



**EASTERN CHARLOTTE  
TENDER 2024-09  
MUNICIPAL INSURANCE**

**CLOSING DATE: OCTOBER 15, 2024**

Sealed tenders properly marked as to contents addressed to the undersigned will be received until **2:00 pm, local time, Friday, October 15, 2024:**

**Jason N. Gaudet, CAO  
Eastern Charlotte  
1 School Street  
St. George, NB E5C 3N2**

Public Opening of this tender will take place on **October 15, 2024, at 2:00 pm at 1 School Street, St. George, New Brunswick.**

It is understood by the undersigned that the right is reserved by Eastern Charlotte to reject any and all bids, and to accept any bid deemed to be in the Municipality's best interest.

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Name (print): \_\_\_\_\_

Signature: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

## **GOALS AND OBJECTIVES**

The municipality of Eastern Charlotte is committed to finding the best value for the rate payers of its community. Annual increases in insurance coverage for the Municipality have become a growing concern for the total percentage of the Municipality's annual budget.

The goal of this tender is to provide insurance coverage for the municipality in terms of coverage of liability and coverage on its assets such as buildings and vehicles. The term is for the 2025 year with the option to renew the proposal over the next four (4) years (up to and including 2029).

The municipality of Eastern Charlotte only invites respondents who are established insurance brokers or providers.

**TITLE: EASTERN CHARLOTTE  
TENDER 2024-09  
MUNICIPAL INSURANCE**

Tender proposals will be received at the Municipal Office, 1 School Street, St. George, NB. Canada, E5C 3N2 until **1:59 PM** local time on **October 15, 2024**. Proposals will be binding for 90 days unless otherwise specified. All proposals submitted shall be irrevocable for 90 calendar days following the opening date unless the respondent(s), upon request of the CAO, agrees to an extension.

DOCUMENT VERISON: 1.0  
AMENDMENTS: Nil.

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## **1. GENERAL TERMS AND CONDITIONS**

Part 1 of this Tender document sets out a Summary of Requirements and outlines the General Terms and Conditions.

- The municipality of Eastern Charlotte shall hereby be referred to as the “Municipality” throughout this document.
- Proposal may mean “the Tender” or the tender bid throughout this document.

### **1.1 PURPOSE**

The Municipality is in the process of selecting an Insurance Broker to provide insurance and risk management services in the areas contained within this Tender. This tender will follow the Public Purchasing Act of NB.

Through this Tender, the Municipality seeks to:

- Specify the terms and conditions that would govern any resulting policy
- Select the successful proponent, if any.

This Tender states the instructions for submitting proposals, and the procedures and criteria by which the successful proponent will be selected.

### **1.2 PROPOSAL SUBMISSIONS**

The proposal is to be submitted in a sealed envelope clearly marked with the proposal name and tender document number to the Municipality on or before the closing date and time. Proponents must submit THREE (3) complete submissions. Your proposal must be written in ink or type written. Erasure, overwriting or strike-outs must be initiated by the person signing on behalf of the proponent.

Fax or E-Mails proposals are not acceptable.

Proposals shall not be accepted after the closing date and/or time. Proponents shall not make modifications to their Proposals after the closing date and/or time.

All proposals shall become the property of the Municipality.

It is the responsibility of each proponent to submit all required documents as outlined in this Proposal. Failure to quote on all options set out may disqualify your proposal.

### **1.3 IRREVOCABLE OFFER**

The proponent hereby acknowledges that offers contained within your response to this Proposal shall remain open for acceptance by the Municipality for a period of not less than sixty (60) days from the closing date of this Tender.

#### 1.4 PROPOSAL COSTS

The Municipality is not liable for any costs incurred by Brokers or Insurers in preparing responses to this Tender or for any work performed prior to official appointment by the Municipality.

#### 1.5 MUNICIPAL CONTACT FOR TENDER

It shall be the proponent's responsibility to clarify any points in question with the Municipality prior to submitting the proposal. Responses to inquiries will be forwarded to all proponents. Inquiries should be directed to:

<b>Name</b>	<b>Jason N. Gaudet, CAO</b>
<b>Address</b>	<b>1 School Street, St. George, NB E5C 3N2</b>
<b>Telephone</b>	<b>755-4320</b>
<b>Fax</b>	<b>755-4329</b>
<b>Email</b>	<b><u><a href="mailto:jason.gaudet@easterncharlotte.ca">jason.gaudet@easterncharlotte.ca</a></u></b>

If a proponent discovers any inconsistency, discrepancy, ambiguity, error, or omission in this Tender, it must notify the Municipality immediately in writing.

Any revision to this Tender will be issued as an addendum to all proponents.

#### 1.6 SCHEDULE OF EVENTS

The following schedule is provided for planning purposes only. The Municipality may alter this schedule at any time and accepts no responsibility for adherence to this schedule:

- a. Issue of Tender – Friday, September 27, 2024
- b. Closing Date/Opening of Tender – Tuesday, October 15, 2024 @ 2:00 pm
- c. Proponent Selected – estimated to be at Regular Meeting of Council on October 16, 2024

#### 1.7 OPENING

Proposals/bids will be received at the Municipal Office as previously noted.

Three (3) copies of your proposal must be received by the municipality of Eastern Charlotte no later than 2:00pm local time, October 15, 2024.

Proposals will be signed by an official authorized to bind the Brokers and Insurers and will provide the name(s), title(s), address(es) and telephone number of the individual(s) to be contacted if needed.

#### 1.8 SELECTION PROCESS

The Municipality will not necessarily accept the lowest price or any proposal. Any implication that the lowest price or any proposal will be accepted is hereby expressly negated.

**Selection**

The General Insurance and Risk Management Services Program will be selected based upon evaluation criteria developed by the Municipality which in its sole discretion will determine the manner in which each response to this Tender meets the evaluation criteria.

**Evaluation Criteria**

Each response to this Tender will be evaluated by the Municipality to determine the degree to which it responds to the requirements as set out. Because this is a Tender, other factors in addition to price will be considered when submissions are evaluated. Factors to be considered will include, but not necessarily be limited to:

**Completeness of submission and project appreciation. (20 Points)**

- Responsiveness to the tender requirements as demonstrated by the proponent's ability to provide all of the coverage specified as well as all other details requested in this tender document. The proposal will be awarded to one firm only.

**Experience (25 points)**

- The proponent's proven ability to implement and administer the Municipality's general insurance program.
- The Insurer's experience in providing insurance to municipalities.

**Services Offered (5 points)**

- Risk Management Services.
- Claims Management Services, including evidence of how the proponent links claims analysis to their risk management advisory services.
- On site meetings as requested

**Proponent's Financial Statements/Stability (5 points)**

- The Insurer's and Broker's financial strength and long-term viability, including financial statements of Main Insurers.
- Broker and Insured both licensed in the Province of New Brunswick

**Price (30 points)**

- Cost will be a factor and will be evaluated with reference to the lowest presented bid that, in the opinion of the Municipality, meets or exceeds the risk requirements presented in the tender. Cost, while an important factor, will not be the only factor to be considered. Cost will be based annually.

**Future Price Adjustments (15 points)**

- Bidder stipulates conditions relating to future price adjustments which will be evaluated based on:
  - a. Costs related to increase in Insurance base (additions, alterations and repairs, New Generation coverage and Inflation protection).
  - b. Length of time the company is prepared to lock in price subject to increased risk over specified limits.

Brokers and Insurance companies are advised that proposals will be evaluated solely on the basis of information submitted in accordance with this Tender.

### **1.9 REJECTION OF PROPOSALS**

The municipality of Eastern Charlotte reserves the right to reject any and/or all proposals received. The Municipality is not under any obligation to award a contract and reserves the right to terminate the Tender at any time for any reason, and to withdraw from discussions with all or any of the proponents who have responded. The receipt and opening of a proposal do not constitute acceptance of any proposal.

### **1.10 CONFIDENTIALITY**

The Municipality and the proponent agree that the content of each response to this Proposal will be held in the strictest confidence, and details of any response will not be discussed with any other party. By submitting a response to this Proposal, each proponent, broker and insurer agrees not to disclose this information at any time. Only information subject to the Freedom of Information and Privacy Act may be disclosed. The Municipality agrees to notify the proponent should a request for information be received.

### **1.11 TERM OF AGREEMENT**

The successful proponent will provide services to and arrange insurance for the Municipality for an initial 1-year period, from January 1, 2025 to January 1, 2026. Based on performance, service, and reasonable rates, an option to renew the proposal over the proceeding (4) four-years may be granted by the Municipality.

### **1.12 CLAIMS ADJUSTER**

The Municipality, together with the Insurer, may appoint an independent adjuster to handle all or any of the claims.

### **1.13 COVERAGE**

Details of the Municipality's required coverage and deductibles are set out in the Coverage Specifications Section. The following highlights some of the key requirements:

**Subscription Identification:** If more than one Insurer is proposed for a selected coverage, each Insurer and percentage of subscription is to be identified for each class of insurance and the proponent must warrant that all subscriptions are firm authorizations.

**Wordings:** Insurers may quote in their own wordings as long as all conditions are met by the wordings. The Municipality will require that original specimen wordings must accompany the proposal showing all Terms, Conditions and Exclusions. It is mandatory that deviations from the coverage requested be outlined in full in a separate section, marked "Deviations".

**Claims Made:** The Public Officials Liability, Errors and Omissions Liability and the Environmental Liability policies are to be written on a claim made form.

**Assignment/Transfer:** The successful proponent will not assign or transfer any portion of the tender submitted and subsequently accepted without receiving prior approval to do so by the Municipality.

**Coverage:** At any time of this Agreement the Municipality reserves the right to increase coverage for insurance purposes, or to add additional items to the respective policies or to increase or decrease deductibles, all of which would be subject to increases/decreases to premium costs.

If coverage exceeds those set out in the “Coverage Specifications”, Section 3.0 to 3.11, proponents must include a separate Recommendations section to their submission outlining enhancements and costs associated.

#### **1.14 RESERVATION OF RIGHT**

Proponents will not have the right to change the conditions, terms or prices of the proposal once the Tender has closed.

#### **1.15 GOVERNING LAW**

Any contract resulting from this Tender shall be governed by and interpreted in accordance with the laws of the Province of New Brunswick.

#### **1.16 CANCELLATION**

Municipality requires sixty (60) days written notice prior to annual renewal date of Insurance for notice of non-renewal/cancellation by Insurer.



## **2. SERVICE REQUIREMENTS**

Please provide responses to the following in the order presented.

### **2.1 PROPONENT/BROKERAGE RESPONSIBILITIES**

Brokers and Insurers must provide evidence of long-term strength and viability, flexibility to react to the changing insurance needs of the Municipality but have the ability to anticipate the Municipality's needs and respond with innovative solutions. Brokers must have access to appropriate insurance markets.

Each Insurer is asked to provide evidence of long-term financial strength and viability including:

- Financial statements
- AM Best rating
- Confirmation of License in the Province of New Brunswick.

Please provide evidence your organization is licensed and in good standing to operate as an insurance broker in the Province of New Brunswick.

Brokers and insurers must provide evidence of municipal experience including your familiarity with operations and associated risks as well as demonstrated comprehensive knowledge of legislation governing municipal operations.

Outline the Account Management team you propose to assemble to service the needs of the Municipality including the qualifications and functions of each team member. Include the locations of the proposed servicing office and methods by which the Municipality will be able to interact with the proposed servicing office.

Provide a list of current municipal clients of similar size, exposures and scope of operations to the Corporation of the municipality of Eastern Charlotte in your proposal. Please include a list of three (3) references including contact names, addresses and phone numbers.

### **2.2 RISK MANAGEMENT SERVICES**

The Municipality is interested in receiving information on new and innovative ways to manage its risks and insurance requirements during the policy period.

Include in your response an overview of the Risk Management Services (including seminars and training) that you have provided to your municipal clients of a similar size and scope of operations as the Corporation of the municipality of Eastern Charlotte within the last three (3) years.

Information should be included in your proposal regarding any advisory services which are included in the premium, and those which are provided on a fee for service basis.

**2.3 CLAIMS MANAGEMENT SERVICES**

Please describe in detail how claims for the Municipality will be handled. Provide an overview of the Claims Management Program that your organization would use. Outline the claim/incident reporting procedure(s) that would be implemented to standardize this process in a multi-site operation.

Discuss the use of adjusters, legal representatives, investigation and settlements.

### **3. COVERAGE SPECIFICATIONS**

Coverage requirements for policies are outlined on the following pages:

- Municipal General Liability Insurance (Occurrence Form)
- Follow Form Excess Liability
- Public Officials Liability and Errors and Omissions Liability Insurance
- Non-Owned Automobile Insurance
- Environmental Liability Insurance
- Crime Insurance
- Property Insurance
- Boiler and Machinery Insurance
- Municipal Official's Accident
- Automobile Fleet Insurance

### 3.1 MUNICIPAL GENERAL LIABILITY INSURANCE (OCCURRENCE FORM)

1. NAMED INSURED:  
Eastern Charlotte
2. DESCRIPTION:  
Insures all operations, properties and land of the Municipality against claims arising from bodily injury, property damage, and personal injury.
3. LIMITS OF PROTECTION PER OCCURRENCE:  
\$ 5,000,000 per occurrence  
\$ 10,000,000 any one liability claim annual aggregate OF \$10,000,000  
  
\$ 250,000 Wrongful Dismissal (legal expense) Limit per claim.  
\$ 250,000 Annual Aggregate Limit.
4. DEDUCTIBLE:  
\$ 5,000 Third Party Claims Deductible (including expenses):  
\$ 5,000 Sewer Backup Deductible (including expenses):  
\$ 5,000 Wrongful Dismissal Deductible
5. POLICY COVERAGE AND CONDITIONS:
  - Bodily injury, property damage and personal injury and professional liability
  - Separate limit of liability
  - Broad definition of insured applies, including Mayor, Councilors, Employees, Statutory Officers, Firefighters, Volunteers, Boards, Commissions and Committees.
  - Cross Liability included
  - Employers' Liability
  - Contractual Liability
  - Liquor Liability
  - Products Liability
  - Malpractice Liability
  - Blanket Tenants' Legal Liability
  - No exclusion for sexual, physical or mental abuse
  - Coverage applies Worldwide
  - Medical Malpractice
  - Watercraft Liability
6. ATTACH SPECIMEN COPY OF PROPOSED POLICY
7. LIST EXCLUSIONS

### 3.2 FOLLOW FORM EXCESS LIABILITY

1. NAMED INSURED:

Eastern Charlotte

2. DESCRIPTION:

Insures against claims covered by the policies listed below:

- Municipal General Liability
- Public Officials, Errors & Omission Liability
- Municipal Employee Benefits Liability
- Owned Automobile
- Non-Owned Automobile
- Tenants Legal Liability
- Marine Liability/ if applicable

3. LIMITS OF PROTECTION PER CLAIM:

\$45,000,000 excess of the underlying \$5,000,000 limits for the following:

- Municipal General Liability
- Public Officials, Errors & Omission Liability
- Municipal Employee Benefits Liability
- Owned Automobile
- Non-Owned Automobile
- Tenants Legal Liability
- Marine Liability/ if applicable

4. DEDUCTIBLE: Nil

5. ATTACH SPECIMEN COPY OF PROPOSED POLICY

6. LIST EXCLUSIONS

### **3.3 PUBLIC OFFICIALS/ERRORS AND OMISSIONS LIABILITY INSURANCE (CLAIMS MADE POLICY)**

1. NAMED INSURED:  
Eastern Charlotte
2. DESCRIPTION:  
Insures the Municipality for claims arising from an error, omission, misleading statement or neglect or breach of duty.
3. LIMITS OF PROTECTION PER CLAIM:  
\$ 5,000,000 any one claim  
\$ 5,000,000 annual aggregates
4. DEDUCTIBLE, INCLUDING EXPENSES:  
\$ 5,000
5. POLICY COVERAGE AND CONDITIONS:
  - Broad form definition of Insured applies including Mayor, Councilors, Employees, Statutory Officers, Firefighters, Volunteers, Boards, Commissions and Committees.
  - Separate Limit of Liability applies.
  - Administration of Employee Benefits Programs included to the full policy limit
  - Coverage applies Worldwide.
  - Legal Expense
6. Legal Expense \$100,000 with 250,000 Aggregate
7. ATTACH SPECIMEN COPY OF PROPOSED POLICY
8. LIST EXCLUSIONS

### 3.4 NON-OWNED AUTOMOBILE INSURANCE

1. NAMED INSURED:

Eastern Charlotte

2. DESCRIPTION:

Provides legal liability protection against claims arising out of accidents involving vehicles not owned by the municipality but operated on their behalf.

3. LIMITS OF PROTECTION PER CLAIM:

\$ 5,000,000 any one liability claim, with no annual aggregate  
\$ 250,000 Legal Liability for Non-owned Vehicles (S.E.F. No. 94)  
All Perils Physical Damage

4. DEDUCTIBLE:

\$ 1,000

5. POLICY COVERAGE AND CONDITIONS:

- Main coverage is as per S.P.F. No. 6 – Non-Owned Automobile Policy
- Comprehensive form.
- Separate limit of liability applies
- Coverage is extended to provide excess automobile liability insurance, to the policy limit, for Mayor, Councillors, Board Members, Officers, Employees and Volunteers for claims arising while driving their own vehicles on municipal business.
- Physical damage coverage is provided for the municipality's contractual and legal liability for damage to vehicles not owned by the corporation or any other insured.

6. ATTACH SPECIMEN COPY OF PROPOSED POLICY

7. LIST EXCLUSIONS

### **3.5 ENVIRONMENTAL LIABILITY INSURANCE (CLAIMS MADE POLICY)**

1. NAMED INSURED:  
Eastern Charlotte
2. DESCRIPTION:  
Protects the municipality from environmental liability for claims because of bodily injury, property damage and the prevention, control, repair, clean-up or restoration of environmental impairment.
3. LIMIT OF PROTECTION PER CLAIM:  
\$ 5,000,000 any one liability claim  
\$ 5,000,000 annual aggregates
4. SELF-INSURED RETENTION  
\$ 5,000
5. POLICY COVERAGE AND CONDITIONS:
  - Broad form definition of Insured applies, including Mayor, Councilors, Employees, Statutory Officers, Firefighters, Volunteers, Boards, Commissions and Committees.
  - Broad definition of Environmental Impairment applies.
  - Coverage is included for sudden and accidental events and for liability resulting from events that occur gradually and over a period of time.
  - Separate limits of liability apply specifically to this coverage.
  - Coverage is included for liability arising out of the escape of contaminants from properties previously owned, leased or operated by the municipality.
  - Coverage is included for impairment caused by owned watercraft.
  - Coverage applies worldwide.
  - No exclusion for landfill sites, open or closed.
  - No exclusion for fuel tanks, above or underground.
6. ATTACH SPECIMEN COPY OF PROPOSED POLICY
7. LIST EXCLUSIONS



### 3.6 CRIME INSURANCE

1. NAMED INSURED:

Eastern Charlotte

2. DESCRIPTION:

Provides protection to the municipality for the loss of money, securities and other property through the fraudulent or dishonest acts of employees and others.

3. LIMITS OF PROTECTION:

Blanket Position Bond	\$	1,000,000
Money and Securities – Blanket any Location	\$	200,000
Audit Expense	\$	200,000
Computer Fraud or Funds Transfer Fraud	\$	200,000

4. DEDUCTIBLE:

On All Cover - Nil

5. POLICY COVERAGE AND CONDITIONS:

- Coverage to be provided on a Commercial Blanket Bond package, and may include:
  - Employee dishonesty
  - Loss of money and securities
  - Money order and counterfeit paper currency
  - Depositors' forgery
- Audit expense coverage to be in addition to overall bond limit, subject to maximum amount specified
- Employee is extended to include all persons holding positions in the municipality's service who are not compensated, and includes members of Council, members of all Boards, Commissions and Committees appointed by and under Council's jurisdiction.
- Definition of "messenger" is extended to include persons not compensated
- None of the cover is to include a deductible nor a minimum loss wording

6. ATTACH SPECIMEN COPY OF PROPOSED POLICY

7. LIST EXCLUSIONS

### 3.7 PROPERTY INSURANCE (INCLUDING DATA PROCESSING INSURANCE)

1. NAMED INSURED:

Eastern Charlotte

2. DESCRIPTION:

Insures the municipality's buildings, contents and equipment or other property for which the municipality is legally liable or has agreed in advance to insure, for damage caused by "All Risks" of direct physical loss or damage.

3. LIMITS OF INSURANCE:

Total Sum Insured	\$	13,375,692
Valuable Papers	\$	500,000
Accounts Receivable (other than Data Processing)	\$	500,000
Extra Expense (other than Data Processing)	\$	500,000
Business Interruption:		
Rent or Rental Value Form	\$	500,000
Fine Arts	\$	50,000
Data Processing:		
Systems and Equipment	\$	58,710
Media	\$	10,000
Extra Expense	\$	500,000
Flood Deductible	\$	100,000
Earthquake Deductible 3% of total loss or \$100,000 minimum		

4. DEDUCTIBLE: \$ 2,500

**Note: Property Insured (See list of properties in Exhibit "A" attached)**

5. POLICY COVERAGE AND CONDITIONS:

- Broad Definition of property insured
- No co-insurance clause
- Replacement cost coverage provided
- Worldwide coverage included
- Replacement on same site not required
- No restriction on property in transit and coverage is provided to policy limit
- Newly acquired property is automatically included with no limit other than the policy limit
- Sewer back-up coverage included
- By-law coverage included to the policy limit
- Permission is granted: to make additions, alternations and repairs; for property to remain vacant or unoccupied; to keep and use materials as usual and necessary to the Insured's business.
- Debris removal (including Environmental/Pollution Clean-up) included to policy limit
- 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.
- One deductible applies should there be a loss involving both the property and boiler and machinery insurance policies

6. ATTACH SPECIMEN COPY OF PROPOSED POLICY

7. LIST EXCLUSIONS

### 3.8 BOILER AND MACHINERY INSURANCE (EQUIPMENT BREAKDOWN)

1. NAMED INSURED:

Eastern Charlotte

2. DESCRIPTION:

Objects Insured.

- "A" Any boiler, any fired vessel, any metal unrefined vessel subject to a vacuum or internal pressure, other than static pressure of contents, any refrigerating system, or any piping and its accessory equipment and including any boiler or pressure vessel mounted on mobile equipment.
- "B" Any mechanical or electrical machine or electrical apparatus used for the generation, transmission or utilization of mechanical or electrical power. This includes transformers, bus structures, miscellaneous electrical apparatus, motors, compressors, pumps, air conditioning units, etc. as well as communication equipment.

3. LIMITS PER ACCIDENT - COMPREHENSIVE: \$ 15,000,000

Special Extensions to Be Included:

Extra Expense	\$	500,000
Water Damage	\$	500,000
Ammonia Contamination	\$	500,000
Expediting Expenses		Included
Hazardous Substance (including PCB Contamination)	\$	500,000
Spoilage – Goods under Refrigeration	\$	50,000
Professional Fees	\$	500,000
Data and Media	\$	10,000
By-Law Cover		Included
Errors or Omissions	\$	100,000

Computer Control Equipment – coverage is provided for the breakdown of equipment whenever it is used solely to control or operate an insured object.

Provides sudden and accidental breakdown to production machinery.

4. DEDUCTIBLES:

Mechanical and Electrical Objects	\$	5,000
All Other Insurable Objects	\$	1,000

5. POLICY COVERAGE AND CONDITIONS:

- Comprehensive Blanket coverage provided
- Broad definition of Object, includes communication equipment and production machinery
- Settlement is based on repair or replacement costs (no depreciation factor)
- Broad definition of Accident applies
- New locations and newly installed objects are automatically included
- One deductible applies should there be a loss involving both the boiler and machinery and property insurance policies

6. LOCATIONS: All locations excluding unlisted sub-stations

7. ATTACH SPECIMEN COPY OF PROPOSED POLICY

### 3.9 MUNICIPAL OFFICIAL'S ACCIDENT

1. NAMED INSURED:  
Eastern Charlotte
  
2. DESCRIPTION:  
Insured persons under the age of 80 years who suffer bodily injury as a result of an accident. The policy may apply on either a "While on Municipal Business, including Travel" basis or a "24-Hour" basis, except Weekly Accident Indemnity, which applies only while traveling on business of the Public Sector Entity. Insures 7 Council Members.
  
3. PRINCIPAL SUM:  
\$ 250,000
  
4. BASIC COVERAGE:  
24 HOURS
  
5. COVERAGE APPLIES TO:  
7 Council Members
  
6. ATTACH SPECIMEN COPY OF PROPOSED POLICY
  
7. LIST EXCLUSIONS

### 3.10 AUTOMOBILE FLEET INSURANCE

1. NAMED INSURED:

Eastern Charlotte

2. DESCRIPTION:

This policy provides protection for all claims arising out of the use or operation of licensed automobiles owned or leased by the municipality. Coverage is provided as per the Standard Automobile Policy.

3. LIMITS OF PROTECTION PER CLAIM:

\$ 5,000,000 Liability Limit  
All Perils Coverage

4. DEDUCTIBLES:

No Physical Damage (As per Exhibit B Attached)  
All Perils applies to: \$ 2,500.

**Note: Owned Vehicles (See list of vehicles in Exhibit "B" attached)**

5. POLICY COVERAGE AND CONDITIONS:

- Coverage provided for liability, accident benefits, uninsured automobile, and direct compensation (property damage)
- Coverage is automatically extended to include:
  - Newly acquired vehicles,
  - Inappropriately licensed drivers,
  - Permission to carry explosives and Radioactive materials,
  - Drive Government Vehicles,
  - Permission to rent or lease,
  - Loss of Use Endorsement
  - Damage caused by freezing of Fire-Fighting Apparatus, and
  - Permission to carry passengers for compensation.
- Replacement cost to provide repairs or replacement of vehicles with no deduction for depreciation
- Guaranteed Amount coverage can be provided on specified vehicles. Repairs or replacement will be undertaken without deduction for depreciation up to the Guaranteed Amount shown on the automobile schedule attached to the policy.
- Valued coverage can be provided on specified vehicles, usually those that are obsolete, would not be replaced, or would be replaced with a used vehicle.
- Actual cash value coverage can be provided on specified vehicles
- 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.

**Note: See attached List of Endorsements to be Included**

6. ATTACH SPECIMEN COPY OF PROPOSED POLICY

7. LIST EXCLUSIONS

### 3.11 SCHEDULE OF ENDORSEMENTS

FORM	DESCRIPTION	SUB LIMIT	CONDITIONS	DEDUCTIBLE
<b>NBEF 3</b>	Drive Government Automobiles	\$50,000		
<b>NBEF 4a</b>	Permission to Carry Explosives			
<b>NBEF 4B</b>	Permission to Carry Radioactive Material			
<b>NBEF 5</b>	Permission to Rent or Lease (Specified Lessee)			
<b>NBEF 6a</b>	Permission to Carry Passengers For Compensation			
<b>NBEF 20</b>	Loss of Use Endorsement	No Limit per day, \$1,000 per occurrence	PPV & LCV Only	
<b>SEF 21B</b>	Blanket Basis Fleet Endorsement		As per attached endorsement	
<b>ASEF 38</b>	Increased Limit, Automobile Sound And Electronic Communication Equipment		All Units	
<b>NBEF 40</b>	Fire and Theft Deductible		All Units	
<b>NBEF 43R</b>	Limited Waiver of Depreciation Endorsement		24 months	
<b>NBEF 43R (L)</b>	Limited Waiver of Depreciation (Specified Lessee) Endorsement		24 months	
<b>NBEF 44</b>	Family Protection Endorsement			
	Inappropriately Licensed Driver Coverage			
	Replacement Cost			
	Fire Equipment Apparatus Endorsement			

\*For automobiles registered in provinces or territories other than New Brunswick, the appropriate provincial or territorial policy form will apply

### 3.12 SUMMARY OF COVERAGE

Coverage Description	Limits and Deductibles	Premium
<b>MUNICIPAL GENERAL LIABILITY</b>		Included
Bodily Injury and Property Damage Limit of Liability		
Deductible – All Losses (including Expenses) Except Sewer Back Up	\$5,000,000 per occurrence	
Deductible – Sewer Back Up (including Expenses)	\$5,000 per occurrence	
Personal Injury Limit of Liability	\$5,000 per claimant \$5,000,000 per occurrence	
Deductible (including expenses)	\$5,000 per occurrence	
Tenants Legal Limit of Liability	\$5,000,000 per occurrence	
Deductible (including expenses)	\$5,000 per occurrence	
Forest Fire Expense Limit of Liability	\$5,000 per occurrence	
Deductible (including expenses)	\$5,000 per occurrence	
Medical Payments Limit of Liability	\$25,000 per accident	
Deductible (including expenses)	\$2,500 per accident	
Voluntary Compensation Limit of Liability	See Policy Wordings – Schedule of Benefits	
Deductible (including expenses)	\$NIL	
Subject to:	\$5,000,000 Products-Completed Operations Hazard Aggregate Limit \$10,000,000 General Aggregate Limit	
<b>PUBLIC OFFICIALS LIABILITY (Claims Made Form)</b>		Included
Limit of Liability	\$5,000,000 each loss \$5,000,000 annual aggregate	
Deductible	\$5,000 each loss	
<b>ENVIRONMENTAL IMPAIRMENT LIABILITY (Claims Made Form)</b>		Included
Limit of Liability	\$5,000,000 each loss \$5,000,000 annual aggregate	
Self-Insured Retention (including Expenses)	\$5,000 each loss	

Coverage Description	Limits and Deductibles	Premium
<b>LEGAL EXPENSE (Claims Made Form)</b>		Included
Coverage "A" – Legal Expense Insurance (including Conflict of Interest)		
Limit of Liability	100% of incurred expenses up to \$100,000 per action \$250,000 annual aggregate	
Deductible	\$NIL per action	
Coverage "B" – Wrongful Dismissal Legal Expense Insurance		
Limit of Liability	\$250,000 per action \$250,000 annual aggregate	
Deductible	\$5,000 per action	
<b>MUNICIPAL EMPLOYEE BENEFITS LIABILITY (Claims Made Form)</b>		Included
Limit of Liability	\$5,000,000 each claim \$5,000,000 annual aggregate	
Deductible	\$5,000 per action	
<b>OWNED AUTOMOBILE</b>		Included
Third Party Liability – Limit of Liability	\$5,000,000 per occurrence	
Deductible – All Perils of Loss or Damage	\$2,500 per vehicle	
All Statutory Coverage Included with basic Benefits and/or minimum limits, unless otherwise stated		
<b>SPF 6 – STANDARD NON-OWNED AUTOMOBILE</b>		Included
Section A – Third Party Liability	\$5,000,000 per occurrence	
Section A – Deductible	\$NIL	
Including:		
SEF 96 (Contractual)		
SEF 99 (excluding Long Term Leased Vehicle Endorsement)		
SEF 94 – Limit for Physical Damage to Hired Automobiles	\$250,000 per vehicle	
SEF 94 - Deductible	\$1,000 per vehicle	
<b>EXCESS LIABILITY</b>		Included
Limit of Liability	\$45,000,000 excess of underlying \$5,000,000 limits for the following: <ul style="list-style-type: none"> <li>• Municipal General Liability</li> <li>• Public Officials, Error and Omission Liability</li> <li>• Municipal Employee Benefits Liability</li> <li>• Owned Automobile</li> <li>• Non-Owned Automobile</li> <li>• Tenants Legal Liability</li> <li>• Marine Liability/if applicable</li> </ul>	
Deductible	NIL	



Coverage Description	Limits and Deductibles	Premium
<b>CRIME – COMPREHENSIVE DISHONESTY, DISAPPEARANCE AND DESTRUCTION</b>		Included
I – Employee Dishonesty Form A	\$ 1,000,000	
II – Loss Inside the Premises	\$ 200,000	
III – Loss Outside the Premises	\$ 200,000	
IV – Money Orders and Counterfeit Paper Currency	\$ 200,000	
V – Depositors Forgery	\$ 1,000,000	
VI – Computer Fraud	\$ 200,000	
VII – Audit Expenses	\$ 200,000	
	(to be paid only when a valid claim of \$4,000 or greater is paid by the Insurer)	
Deductible	\$NIL	
<b>PROPERTY – COMBINED PHYSICAL DAMAGE BROAD FORM</b>		Included
Amount of Insurance – Property of Every Description	\$ 13,375,692	
Extension of Coverage for which sub- limits are included in the Amount of Insurance shown above:		
• Valuable Papers	\$ 500,000	
• Extra Expense	\$ 500,000	
• Accounts Receivable	\$ 500,000	
• Gross Rentals	\$ 500,000	
• Media/Computer/EDP	\$ 58,710	
• Profits	\$ 100,000	
• Fine Arts	\$ 50,000	
	(subject to \$5,000 limit per item)	
Boiler & Machinery	\$ 15,000,000	
Please see Policy Wordings for additional Extensions of Coverage included under this Insurance Policy		
Deductibles	\$2,500 per claim except \$1,000 applies to Media/computer/EDP \$25,000 applies to Anaerobic Digestors \$ 5,000 applies to Pollutant Clean Up and Removal \$2,500 applies to Fire Suppression System Recharge \$100,000 applies to Flood 3% of total loss or \$100,000 minimum Whichever is greater, applies to Earthquake	

Coverage Description	Limits and Deductibles	Premium
<b>MUNICIPAL OFFICIALS' ACCIDENT</b>		Included
Principal Sum	\$ 250,000	
Basis of Coverage	24 Hours	
Coverage Applies to:	7 insured persons as follows: <ul style="list-style-type: none"> <li>• 7 Council members</li> </ul>	

### **ADDITIONAL NOTES**

Properties (building & contents) excluded, but may be added in the future:

- One (1) Seasonal Buildings
  - Location: Adventure Lane, St. George & Main Street Park, Blacks Harbour
- Seven (7) Bleachers
  - Locations: Adventure Lane, Spinney Drive in St. George, Arena Street in Blacks Harbour
- Baseball Fields - Storage Building
  - Locations: J.O. Spinney Drive, St. George & Ray Justason Road, Blacks Harbour
- Fencing - Sport Courts & Field
  - Locations: J.O. Spinney Drive, St. George, Arena Street, Blacks Harbour & Ray Justason Road, Blacks Harbour
- Watercraft – Docks; 6-7 interlocking floating docks
  - Locations: Canal Beach & Adventure Lane, St. George

**EXHIBIT "A"**  
**PROPERTY SCHEDULE**

ITEM NO.	LOCATION	DESCRIPTION	CONSTRUCTION MATERIAL	VALUE BUILDING	VALUE CONTENTS	TOTAL
<b>GENERAL GOVERNMENT</b>						
1	1 School Street	Municipal Office, Fire Dept., Public Works	Frame/ Wood/ Steel	\$1,502,000.00	\$193,800.00	\$1,695,800.00
2	1 School Street	3 Bay Garage Building	Frame/ Wood	\$126,000.00	\$45,700.00	\$171,700.00
3	1 School Street	Municipal Office - Contents & Equipment			\$124,400.00	\$124,400.00
<b>WATER &amp; WASTEWATER</b>						
1	Mount Pleasant	Water Tower (2016)	Steel			\$1,238,100.00
2	22 Adventure Lane	Pumping Station # 2	Frame/ Wood			\$144,800.00
3	120 Riverview Ave	Pumping Station # 3	Frame/ Wood			\$141,900.00
4	Meadow Lane	Pumping Station # 4	Frame/ Brick			\$175,200.00
5	Meadow Lane	Pumping Station # 5	Frame/ Brick			\$130,200.00
6	Hillside Crescent	Booster Station	Frame/ Brick			\$291,500.00
7	Mount Pleasant	PVR Station	Frame/ Brick			\$119,900.00
8	Mount Pleasant	Misc. Equipment – Water Services			\$13,800.00	\$13,800.00
9	180 Mascarene Road	Lagoon #1 (Residential)	Earth w/Liner			\$2,820,200.00
10	180 Mascarene Road	Lagoon #2 (Industrial)	Earth w/Liner			\$2,335,700.00
11	121 Brunswick Street	Sewage Lift Station # 1	Concrete/ Steel			\$143,300.00
12	102 Riverview Avenue	Sewage Lift Station # 2	Concrete/ Steel			\$149,400.00
13	114 L'Etete Road	Sewage Lift Station # 3	Concrete/ Steel			\$149,400.00
14	56 L'Etete Road	Sewage Lift Station # 4	Concrete/ Steel			\$141,500.00
15	47 Portage Street	Sewage Lift Station # 5	Concrete/ Steel			\$159,500.00
16	15 Riverview Ave	Sewage Lift Station # 6	Concrete/ Steel			\$153,400.00
17	16 Manor Road	Sewage Lift Station # 7	Concrete/ Steel			\$149,400.00
18	25 Campbell Hill Road	Sewage Lift Station # 8	Concrete/ Steel			\$149,400.00
19	39 Magaguadavic Dr	Sewage Lift Station # 9	Concrete/ Steel			\$159,500.00
20	13 Adventure Lane	Sewage Lift Station # 10	Concrete/ Steel			\$44,300.00
21	Fundy Bay Drive	Sewage Lift Station # 11	Concrete/ Steel			\$221,300.00
22	161 Brunswick Street	Sewage Lift Station # 12	Concrete/ Steel			\$6,200.00
23	180 Mascarene Road	Misc. Equipment - Wastewater Services			\$4,000.00	\$4,000.00
24	27 Industrial Road	Lagoon #1 (Dual)	Earth w/Liner	\$73,300.00	\$211,700.00	\$285,000.00
25	29 Industrial Road	Lagoon #2 (Dual)	Earth w/Liner	\$104,800.00	\$436,700.00	\$541,500.00
26	Main Street/Mill Stream BH	Sewage Lift Station # 1	Concrete/ Steel			\$278,000.00
27	Industrial Drive/lagoon BH	Sewage Lift Station # 2	Concrete/ Steel			\$278,000.00
28	Bayside View/Deadman's BH	Sewage Lift Station # 3	Concrete/ Steel			\$278,000.00
29	Wellington Road BH	Sewage Lift Station # 4	Concrete/ Steel			\$278,000.00
30	French Village BH	Water Tower (1978)	Concrete			\$1,011,200.00
31	French Village BH	Water Tower Control Building	Wood	\$20,100.00	\$30,500.00	\$56,600.00
32	Farm Road BH	Filter Building	Wood			\$14,200.00
<b>PARKS &amp; RECREATION</b>						
1	11 J.O. Spinney Drive	Community Center	Frame/ Wood	\$1,327,400.00	\$60,000.00	\$1,387,400.00
2	J.O. Spinney Drive	Playground	Steel/ Plastic			\$61,800.00

ITEM NO.	LOCATION	DESCRIPTION	CONSTRUCTION MATERIAL	VALUE BUILDING	VALUE CONTENTS	TOTAL
3	5 Kent Street	Playground	Steel/ Plastic			\$30,900.00
4	Brunswick Street	Picnic Shelter - Upper Gorge	Wood			\$30,900.00
5	South Street	Picnic Shelter - Eagles Nest	Wood			\$24,700.00
6	Main Street BH	Picnic Shelter -Mill Brook Park	Wood			\$33,500.00
7	Adventure Lane	Gazebo - Day Adventure Center	Wood			\$27,000.00
8	Main Street	Gazebo - Main Street East	Wood			\$18,600.00
9	J.O. Spinney Drive	Gazebo - J.O. Spinney Drive	Wood			\$9,800.00
10	J.O. Spinney Drive	Skate Park	Steel/ Metal			\$76,000.00
11	6 J.O. Spinney Drive	Public Washrooms	Frame/ Wood			\$14,800.00
12	J.O. Spinney Drive	Splash Pad & Building	Steel			\$188,700.00
13	6-12 Arena Street BH	Arena/Recreation Complex	Concrete/ Steel	\$7,600,700.00	\$27,000.00	\$7,627,700.00
14	6-12 Arena Street BH	Arena/Recreation Complex – Storage Shed	Wood			\$1,600.00
15	Main Street Park BH	Public Washrooms	Wood			\$37,400.00
16	Wellington Road BH	Playground	Steel/ Plastic			\$15,000.00
17	Main Street BH	Playground	Steel/ Plastic			\$15,000.00
18	Main Street Park BH	Stage & Lighting	Steel			\$139,100.00
19	200 Maxwell Road	Canal Beach Canteen	Frame/ Wood			\$210,000.00
20	1282 Route 770, Second Falls	Community Hall	Frame/Wood			\$521,700.00
21	34 Wellington BH	Museum & Archives	Wood	\$600,500.00	108,000.00	\$708,500.00
<b>FIRE SERVICES</b>						
1	1 School Street, St. George	SG Fire Hall - Contents & Equipment			\$63,900.00	\$63,900.00
2	1 School Street, St. George	Fire Truck # 453 - Onboard Equipment			\$121,200.00	\$121,200.00
3	1 School Street, St. George	Fire Truck # 451 - Onboard Equipment			\$72,200.00	\$72,200.00
4	1 School Street, St. George	Fire Truck # 469 - Onboard Equipment			\$15,000.00	\$15,000.00
5	Second Falls	Fire Truck # 452 - Onboard Equipment			\$40,200.00	\$40,200.00
6	1 School Street, St. George	Fire Dept Radio Equipment			\$10,500.00	\$10,500.00
7	1 School Street, St. George	Fire Rescue Boat - 2011 Zodiac Pro 550		\$18,448.00		\$18,448.00
8	1 School Street, St. George	Fire Rescue Boat - Onboard Equipment			\$24,500.00	\$24,500.00
9	1 School Street, St. George	Exhaust Removal System			\$18,129.00	\$18,129.00
10	1 School Street, St. George	Bunker Gear Washer - Equipment			\$13,600.00	\$13,600.00
11	857 Route 172, Back Bay	Back Bay Fire Hall - Contents & Equipment			\$300,000.00	\$300,000.00
12	857 Route 172, Back Bay	Back Bay Fire Hall - Building	Steel/Wood	\$927,000.00		\$927,000.00
13	1282 Route 770, Second Falls	Second Falls Fire Hall - Contents & Equipment			\$300,000.00	\$300,000.00
14	1282 Route 770,	Second Falls Fire Hall -	Frame/Wood	\$419,000.00		\$419,000.00

ITEM NO.	LOCATION	DESCRIPTION	CONSTRUCTION MATERIAL	VALUE BUILDING	VALUE CONTENTS	TOTAL
	Second Falls	Building				
15	364 Route 175, Pennfield	Pennfield Fire Hall - Contents & Equipment			\$383,200.00	\$383,200.00
16	364 Route 175, Pennfield	Pennfield Fire Hall - Building	Frame/Wood	\$1,193,800.00		\$1,193,800.00
17	71 Wallace Road, Blacks Harbour	Blacks Harbour Fire Hall - Contents & Equipment			\$770,700.00	\$770,700.00
18	71 Wallace Road, Blacks Harbour	Blacks Harbour Fire Hall - Building	Frame/Wood	\$935,100.00		\$935,100.00
<b>TRANSPORTATION</b>						
1	1 School Street	Misc. Equipment - Transportation			\$26,900.00	\$26,900.00
2	1 School Street	3 Bay Garage Building	Frame/ Wood	\$126,000.00	\$45,700.00	\$171,700.00
3	20 Industrial Road BH	Public Works Office	Wood	\$79,300.00		\$79,300.00
4	22 Industrial Road BH	Public Works Building	Frame/Wood			\$125,000.00
5	73 Wallace Cove Road BH	Public Works Garage	Frame/Wood	\$119,900.00	\$141,000.00	\$260,900.00
6	75 Wallace Cove Road	Storage Building	Wood			\$15,000.00
<b>MISC. SERVICES</b>						
1	127 Brunswick Street	Medical Office - Contents & Equipment			\$54,600.00	\$54,600.00

<b>TOTAL SCHEDULE</b>		<b>\$15,173,348.00</b>	<b>\$3,656,929.00</b>	<b>\$30,973,977.00</b>
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1	Accounts Receivable	\$500,000.00
2	Extra Expenses	\$500,000.00
3	Business Income	\$600,000.00
4	Valuable Papers/Docs	\$500,000.00
5	Computer Equipment	\$60,000.00

<b>TOTAL BLANKET AMOUNT</b>			<b>\$33,133,977.00</b>
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**EXHIBIT "B"**  
**VEHICLE FLEET SCHEDULE**

ITEM NO.	YEAR	MAKE / MODEL	VEHICLE IDENTIFICATION NUMBER	DEPT #	VALUE	PURCHASE PRICE
<b>FIRE</b>						
1	2017	Freightliner Fire Truck/Pumper	3ALACYCY2HDJE0985	453	>\$400,000	\$423,953.00
2	2015	Ford F-250 Truck	1FT7W2B63FEA43561	469	<\$100,000	\$33,493.00
3	2004	International Fire Truck/Pumper	1HTWDADR54501J419	451	>\$250,000	\$252,784.00
4	1992	International Fire Truck/Pumper	1HTSDPCR1NH458013	452	>\$150,000	\$174,902.00
5	2002	Sterling M 8500	2FZAANAK54AK60984	431		
6	2010	Freightliner M2 106	1FVACYBS4ADAR3177	690		
7	1995	Rockwell/TiboTrac Aerial	1P1F112B9RA94018	670		
8	1994	Simon Duplex KME	1S91G71N2R1020008	660		
9	2019	Freightliner Fire Truck/Pumper	1FVACYFE1KHKK1838	680		
10	2007	Ford XLT F-150 SuperCab Pickup	1FTPW14V37FA91183	650		
11	2008	Freightliner M2 106	1FVACYBS58HZ94932	331		
12	2024	Freightliner M2 106	1FVAC5FEXRHUV4349	332		
13	2013	GMC Sierra Pickup	3GTP2VE77DG229160	333		
14	2001	Honda Foreman ATV TRX450ES	478TE226314203575	640		
15	2011	Zodiac Pro 550 Bayrunner 17 ft.	XDCP5514H011	464		
<b>PUBLIC WORKS</b>						
1	2019	International CV515 Truck	1HTKTSWK9KH192143	SG	>\$100,000	\$117,888.00
2	2019	JBC Backhoe/Loader	JCB3CXAPAJ266995	SG	>\$100,000	\$147,460.00
3	2018	Municipal Trackless Tractor	MT71253	SG	>\$150,000	\$117,000.00
4	2017	Freightliner Truck 3-ton	1FVAG3CY5HHJD7211	SG	>\$250,000	\$260,618.00
5	2014	Ford F-450 Super Duty Truck	1FDUF4HY2EEA28423	SG	<\$100,000	\$46,599.00
6	2014	Ford F-150 Truck	1FTNF1EFXEKE15135	SG	<\$100,000	\$28,164.00
7	2015	John Deere Mower	2915B	SG	<\$10,000	\$9,500.00
8	2012	Ford F250 Truck	1FTBF2B64CEA31053	SG	<\$100,000	\$11,759.00
9	2006	Wacker Road Roller	5647280	SG	<\$10,000	\$7,757.00
10	2019	GMC Sierra 1-ton	1GD42TCG2KF164156	BH		
11	2009	International 7500 3-ton	1HTWLA21279J167510	BH		
12	2006	JBC Backhoe/Loader, 214S	SLP 214TC6U0907733	BH		\$54,100.00
13	2007	Freightliner w/ 25 yard garbage	1FVHCYDJ67HW92275	BH		
14	2013	Ford Econ Van E-250 Super Duty	1FTNE2EW2DDB07212	BH		
15	2015	JBC Backhoe/Loader, 3CX-14	JCB3CXPC02443381	BH	<\$150,000	\$149,580.00
16	2009	Municipal Trackless Tractor	MT6-1078	BH		
17	2015	Kubota ZD221-54 Mower	35243	BH	<\$25,000	\$11,000.00
18	2005	Kubota ZD18 Mower	60322	BH	<\$10,000	\$9,000.00
19	2020	Zamboni 446	ZAM446-12345	P&R	>\$150,000	\$110,288.00
20	2023	Ford F-150 Truck	1FTNF1E80PKF01378	P&R		
21	2024	Stihl Mower	935061539	SG	<\$25,000	\$15,900.00

TRAILERS						
1	2011	Boat Trailer	5A4JBGL12B2003679	FIRE	<\$5,000	<i>\$1,200.00</i>
2	2009	Light Tower/Generator Trailer	5AJLS16169B002379	SG	<\$20,000	<i>\$10,000.00</i>
3	2007	Utility Trailer	2AVULD2A671001437	SG	<\$5,000	<i>\$6,800.00</i>
4	1999	Kohler Portable Generator Trailer	612016	SG	<\$20,000	<i>\$20,606.00</i>
5	2011	Haulmark ATV Trailer TSTV7X	16HPB1420CP084589	FIRE		
6	2021	SEED Trailer – Air filler	459BE142XM1522653	BH		
7	2000	Utility Trailer	n/a	BH		
8	1993	Utility Trailer	n/a	BH		
9	2009	Colpro Sander Trailer	2C9RS4AA29M12324	BH		

**EXHIBIT "C"**  
**CLAIMS HISTORY**

Policy Number	Loss Date	Description	Indemnity Reserve	Expense Reserve	Indemnity Paid	Expense Paid	Total Incurred	Deductible	Net Insured	Status
<b>Public Sector Liability</b>										
07PS0007	10/19/2009	Claimants allege damage when manhole cover flew up and damaged underside of vehicles	\$0.00	\$0.00	\$5,406.00	\$0.00	\$5,406.00	\$5,000.00	\$406.00	Closed
07PS0007	6/1/2010	Claimants allege damage due to unsafe road winding. Insured not liable, claim closed.	\$0.00	\$0.00	\$0.00	\$1,485.00	\$1,485.00	\$5,000.00	\$0.00	Closed
07PS0007	9/12/2010	Claim opened in error - sub-broker sent same claim with two different dates	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00	\$0.00	Closed
07PS0007	12/13/2010	Claimants allege damage due to the municipality failing to provide erosion protection. Insured liable, claim paid and closed.	\$0.00	\$0.00	\$12,646.00	\$0.00	\$12,646.00	\$5,000.00	\$7,646.00	Closed
10PS0007	5/27/2011	Claimants allege damage due to the municipality failing to provide erosion protection. Claim denied and closed.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00	\$0.00	Closed
10PS0007	12/14/2011	Public Officials E & O : Public Officials Liab. - Claimant is concerned over zoning and bylaws on adjacent property.	\$0.00	\$0.00	\$32,136.86	\$63,568.01	\$95,704.87	\$5,000.00	\$90,704.87	Closed
10PS0007	7/6/2012	Public Officials E & O : Public Officials Liab. - Accidental death claim made, naming insured employee in action for re	\$0.00	\$0.00	\$0.00	\$44,062.70	\$44,062.70	\$5,000.00	\$39,062.70	Closed
10PS0007	10/11/2012	General Liability: Property Damage - Claimant alleges damages to their drainage system.	\$0.00	\$0.00	\$0.00	\$1,755.56	\$1,755.56	\$5,000.00	\$0.00	Closed
10PS0007	11/13/2012	Public Officials E & O : Legal Expense Coverage - Claimant alleges Council was biased in tendering a janitorial contract	\$0.00	\$0.00	\$0.00	\$4,436.63	\$4,436.63	\$0.00	\$4,436.63	Closed
3630253	11/29/2015	Municipal Liability / Public Entity - Civil Rights/Constitutional Violations	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00	\$0.00	Closed
3630253	1/15/2016	The insured issued a boil order before the health department of health had issues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00	\$0.00	Closed



Policy Number	Loss Date	Description	Indemnity Reserve	Expense Reserve	Indemnity Paid	Expense Paid	Total Incurred	Deductible	Net Insured	Status
3630253	7/12/2016	Plaintiff was injured due to breathing ammonia	\$2,500.00	\$7,444.62	\$0.00	\$8,931.93	\$18,876.55	\$5,000.00	\$13,876.55	Open
3630253	9/21/2016	Claimant claiming the municipality blocked off his driveway/garage without sloped sidewalk causing water	\$0.00	\$0.00	\$0.00	\$20,363.45	\$20,363.45	\$5,000.00	\$15,363.45	Closed
3630253	5/31/2017	Failure to follow zoning and permit review processes and procedures	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00	\$0.00	Closed
3630253	6/13/2017	Claimant alleges the municipality accessed the claims property without permission and caused damage. Statement of Claim issued and served November 2018.	\$0.00	\$0.00	\$2,750.00	\$9,597.52	\$12,347.52	\$5,000.00	\$7,347.52	Closed
PSCP0041	9/2/2018	Sewer Back-Up	\$0.00	\$0.00	\$15,273.95	\$1,643.00	\$16,916.95	\$5,000.00	\$11,916.95	Closed
PSCP0041	1/14/2019	Personal Injury	\$0.00	\$11,305.53	\$0.00	\$11,194.47	\$22,500.00	\$5,000.00	\$17,500.00	Closed
	3/1/2021	Sewer Back-up: two properties - 480 and 484 Main Street, Blacks Harbour causing property damage	\$0.00	\$0.00	\$0.00	\$1,724	\$1,724			Closed
	7/6/2021	Claimant is alleging a MVA due to poor road conditions (construction) which caused the air bags to deploy	\$0.00	\$0.00	\$20,000	\$2,847	\$22,847	\$15,000	\$7,847	Closed
			<b>\$2,500.00</b>	<b>\$18,750.15</b>	<b>\$68,212.81</b>	<b>\$167,038.27</b>	<b>\$256,501.23</b>		<b>\$208,260.67</b>	
<b>Public Sector Automobile</b>										
3630315	1/24/2011	Insured's driver died of a heart attack while driving and AB benefits apply, claim paid and closed.	\$0.00	\$0.00	\$52,500.00	\$650.88	\$53,150.88			Closed
	9/1/2023	Insurer vehicle (fire truck) rear ended vehicle	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			Closed
			<b>\$0.00</b>	<b>\$0.00</b>	<b>\$53,150.88</b>	<b>\$53,150.88</b>	<b>\$53,150.88</b>			
<b>Property &amp; Crime</b>										
3630253	12/14/2010	Day Adventure Centre experienced flood and reported the loss.	\$0.00	\$0.00	\$256,244.91	\$6,767.08	\$263,011.99			Closed
3630253	5/20/2016	Water (non-natural peril) - other - toilet overflow	\$0.00	\$0.00	\$29,109.89	\$2,554.45	\$31,664.34			Closed
			<b>\$0.00</b>	<b>\$0.00</b>	<b>\$285,354.80</b>	<b>\$9,321.53</b>	<b>\$294,676.33</b>			
<b>Municipal Officials' Accident</b>										
	No claims					\$0.00			\$0.00	
				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>			<b>\$0.00</b>	
<b>Excess Liability</b>										

Policy Number	Loss Date	Description	Indemnity Reserve	Expense Reserve	Indemnity Paid	Expense Paid	Total Incurred	Deductible	Net Insured	Status
	No claims					\$0.00			\$0.00	
				\$0.00	\$0.00	\$0.00			\$0.00	
<b>Environmental Impairment Liability</b>										
	No claims					\$0.00			\$0.00	
				\$0.00	\$0.00	\$0.00			\$0.00	