHEDULE OF COVERAGE

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

### EQUIPMENT BREAKDOWN (TechAdvantage)

Coverage Description	(\$ Deductibles / Waiting Period	(\$ Limit of Insurance
Direct Damage	50,000	50,000,000 Per Accident 1,000,000
Business Interruption Loss of Profits – Gross Revenue	24 Hours	Indemnity Period – 12 months, applicable to Essar Centre, 269 Queen Street East, Sault Ste Marie ON
Business Interruption Arenas – Gross Revenue	24 Hours	90,000 This coverage is Value Daily Indemnity \$1,000 day / 90 Days Applicable to all Arenas, except the Essar Centre, 269 Queen Street East, Sault Ste Marie ON
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		Up to 150% of Loss
<b>*Will not show on Declarations Page</b>		
Anchor Locations		Included
Service Interruption		Included
<b>*Will not show on Declarations Page</b>		Within 1000 metres
Contingent Business Interruption		25,000
Public Relations Coverage		5,000

### Insurers

### Participation (%)

Boiler Inspection and Insurance Company of Canada	100.00
---	--------

*The preceding represents the Subscribing Insurers and their participation as of the date of this report,  
any changes in participation will be communicated prior to the Inception of Coverage.*

## SCHEDULE OF COVERAGE

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

### OWNED AUTOMOBILE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE, AND SAULT STE. MARIE POLICE SERVICES BOARD

Coverage Description	(\$)	Deductibles	(\$)	Limit of Insurance
<b>Liability</b>				15,000,000
Bodily Injury				Included
Property Damage	25,000			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.

VRS  
*Please see Auto Schedule*

### Loss or Damage\*\*

Specified Perils (excluding Collision or Upset)

Comprehensive (excluding Collision or Upset)

Collision or Upset

All Perils	VRS <i>Please see Auto Schedule</i>	Included
------------	--	----------

### Endorsements

Fire Department Vehicles

Notice of Cancellation

Replacement Cost

#5 - Permission to Rent or Lease Automobiles and Extending Coverage to Specified Lessee(s)

Any Leased Vehicle

#20 - Loss of Use (Applies to Light Commercial Vehicles)

1,500/Occurrence

#21B - Blanket Fleet Coverage

50/50

#32 - Use of Recreational Vehicle by Unlicenced Operators

Included

#44R - Family Protection Coverage (Only applies to Private Passenger, Light Commercial, Skidoos, All Terrain and Police Vehicles)

1,000,000

**\*\* This policy contains a partial payment of loss clause.  
A deductible applies for each claim except as stated in your policy.**

Insurers	Participation (%)
Intact Insurance Company	100.00

*The preceding represents the Subscribing Insurers and their participation as of the date of this report, any changes in participation will be communicated prior to the Inception of Coverage.*

## SCHEDULE OF COVERAGE

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

### AUTOMOBILE (TRANSIT)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Coverage Description	(\$)	Deductibles	(\$)	Limit of Insurance
<b>Liability</b>				
Bodily Injury		25,000		5,000,000
Property Damage				Included
Accident Benefits		25,000		As stated in Section 4 of the Policy
Uninsured Automobile				As stated in Section 5 of the Policy
<b>Direct Compensation – Property Damage</b>				
*This policy contains a partial payment of recovery clause for property damage if a deductible is specified for direct compensation-property damage.		25,000		
<b>Loss or Damage**</b>				
Specified Perils (excluding Collision or Upset)				
Comprehensive (excluding Collision or Upset)				
Collision or Upset				
All Perils		25,000		Included
<b>Endorsements</b>				
Replacement Cost				Included
#6C - Public Passenger Vehicle				10,000,000

\*\* This policy contains a partial payment of loss clause.  
A deductible applies for each claim except as stated in your policy.

Insurers	Participation (%)
Intact Insurance Company	100.00

*The preceding represents the Subscribing Insurers and their participation as of the date of this report,  
any changes in participation will be communicated prior to the Inception of Coverage.*

## AUTOMOBILE – EXCESS LIABILITY

Coverage Description	(\$)	Limit of Insurance
Excess Limits		5,000,000 Road Hazard
Underlying Policy	(\$)	Underlying Limit
Owned Automobile (Transit)		5,000,000 Passenger Hazard

### Insurers

### Participation (%)

Intact Insurance Company	100.00
--------------------------	--------

*The preceding represents the Subscribing Insurers and their participation as of the date of this report,  
any changes in participation will be communicated prior to the Inception of Coverage.*

## AUTOMOBILE – EXCESS LIABILITY – 2<sup>nd</sup> LAYER

Coverage Description	(\$)	Limit of Insurance
Excess Limits		5,000,000 Road Hazard & Passenger Hazard
Underlying Policy	(\$)	Underlying Limit
Owned Automobile (Transit)		10,000,000 Passenger Hazard & Passenger Hazard

### Insurers

### Participation (%)

Intact Insurance Company	100.00
--------------------------	--------

*The preceding represents the Subscribing Insurers and their participation as of the date of this report,  
any changes in participation will be communicated prior to the Inception of Coverage.*

## NON-ACCUMULATION OF LIMITS AGREEMENT

### INDEMNITY AGREEMENT

Coverage Description	(\$)	Deductibles
Third Party Liability (Bodily Injury & Property Damage) (Fleet & Transit)		\$25,000
Accident Benefits (Transit only)		\$25,000

**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

	<b>Proposed Premium(\$)</b>
<b>Casualty</b>	
General Liability	474,900
Errors and Omissions Liability	34,500
Non-Owned Automobile Liability	410
Environmental Liability	49,750
Crime	4,405
Board Members Accident	682
Conflict of Interest	660
Legal Expense	1,500
<b>Property</b>	
Property	150,149
Equipment Breakdown	10,854
<b>Automobile</b>	
Owned Automobiles	231,417
Owned Automobile – Transit	216,901
<b>Excess</b>	
Excess Automobile	14,963
Excess Automobile – 2 <sup>nd</sup> Layer	11,638
Follow Form	43,873
Follow Form – 2 <sup>nd</sup> Layer	48,313
<b>Total Annual Premium</b>	<b>\$ 1,294,915</b>
(Excluding Taxes Payable)	

# PROGRAM OPTIONS

## Cyber Coverage

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 Quotation in the Appendices.

## Crime Coverage

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. See both of the attached Crime Coverage Highlights and Crime Coverage Options for further details.

## Board Members' Accident Coverage

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).

## Volunteer Accident Coverage

Volunteer Accident coverage is available. See attached Highlight Sheet for details.

A quote is available on request (based on the total # of volunteers).

## Remotely Piloted Aircraft (UAV) Coverage

- Property and/or Liability Cover may be available for your Remotely Piloted Aircraft (UAV)
- Application required to quote
- For Coverage information refer to the Remotely Piloted Aircraft (UAV) Highlight Sheet.

## Active Assailant and Associated Coverages

Frank Cowan Company has partnered with AXA XL, a market leader in writing Terrorism Risk, to offer a suite of Active Assailant 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 refer to the Active Assailant and Associated Coverage Options.

Application is required to quote.

# Description of Coverage

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

"Your Insurance Coverage" provides a schedule of proposed 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.

The information in this notice is intended for informational purposes only. For full details with respect to coverage, exclusions, conditions and limitations refer to the policy wordings. While coverage may be quoted, once a policy is issued coverage is only applicable if shown on Declaration Page or Schedule of Coverage.

# 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.
- 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.

The information in this notice is intended for informational purposes only. For full details with respect to coverage, exclusions, conditions and limitations refer to the policy wordings. While coverage may be quoted, once a policy is issued coverage is only applicable if shown on Declaration Page or Schedule of Coverage.

# 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

---

<b>Limits</b>	Typically limits follow that of our Liability. We have the availability to offer up to \$50,000,000.
<b>Defence Costs</b>	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.
<b>No Annual Aggregate</b>	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.
<b>Claims Made Policy</b>	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.
<b>Claims Definition</b>	The definition of claim also includes arbitration, mediation or alternative dispute resolution proceedings.
<b>Insured Definition</b>	Includes Councilors, Statutory Officers, Council Committees, Firefighters, Employees and Volunteers.

## COVERAGE IS PROVIDED FOR UNIQUE EXPOSURES

---

<b>Insurance</b>	No exclusion for failure to procure or maintain adequate insurance bonds or coverage (e.g. construction projects).
<b>Benefit Plans</b>	Errors or Omissions in administering Employee Benefit Plans are covered.
<b>Misrepresentations</b>	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.
<b>Other Specialists Services</b>	<b>and</b> 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.

The information in this notice is intended for informational purposes only. For full details with respect to coverage, exclusions, conditions and limitations refer to the policy wordings. While coverage may be quoted, once a policy is issued coverage is only applicable if shown on Declaration Page or Schedule of Coverage.

# 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.

The information in this notice is intended for informational purposes only. For full details with respect to coverage, exclusions, conditions and limitations refer to the policy wordings. While coverage may be quoted, once a policy is issued coverage is only applicable if shown on Declaration Page or Schedule of Coverage.

# 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.

The information in this notice is intended for informational purposes only. For full details with respect to coverage, exclusions, conditions and limitations refer to the policy wordings. While coverage may be quoted, once a policy is issued coverage is only applicable if shown on Declaration Page or Schedule of Coverage.

# 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.

The information in this notice is intended for informational purposes only. For full details with respect to coverage, exclusions, conditions and limitations refer to the policy wordings. While coverage may be quoted, once a policy is issued coverage is only applicable if shown on Declaration Page or Schedule of Coverage.

# 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 misled 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.

The information in this notice is intended for informational purposes only. For full details with respect to coverage, exclusions, conditions and limitations refer to the policy wordings. While coverage may be quoted, once a policy is issued coverage is only applicable if shown on Declaration Page or Schedule of Coverage.

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

<b>D&amp;D AND PARALYSIS LIMITS</b>	<b>OPTION 1</b>	<b>OPTION 2</b>
Accidental Death or Dismemberment (including loss of life and heart attack coverage)	\$100,000	\$250,000
Paralysis Coverage – 200% of Accidental Death and Dismemberment Limit		
Permanent Total Disability - Accidental Death and Dismemberment Limit		
<b>WEEKLY INDEMNITY</b>	<b>OPTION 1</b>	<b>OPTION 2</b>
Total Loss of Time	\$300	\$500
Partial Loss of Time	\$150	\$300
<b>ACCIDENT REIMBURSEMENT - \$15,000</b>		
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 province	Semi Private or Private hospital room <sup>‡</sup>	
†Maximum \$1,000 per accident. ‡If prescribed by physician		
<b>DENTAL EXPENSES</b>		
Dental Expenses		\$5,000
<b>OCCUPATIONAL RETRAINING – REHABILITATION</b>		
Retraining – Rehabilitation for the Named Insured		\$15,000
Spousal Occupational Training		\$15,000
<b>REPATRIATION</b>		
Repatriation Benefit (expenses to prepare and transport body home)		\$15,000
<b>DEPENDENT CHILDREN – PER CHILD</b>		
Dependent Children's Education (limit is per year- maximum 4 years)		\$10,000
Dependent Children's Daycare (limit is per year- maximum 4 years)		\$10,000
<b>TRANSPORTATION/ACCOMMODATION (WHEN TREATMENT IS OVER 100KM FROM RESIDENCE)</b>		
Transportation costs for the Insured when treatment is over 100km from home.		\$1,500
Transportation and accommodation costs when Insured is being treated over 100km from home.		\$15,000
<b>HOME ALTERATION AND VEHICLE MODIFICATION</b>		
Expenses to modify the Insured's home and/or vehicle after an accident.		\$15,000
<b>SEATBELT DIVIDEND</b>		
10% of Principal Sum		\$25,000
<b>FUNERAL EXPENSE</b>		
Benefit for loss of life		\$10,000

## **IDENTIFICATION BENEFIT**

Benefit for loss of life	\$5,000
--------------------------	---------

## **EYEGLASSES, CONTACT LENSES AND HEARING AIDS**

When Insured requires these items due to an accident.	\$3,000
---	---------

## **CONVALESCENCE BENEFIT – PER DAY**

Insured Coverage	\$100
One Family Member Coverage	\$50

## **WORKPLACE MODIFICATION BENEFITS**

Specialized equipment for the workplace.	\$5,000
--	---------

## **ELECTIVE BENEFITS**

### **Complete Fractures**

Skull	\$ 5,200	Foot & Toes	\$ 2,200
Lower Jaw	\$ 2,800	Two or More Ribs	\$ 1,900
Collar Bone	\$ 2,800	Colles' fracture	\$ 2,800
Shoulder Blade	\$ 3,500	Potts' fracture	\$ 3,400
Shoulder Blade complications	\$ 3,700	<b>Dislocation</b>	
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		

## **AGGREGATE LIMIT**

Aggregate Limit only applicable when 2 or 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.

The information in this notice is intended for informational purposes only. For full details with respect to coverage, exclusions, conditions and limitations refer to the policy wordings. While coverage may be quoted, once a policy is issued coverage is only applicable if shown on Declaration Page or Schedule of Coverage.

# 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).

The information in this notice is intended for informational purposes only. For full details with respect to coverage, exclusions, conditions and limitations refer to the policy wordings. While coverage may be quoted, once a policy is issued coverage is only applicable if shown on Declaration Page or Schedule of Coverage.

# 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.).

The information in this notice is intended for informational purposes only. For full details with respect to coverage, exclusions, conditions and limitations refer to the policy wordings. While coverage may be quoted, once a policy is issued coverage is only applicable if shown on Declaration Page or Schedule of Coverage.

# 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:

- |  |  |
|--|--|
| <ul style="list-style-type: none"><li>• Building Bylaws</li><li>• Building Damage by Theft</li><li>• Debris Removal Expense</li><li>• Electronic Computer Systems</li><li>• Expediting Expense</li><li>• Fire or Police Department Service Charges</li><li>• First Party Pollution Clean-Up Coverage</li><li>• Fungi (covers the expense for any testing, evaluating or monitoring for fungi or spores required due to loss)</li></ul> | <ul style="list-style-type: none"><li>• Furs, Jewellery and Ceremonial Regalia</li><li>• Inflation Adjustment</li><li>• Live Animals, Birds or Fish</li><li>• Newly Acquired Property</li><li>• Professional Fees</li><li>• Property at Unnamed Locations</li><li>• Property Temporarily Removed including while on Exhibition and during Transit</li><li>• Recharge of Fire Protective Equipment</li><li>• Sewer Back Up and Overflow</li></ul> |
|--|--|

**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

The information in this notice is intended for informational purposes only. For full details with respect to coverage, exclusions, conditions and limitations refer to the policy wordings. While coverage may be quoted, once a policy is issued coverage is only applicable if shown on Declaration Page or Schedule of Coverage.

# 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:

- Legal Counsel: to determine how you should best respond to the breach.
- Forensic Services: to help assess the nature and extent of the compromise.
- 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.

The information in this notice is intended for informational purposes only. For full details with respect to coverage, exclusions, conditions and limitations refer to the policy wordings. While coverage may be quoted, once a policy is issued coverage is only applicable if shown on Declaration Page or Schedule of Coverage.

# AUTOMOBILE REPLACEMENT COST COVERAGE CHANGE HIGHLIGHTS

## OVERVIEW

---

The Replacement Cost Endorsement is attached to your automobile policy and amends Section 7 'Loss or Damage Coverages' of the policy to remove our right to deduct depreciation in the event of a loss.

Coverage under this endorsement has been amended as follows:

We will pay:

- the cost to repair the automobile with material of like kind and quality
- In the event of constructive or total loss:
  - the cost of replacing the automobile with a new automobile of the same make and model, similarly, equipped if you are the original purchaser and the automobile was new at the time of delivery;
  - the actual price paid by you for the automobile and its equipment or actual cash value whichever is greater:
    - i) if the automobile was not new at the time of purchase, or
    - ii) if you are not the original purchaser, or
  - for fire trucks over 20 years but not exceeding 25 years, the actual price paid by you for the automobile and its equipment or actual cash value whichever is greater.

The following conditions apply:

- coverage only applies to owned light and heavy commercial automobiles, licensed contractor equipment and trailers that are 20 years old or newer and for fire trucks over 20 years but not exceeding 25 years as stipulated above
- coverage does not apply to any automobiles branded rebuilt
- coverage does not apply to any automobiles insured on an agreed value basis

## Important Information

- Replacement cost Coverage is no longer available for Private Passenger Vehicles and Miscellaneous Vehicles
- Please refer to the endorsement wording for complete details of coverage.
- When providing us with details of additional or substituted vehicles, please advise us of the purchase price and whether the vehicle was purchased new or used.

---

The information in this notice is intended for information purposes only. For full details with respect to coverage, exclusions, conditions and limitations refer to the policy wordings. While coverage may be quoted, once a policy is issued coverage is only applicable if shown on Declaration Page or Schedule of Coverage.

---

# 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. Refer to Automobile Replacement Cost Coverage Change Highlights page for details on Replacement Cost Coverage.

## 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".

The information in this notice is intended for informational purposes only. For full details with respect to coverage, exclusions, conditions and limitations refer to the policy wordings. While coverage may be quoted, once a policy is issued coverage is only applicable if shown on Declaration Page or Schedule of Coverage.

# 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.

The information in this notice is intended for informational purposes only. For full details with respect to coverage, exclusions, conditions and limitations refer to the policy wordings. While coverage may be quoted, once a policy is issued coverage is only applicable if shown on Declaration Page or Schedule of Coverage.

# CRIME COVERAGE OPTIONS

## **EXTORTION COVERAGE (THREATS TO PERSONS AND THREATS TO PROPERTY)**

---

Coverage for both 'Threats to a Person' and 'Threats to Property' are sold together with a separate limit of insurance applying to each.

### **Threats to Person:**

- Coverage responds when a threat is communicated to the Insured to do bodily harm to a director, officer or partner of the Insured (or a relative) when these persons are being held captive and the captivity has taken place within Canada or the U.S.A.

### **Threats to Property:**

- Coverage responds when a threat is communicated to the Insured to do damage to the premises or to property of the Insured is located in Canada or the U.S.A.

## **PENSION OR EMPLOYEE BENEFIT PLAN COVERAGE**

---

Coverage is for loss resulting directly from a dishonest or fraudulent act committed by a fiduciary (a person who holds a position of trust) in administering a pension or employee benefit plan. Coverage is provided whether the fiduciary is acting alone or in collusion with others. Fiduciary relationships may be created by statute however; individuals may also be deemed fiduciaries under common law.

## **RESIDENTIAL TRUST FUND COVERAGE (FOR SELECT CLASSES OF BUSINESS ONLY)**

---

- Covers loss of property (money, securities or other property) belonging to a resident when it is held in trust by a residential facility. Coverage is for loss directly attributable to fraudulent act(s) committed by an employee of the facility whether the employee was acting alone or in collusion with others.
- A residential facility comprises a wide range of facilities and includes any residential facility operated for the purpose of supervisory, personal or nursing care for residents.
- Coverage stipulates that the 'resident' must be a person who is unable to care for themselves (this could be due to age, infirmity, mental or physical disability).
- When a resident is legally related to the operator of the residential facility, coverage is specifically excluded.

## **CREDIT CARD COVERAGE**

---

Coverage is for loss from a third party altering or forging a written instruction in connection with a corporate credit card issued to an employee, officer or partner.

## **CLIENT COVERAGE (THIRD PARTY BOND)**

---

Coverage is extended to provide for theft of a clients' property by an employee (or employees) of the Insured.

## **FRAUDULENTLY INDUCED TRANSFER COVERAGE**

---

Coverage is provided when an Insured under the policy has been intentionally misled 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.

The information in this notice is intended for informational purposes only. For full details with respect to coverage, exclusions, conditions and limitations refer to the policy wordings. While coverage may be quoted, once a policy is issued coverage is only applicable if shown on Declaration Page or Schedule of Coverage.

# 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 and Insured claims.
- When a Critical Illness benefit is paid to an Insured Person, they are no longer insurable and coverage ceases.

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

## 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.

The information in this notice is intended for informational purposes only. For full details with respect to coverage, exclusions, conditions and limitations refer to the policy wordings. While coverage may be quoted, once a policy is issued coverage is only applicable if shown on Declaration Page or Schedule of Coverage.

# VOLUNTEERS' ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGE HIGHLIGHTS

## AD&D AND PARALYSIS LIMITS

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

## WEEKLY INDEMNITY

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†
Podiatrist/Chiropodist	Splints†
Osteopath	Trusses†
Physiotherapist	Braces (excludes dental braces)†
Psychologist	Casts†
Registered or Practical Nurse	Oxygen Equipment – Iron Lung
Trained Attendant or Nursing Assistant‡	Rental of Wheelchair
Transportation to nearest hospital†	Rental of Hospital Bed
Prescription drugs or Pharmaceutical supplies‡	Blood or Blood Plasma‡
Services of Physician or Surgeon outside of the province	Semi Private or Private hospital room‡

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

## DENTAL EXPENSES

Dental Expenses	\$5,000
-----------------	---------

## 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
--	----------

## 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
---	----------

## 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'.

The information in this notice is intended for informational purposes only. For full details with respect to coverage, exclusions, conditions and limitations refer to the policy wordings. While coverage may be quoted, once a policy is issued coverage is only applicable if shown on Declaration Page or Schedule of Coverage.

# REMOTELY PILOTED AIRCRAFT SYSTEMS (UAV) COVERAGE HIGHLIGHTS

## OVERVIEW

---

- Transport Canada is responsible for regulating UAV's. Their terminology for UAV's (Unmanned Aerial Vehicles) has changed and these are now considered to be Remotely Piloted Aircraft Systems (RPAS) rather than UAV's (Unmanned Aerial Vehicles). Regulations regarding operator licensing has also changed.
- Liability or property policies can be enhanced with endorsements to cover Remotely Piloted Aircraft Systems (RPAS) or UAV's. Coverage may be available when operators are in compliance with current regulations. Coverage offered is intended to close the gap in liability and property insurance because of aviation exclusions.

## PROPERTY COVERAGE

---

- Property: (Optional Coverage)
- All Risk Coverage for the Remotely Piloted Aircraft Systems (RPAS) including all permanently attached equipment and Ground or Operating Equipment (including any detachable equipment such as cameras etc).
- Coverage includes electrical and mechanical breakdown.
- Basis of settlement options include: Replacement Cost, Valued Amount or Actual Cash Value.
- **In addition to the standard exclusions within the Property All Risk Wording, the following exclusions also apply:**
- Those used for military purposes, personal or recreational use.
- Those being rented to, leased to or lent to others.
- Mysterious disappearance after commencement of a flight unless Remotely Piloted Aircraft Systems - RPAS (UAV) remains unrecovered for 30 days.
- If they are not in compliance with the manufacturer's specifications (e.g. the weight payload) is exceeded, when operated in wind at a higher speed than recommended etc.).
- Remotely Piloted Aircraft Systems - RPAS (UAV's) must not exceed 500 meters in altitude or the range of 1km from the operator.
- Hijacking or unauthorized control of the Remotely Piloted Aircraft Systems -RPAS (UAV) or Equipment.
- Failure to comply with any statute, permit, rule, regulation or any requirement for qualification to operate the Remotely Piloted Aircraft Systems - RPAS (UAV) or the equipment.

## LIABILITY COVERAGE

---

- While Transport Canada mandates a minimum amount of insurance (\$100,000), coverage will follow the liability limit up to \$15,000,000. Higher limits may be available.
- We will extend liability to Remotely Piloted Aircraft Systems (RPAS).
- Having a range of up to a maximum of 1km from the operator.
- With an altitude of 500 metres or less.
- Operators meeting all Transport Canada regulations.
- Not being used for military purposes, personal or recreational use.

## IMPORTANT INFORMATION

---

While our endorsements are primarily designed to offer coverage for Remotely Piloted Aircraft Systems - RPAS (UAV's) 25kg or less, we may be able to offer coverage for those falling outside of these parameters through our general aviation market.

The information in this notice is intended for informational purposes only. For full details with respect to coverage, exclusions, conditions and limitations refer to the policy wordings. While coverage may be quoted, once a policy is issued coverage is only applicable if shown on Declaration Page or Schedule of Coverage.

# ACTIVE ASSAILANT AND ASSOCIATED COVERAGE

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

ACTIVE ASSAILANT EVENT INSURANCE	A CHEMICAL, BIOLOGICAL, RADIOLOGICAL AND NUCLEAR (CBRN) 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 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 use of Chemical, Biological, Radiological And Nuclear (CBRN) weapons is a growing concern worldwide. Deployment of these weapons would have a 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.
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:	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
<ul style="list-style-type: none"><li>• Public Relations Expenses</li><li>• Relocation Expenses (for the Insured or Employee of the Insured)</li><li>• Counselling Expenses (for the Insured and Family Members)</li><li>• Medical Expenses</li><li>• Job Retraining Expenses (for Employees)</li><li>• Employee Recruitment Expenses (for the Insured)</li><li>• Security Expenses (expenses for a security consultant)</li></ul>	
<b>Maximum Limits:</b> <b>\$10,000,000 any one occurrence and in the aggregate</b>	<b>Maximum Limits:</b> <b>\$25,000,000 any one occurrence and in the aggregate</b>
TERRORISM PROPERTY INSURANCE	TERRORISM LIABILITY 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.	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 because these exposures are usually excluded under liability policies.
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.	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.
Coverage is very broad and uniquely tailored. This policy provides Physical Loss or Damage and Business Interruption caused by Acts of Terrorism or Acts of Sabotage.	
<b>Maximum Limits:</b> <b>\$50,000,000 any one occurrence and in the aggregate</b>	<b>Maximum Limits:</b> <b>\$25,000,000 any one occurrence and in the aggregate</b>

The information in this notice is intended for informational purposes only. For full details with respect to coverage, exclusions, conditions and limitations refer to the policy wordings. While coverage may be quoted, once a policy is issued coverage is only applicable if shown on Declaration Page or Schedule of Coverage.