



Downtown Tillsonburg Business Improvement Area

Board Meeting

AGENDA

Board Meeting of Wednesday, February 21st, 2024

7:30 AM

10-164 Broadway, Tillsonburg

Web link - <https://us02web.zoom.us/j/4147170612>

1. Call to Order

2. Closed Session

3. Adoption of Agenda

Moved By: E. Odorjan

Seconded By: J. Rhora

THAT the agenda for the Board meeting of February 21st, 2024, be approved.

4. Disclosure of Pecuniary Interest and the General Nature Thereof

5. Adoption of Board Minutes of Previous Meeting

Moved By: M. Bossy

Seconded By: W. Cameron

THAT the minutes as prepared for the Board of Management meeting of January 24th, 2024, be approved.

6. Inauguration of new board members – oath of office

The Executive Director acting in the capacity as Clerk of the DTBIA will administer the oath of office for the three new board members as follows:

Holly Vallee, Carl Heutinck and Allison Biggar will simultaneously read the “oath of office”:

“I swear that I will faithfully and truly perform my duty as a Director of the Downtown Tillsonburg Business Improvement Area, and that I will, in all matters connected with the discharge of that duty, do all things, and only such things, as I truly and conscientiously believe to be adopted to promote the objects for which the BIA was constituted, according to the true intent and meaning of the same.”

7. Public Meetings

8. Planning Reports

9. Delegations

10. Deputation(s) on Committee Reports

11. Information Items

Moved By: E. Odorjan

Seconded By: H. Vallee

THAT the following items are received as information:

11.1.1 Government of Ontario – EV ChargeON program 2024

11.1.2 AMCTO update

11.1.3 OBIAA Advocacy updates

11.1.4 TDCC – Luncheon with Arpan Khanna, MP – Oxford

11.1.5 “Coldest Night of the Year”

11.1.6 Canada Digital Adoption Program

12. Staff Reports

12.1 Executive Director

12.2.1 ED 24-02-01 2024 Comprehensive insurance plan

Moved By: C. Heutinck

Seconded By: A. Biggar

THAT the report titled ED 24-02-01 Comprehensive insurance plan be received as information and the recommendations in the report be adopted.

12.2 Marketing and Events

12.2.1 MKE 24-02-01 Marketing update

Moved By: M. Bossy

Seconded By: C. Heutinck

THAT the report titled MKE 24-02-01 Marketing update be received.

12.3 Governance

12.3.1 GOV 24-02-01 Consideration of the proposed new constitution

Moved By: J. Rhora

Seconded By: B. Thompson

THAT the revised/new constitution be received as information and that the new document be approved by the Board of Management for presentation and consideration of adoption by the full membership of the DTBIA at the November 2024 Annual General Meeting at the Tillsonburg Legion.

12.4 Finance

12.4.1 FIN 24-02-01 January 2024 monthly financial update

Moved By: E. Odorjan

Seconded By: M. Bossy

THAT the report titled FIN 24-02-01 January 2024 monthly financial update be received.

12.4.2 FIN 24-02-02 2023 Banking changes required for CIBC

Moved By: E. Odorjan

Seconded By: M. Tedesco

THAT the report titled FIN 24-02-02 2023 Banking changes required for CIBC be received, and that the recommendations in the report be adopted including authorization of staff to initiate actions with CIBC.

12 Human Resources

13. Governance

13.1.1 GOV 24-02-01 Board elections for the 2024 calendar year

Pursuant to the constitution, the board will elect annually the following executive committee positions:

Chair – Vice Chair – Secretary - Treasurer

The Executive Director will act as the Elections Clerk for the purposes of this portion of the meeting. The first order of business is to open the “call for nominations” as follows:

Nomination(s) as Chair

Nomination(s) as Vice Chair

Nomination(s) as Secretary

Nomination(s) as Treasurer

If there is only one nomination for each position, it will be deemed to be “appointment by acclamation”. If there are 2 or more nominations, a secret ballot will be prepared and presented to all members present. For those attending virtually, they may vote online in the chat bar.

Moved By: M. Tedesco

Seconded By: W. Cameron

THAT the following named individuals be the Executive Committee for the remainder of the 2024 calendar year and until their successors are elected/acclaimed at the January 2025:

Chair –

Vice Chair –

Secretary –

Treasurer -

14. Consideration of Minutes

15. Motions/Notice of Motions

16. Resolutions/Resolutions Resulting from Closed Session

17. By-Laws/Resolutions

18. Confirm Proceedings By-law

Moved By: A. Biggar

Seconded By: H. Vallee

THAT By-Law 2024-002, to Confirm the Proceedings of the Board Meeting held on February 21st, 2024; be read for a first, second, third and final reading and the Chair and Executive Director/Clerk), hereby be authorized to sign the same, and place the corporate seal thereunto.

18.1 By-law 2024-002 Confirming By-Law February 21st, 2024.

19. Items of Public Interest/Roundtable

20. Adjournment

Moved By: B. Thompson

Seconded By: M. Bossy

THAT the Board meeting of February 21st, 2024, be adjourned at __:__.



Downtown Tillsonburg Business Improvement Area

Board Meeting

MINUTES

Board Meeting of Wednesday, January 24th, 2024

7:36 AM

10-164 Broadway, Tillsonburg

Web link - <https://us02web.zoom.us/j/4147170612>

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- 1. Call to Order by Vice-Chair Bossy** – Quorum: Yes 7 of 8 members present.
Members present: B. Parsons – joined at 7:44 a.m., E. Odorjan, B. Thompson, W. Cameron, M. Tedesco, M. Bossy, M. Gleeson.
Regrets – J. Rhora

- 2. Closed Session**

- 3. Adoption of Agenda**

Moved by: M. Gleeson

Seconded By: E. Odorjan

CARRIED

THAT the agenda for the Board meeting of January 24th, 2024, be approved.

- 4. Disclosure of Pecuniary Interest and the General Nature Thereof**
- 5. Adoption of Board Minutes of Previous Meeting**

Moved By: M. Tedesco

Seconded By: M. Bossy

THAT the minutes as prepared for the Board of Management meeting of December 13th, 2023, be approved.

CARRIED

- 6. Presentations**
- 7. Public Meetings**
- 8. Planning Reports**
- 9. Delegations**
- 10. Deputation(s) on Committee Reports**
- 11. Information Items**

Moved By: E. Odorjan

Seconded By: B. Thompson

THAT the following items are received as information:

- 11.1.1 IDA – Growth of US downtowns**
- 11.1.2 Finance Department – Town of Tillsonburg interim MOU payments**
- 11.1.3 AMCTO advocacy initiatives on proposed municipal legislative regulations/regulatory changes**

CARRIED

- 12. Staff Reports**
 - 12.1 Executive Director**
 - 12.2 Marketing and Events**

12.2.1 MKE 24-01-01 Marketing update

Moved By: M. Bossy

Seconded By: M. Gleeson

THAT the report titled MKE 24-01-1 Marketing update be received as information.

CARRIED

12.3 Economic Development

12.4 Finance

12.4.1 FIN 24-1-1 2023 Year-end + audit preparations

Moved By: E. Odorjan

Seconded By: M. Gleeson

THAT the report titled FIN 24-01-01 Year-end + audit preparation be received as information.

CARRIED

12.4.2 FIN 24-01-02 Town of Tillsonburg approval of the 2024 DTBIA budget

Moved By: E. Odorjan

Seconded By: M. Gleeson

THAT the report titled FIN 24-01-02 Town of Tillsonburg Council approval of the 2024 budget be received as information.

CARRIED

12 Human Resources

13. Governance

13.1.1 GOV 24-01-01

Moved By: E. Odorjan

Seconded By: M. Tedesco

THAT the report titled GOV 24-04-1 recommendation to appoint members to the DTBIA Board of Management; for consideration and subsequent approval/endorsement by the Council of the Town of Tillsonburg be received, and that the individuals named in the report hereby be formally appointed to Board of Management.

CARRIED

- 14. Consideration of Minutes**
- 15. Motions/Notice of Motions**
- 16. Resolutions/Resolutions Resulting from Closed Session**
- 17. By-Laws/Resolutions**
- 18. To Confirm Proceedings By-law**

Moved By: B. Thompson

Seconded By: W. Cameron

THAT By-Law same and to Confirm the Proceedings of the Board Meeting held on January 24th, 2024, be read for a first, second, third and final reading and the Chair and Executive Director/Clerk), hereby be authorized to sign the same, and place the corporate seal thereunto.

CARRIED

18.1 By-law 2024-001 Confirming By-Law January 24th, 2024.

- 19. Items of Public Interest/Roundtable**
- 20. Adjournment**

Moved By: E. Odorjan

Seconded By: M. Gleeson

THAT the Board meeting of January 24th, 2024, be adjourned at 8:08 am.

CARRIED

Ministry of Transportation

Electric Vehicle (EV) ChargeON

Program Guide

2023-2024

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1 PROGRAM OVERVIEW

1.1 EV ChargeON Program

The EV ChargeON Program (“Program” or “EV ChargeON”) supports the installation of public electric vehicle (EV) Charging Stations in Ontario communities outside of large urban centres. The Program is administered by the Ministry of Transportation (“Ministry”) and aims to improve network coverage of EV fast chargers to reduce range anxiety by filling existing gaps and support long-distance travel.

EV ChargeON is a competitive, application-based grant program offering up to 50-75% of capital funding through post-construction rebates. Level 2 and Level 3 public Charging Stations are eligible for funding in amounts that are proportional to Charger’s power output. The Program is open to eligible public and private sector applicants.

The terms and expressions capitalized throughout this Program Guide are defined in Appendix A.

1.2 How to Participate in the Program

To participate in the Program, Applicants must meet the Program terms and conditions, including the eligibility criteria, set out in this Program Guide. Applicants must apply online through [Transfer Payment Ontario](https://www.ontario.ca/page/get-funding-ontario-government) (<https://www.ontario.ca/page/get-funding-ontario-government>).

Recipients will be sent a Letter of Agreement confirming the approved Project and Program Funds. Approved Projects must be completed within 24 months from the date of the receipt of the Letter of Agreement. After completion, Recipients will submit a Project Completion Report and applicable invoices to the Ministry for review. When the Project Completion Report is approved, the Ministry will release the approved Program Funds.

1.3 Contact Us

For questions regarding Program requirements or eligibility, contact the Ministry:

By Email: evchargeon@ontario.ca

For assistance with the Transfer Payment Ontario system:

By Email: TPONCC@ontario.ca

By Phone: (416) 325-6691 or 1-855-216-3090,
Monday to Friday, 8:30 a.m. to 5:00 p.m. ET

1.4 Key Dates and Project Timelines

Date	Activity
October 20, 2023	EV ChargeON Program launch. Application period opens.
January 31, 2024	Application period closes at 5:00 p.m. EST.
Winter 2024	Ministry reviews and evaluates Applications.
Spring 2024	Recipient receives and returns to the Ministry a signed copy of the Letter of Agreement.
At 6, 12 and 18 months from Letter of Agreement	Ministry outreach to Recipients for progress updates on approved Projects.
Up to 24 months from Letter of Agreement	Recipients have up to 24 months from receipt of Letter of Agreement date to complete installation and operationalize their approved EV charger(s). Recipients submit Project Completion Report to the Ministry. Ministry reviews and, subject to compliance with Program requirements, releases Project Funds.
Five years following Project Completion	Recipients submit Annual Usage Reports to the Ministry showing the usage data for the previous 12 months, starting on or about the first anniversary of Project Completion Date for a five-year period.

2 ELIGIBILITY CRITERIA

2.1 Eligible Applicants

Both public and private sector entities (i.e., legal entities incorporated or registered in Ontario) are eligible to participate in the EV ChargeON Program.

To be eligible for the Program an Applicant must be:

- the current property owner, or provide proof of access to the Site, or provide written evidence of Band Council support to install and operate/maintain the charging infrastructure for a minimum five-year period; and,
- a business¹, not-for-profit corporation, municipality, Indigenous community, Indigenous organization, or broader public sector organization (e.g., hospitals, universities, colleges, school boards) located and operating in Ontario.

For greater clarity, the following entities are **not** eligible to apply under this Program:

- Individuals;
- Federal, provincial or territorial governments, and their respective ministries, departments, entities, agencies, and Crown corporations.

¹ For the purposes of this Program, an Indigenous business is at least 51% owned and controlled by an Indigenous person. An Indigenous business can be sole proprietorship, limited company, co-operative, partnership or not-for-profit organization.

2.2 Eligible Project Locations

Charging Stations funded by this Program must be in Ontario and must be Publicly Accessible 24 hour per day, 365 days per year. EV chargers that cannot be used by the general public are ineligible for this Program.

The following are considered eligible locations for the installation of EV chargers under this Program:

- Communities with populations less than or equal to 170,000 people²;
- Any Indigenous community in Ontario.

To view a map of eligible locations, please visit the [EV ChargeON webpage](https://www.ontario.ca/page/ev-chargeon-program) (https://www.ontario.ca/page/ev-chargeon-program).

2.3 Site and Infrastructure Requirements

A Site may include Level 2 Charging Stations, Level 3 Charging Stations, or a combination of the two, if the following requirements are met:

Category	Requirements
Number of Level 2 Ports	<ul style="list-style-type: none"> • Level 2: Minimum four Level 2 Ports per Site.
Number of Level 3 Ports	<ul style="list-style-type: none"> • Level 3: Minimum one Level 3 Port if co-located with a Level 2 Port. Minimum two Level 3 Ports if not co-located with Level 2 Port(s). • To provide redundancy to the Site, Tandem Installations are required to meet these minimums (i.e., a single Multi-Port Charger on its own does not fulfill the minimum requirements for Level 3 Ports). <ul style="list-style-type: none"> • If there is another public Level 3 Charger within 5 km of the proposed Site³, this redundancy requirement does not apply (i.e., a single Multi-Port Charger is acceptable).
Eligible Connector Types	<ul style="list-style-type: none"> • Level 2: SAE J1772 standard • Level 3: Combined Charging System (CCS) connectors must represent a minimum of 25% of the connectors at a Site. The remaining connector types may include CCS, NACS or CHAdeMO.
Installation	<ul style="list-style-type: none"> • Commitment to performing work in accordance with local and provincial codes (e.g., building, electrical, accessibility, zoning, parking, environmental). • Installed by a licensed electrical contractor in compliance with the Ontario Electrical Safety Code. • Not replacing an existing charger.
Chargers	<ul style="list-style-type: none"> • Be new and purchased (not leased) after program launch date. • Permanent hard-wired installation (mounted or fixed).

² Defined using 2021 Statistic Canada Census Subdivision data.

³ Refer to the Government of Canada's [Zero-emission vehicle charging stations locator \(canada.ca\)](https://www.canada.ca/en/government/initiatives/special/zero-emission-vehicle-charging-stations-locator)

Category	Requirements
	<ul style="list-style-type: none"> • Certified for use in Canada (e.g., CSA, UL, Interlink) and be commercially available. • Remain operational for a minimum of five years or be replaced with a charger of equal or higher output that remains operational for five years from the date of the original project installation.
Payment Standards	<ul style="list-style-type: none"> • If payment is required, include at least one method of payment that does not require a charging network account, membership or app.
Data & Connectivity	<ul style="list-style-type: none"> • Be networked and Open Charge Point Protocol Compliant (version 1.6 or higher and be capable of being remotely upgraded to the latest OCPP version when a new version becomes available by the hardware supplier) by date of installation.
Accessibility	<ul style="list-style-type: none"> • Dedicated parking spaces for EV charging only. • Comply with the <i>Accessibility for Ontarians with Disabilities Act, 2005</i>, its standards, and requirements of local codes and regulations.

2.4 Eligible Expenditures

Until Project approval, there is no commitment or obligation on the part of the Ministry to make a financial contribution to any Project. The Ministry will only reimburse eligible expenditures for an approved Project for costs incurred during the Eligible Expenditure Period. If an Applicant incurs costs after Program launch, but prior to receiving a Letter of Agreement from the Ministry, the costs are eligible towards the Total Project Costs, but may not be claimed for reimbursement under the Program.

In the Application Form, an Applicant must demonstrate existing financing or intent to finance 100% of Project costs prior to seeking reimbursement from the Ministry.

Eligible expenditures for any Project **must be directly related to, and necessary for, the implementation and conduct of the Project**. Refer to the table below for details on which expenditures are eligible towards the Total Project Costs (i.e., may make up an Applicant's or other contributor's share of the contribution) and which are eligible for reimbursement under the Program:

Expenditure	Description	Eligible towards Total Project Costs	Eligible for EV ChargeON reimbursement
Capital expenses	An expenditure that results in an enduring benefit, as required by the project. Can include, but are not limited to, the purchase of charging equipment, costs associated with site preparation	Yes	Yes

Expenditure	Description	Eligible towards Total Project Costs	Eligible for EV ChargeON reimbursement
	and finishing, and networking equipment.		
Professional services	Costs for the purchase of additional support required for the completion of the project. Can include scientific, technical, management; contracting; engineering; construction; installation, testing and commissioning of equipment; training; marketing; data collection; logistics; printing; signage; distribution.	Yes	Yes
Rental fees or leasing costs	Cost to rent or lease any equipment needed for the conduct of the project, which can include construction equipment.	Yes	Yes
License fees and permits	Typically include any municipal, provincial or federal licences or permits for setting up the fuelling/charging infrastructure. This can include safety permits, business permits, environmental permits, etc.	Yes	Yes
Salary and benefits	Salaries include wages for all personnel with direct involvement in the project, such as engineers, construction staff and technical advisers. All eligible personnel must be employees on the proponent's payroll. Benefits are defined as a reasonable prorated share of expenses associated with the direct labour cost, employee benefits, plus any other employer-paid payroll-related expenses.	Yes	No
Reasonable travel costs	Transportation, meals and accommodation necessary for activities directly linked to the project.	Yes	No
Environmental Assessments,	Should a Project require an environmental assessment,	Yes	No

Expenditure	Description	Eligible towards Total Project Costs	Eligible for EV ChargeON reimbursement
permits and authorizations	permit, authorization, study of natural, social and economic and/or cultural environmental study, any costs related to that process would be included here. This could include costs for study documents or processes needed to secure the approval, public consultation or preparing the environmental impact statement.		
GST, PST and HST net of any tax rebate	Any taxes claimed must always be net of any tax rebate to which the proponent is entitled.	Yes	No
Overhead expenses	Up to a maximum of 15% of Total Project Costs. May include administrative support provided directly to the project by the proponent's employee(s), valued on the same basis as professional staff time; and heat, electricity, and office operating costs provided that they are directly related to the project.	Yes	No
In-kind support	A cash equivalent contribution in the form of an asset for which no cash is exchanged but that is essential to the project and the proponent would have to purchase on the open market or through negotiation with the provider if the proponent did not provide it. Value must be determinable and verifiable.	Yes	No
Land costs	Expenses associated with acquiring a piece of property.	Yes	No
Legal costs	Legal fees directly related to, and necessary for, the implementation and conduct of the Project.	Yes	No
Ongoing operating costs	Costs associated with the ongoing operation of the charging stations, including electricity consumption, operation,	No	No

Expenditure	Description	Eligible towards Total Project Costs	Eligible for EV ChargeON reimbursement
	maintenance, networking fees, subscription fees, etc.		

3 FUNDING OVERVIEW

3.1 Maximum Provincial Funding Contribution

The Ministry's contribution through this Program will be limited to a maximum of **one million dollars (\$1,000,000) per Project**. A single Applicant may submit multiple Applications where the total value of all Projects exceeds one million dollars. The Ministry reserves the right to cap the number of approved Projects per Applicant.

Financial support is based on the total amount of funds available for the Program and the Program timeframe. Recipients are responsible for funding any cost overruns related to their Project.

The Ministry's per-Project contribution depends on the type of infrastructure and type of Applicant, up to the maximum amounts in the following table:

Maximum Funding for Type of Infrastructure and Applicant

Charger Type	Charger Output	Maximum funding for businesses, not-for-profit corporations, and broader public sector Applicants	Maximum funding for municipalities and Indigenous Applicants ⁴
Level 2	3.3 kW to 19 kW	Up to 50% of Total Project Costs, to a maximum of \$5,000 per port	Up to 75% of Total Project Costs, to a maximum of \$7,500 per port
Level 3	20 kW to 49 kW	Up to 50% of Total Project Costs, to a maximum of \$15,000 per port	Up to 75% of Total Project Costs, to a maximum of \$22,500 per port
Level 3	50 kW to 99 kW	Up to 50% of Total Project Costs, to a maximum of \$50,000 per port	Up to 75% of Total Project Costs, to a maximum of \$75,000 per port
Level 3	100 kW to 199 kW	Up to 50% of Total Project Costs, to a maximum of \$75,000 per port	Up to 75% of Total Project Costs, to a maximum of \$112,500 per port
Level 3	200 kW and above	Up to 50% of Total Project Costs, to a maximum of \$100,000 per port	Up to 75% of Total Project Costs, to a maximum of \$150,000 per port

3.2 Stacking of Government Funds

⁴ Including Indigenous communities, Indigenous organizations, and Indigenous businesses.

During the application process and following Letter of Agreement, Applicants will be required to disclose all Project funding sources continuously until the Project is completed. This includes contributions from other federal and provincial governments and industry sources, whether that funding is firm or still in negotiations.

The EV ChargeON Program allows Applicants to “stack” other government (federal or provincial) funds. Total funding from federal and provincial levels of government cannot exceed 75% of Total Project Costs for businesses. For all other Applicant types, including Indigenous businesses, the stacking limit is 90% of Total Project Costs.

If the proposed total federal and provincial government assistance exceeds the stacking limits set out above Ontario reserves the right to reduce its contribution to the Project until the stacking assistance limit is met.

4 APPLICATION AND EVALUATION

4.1 Applications Per Site

Each Site proposed under EV ChargeON is treated as a separate Project and requires a unique Application Form. A Site can have multiple Charging Stations, and an Applicant can submit multiple Applications.

4.2 Mandatory Documentation

Accompanying an Application Form, Applicants must submit documentation to confirm the validity of Project details, establish property ownership or access to the Site, or Band Council support for the Project, and demonstrate the merit of their proposed Project:

- **Proof of property ownership:** If the Applicant is the owner of the Site, provide proof of ownership by including a copy of at least one of the following: Title deed; most recent property tax assessment roll; or mortgage documentation.
- **Proof of access to Site:** If the Applicant is not the owner of the Site, provide proof of access to the Site indicating the name of the parties, duration, civic addresses and the responsibilities of both parties by including a copy of at least one of the following: lease agreement; legal agreement; or, if a lease does not include the authorization to install or build on site for the intended use, a completed Site Access Verification Form ([Appendix B](#)) with assurance that the construction/installation of the infrastructure is authorized by the property owner.
- **Band Council support:** If the proposed Site is located on reserve, provide written evidence of Band Council support for the proposed Project.
- **Proof of funds:** Confirmation of Contribution from the Applicant ([Appendix C](#)) and/or Funding from Other Contributors ([Appendix D](#)).
- **Proof of preliminary electrical feasibility assessment:** If the proposed project increases the electrical load by more than 50kW, provide a completed Preliminary Electrical Feasibility Assessment Form, signed by the applicable Local Distribution

Company (LDC) (Appendix E). (A form is considered complete when the preliminary assessment is conducted by the relevant LDC).

If project is located within Hydro One service boundaries, please use the [link](#) to complete the preliminary assessment form.

For all other LDCs, please submit directly to the local office.

This form is a preliminary assessment to inform application review. Successful projects would still be required follow all connection assessment processes as dictated by the LDC. Completion of the form does not guarantee or “hold” electrical capacity for a project.

Applicants are **strongly encouraged** to contact the LDC as early as possible during the application window to give LDCs adequate time to complete the form.

Transfer Payment Ontario will not accept Applications where mandatory fields are not complete or mandatory documentation is not attached.

4.3 Project Evaluation

Recipients will be determined based on eligibility and merit. Available funds will be allocated following a comprehensive evaluation by the Ministry.

Each Project proposal will be reviewed for completeness and assessed against eligibility criteria. Applications that meet the eligibility criteria will be evaluated, rated and ranked against merit criteria ([Section 5](#)). Small and medium enterprises⁵ qualify for a 5% bonus as part of the merit evaluation.

The ranked application pool will then be evaluated for equitable geographic distribution of Charging Station deployment and Projects that meet a minimum scoring threshold will be selected until Program Funds are fully committed.

5 MERIT CRITERIA

Consider the following direction for merit criteria when completing an Application Form.

Category	Required in Application	Evaluation approach
Geographic Location	<ul style="list-style-type: none"> Latitude/Longitude 	Evaluation will reward sites that:

⁵ Businesses with fewer than 500 employees as of July 1, 2023, regardless of business structure or annual revenue. If a franchise falls within employee count parameters, the franchise will be awarded bonus points. Similarly, if a corporation has multiple locations but an overall employee count of less than 500, the corporation and respective locations would be eligible for bonus points.

Category	Required in Application	Evaluation approach
		<ul style="list-style-type: none"> • Fill gaps in Ontario's EV charging network⁶ (Note: for L3 applications, evaluation focus is on gap-filling along corridors, combatting range anxiety and facilitating gas station replacement, while L2 application evaluation focus is on the appropriateness of the location as somewhere drivers would spend multiple hours parked). • Serve the highest number of potential EV drivers and minimize likelihood of underutilized chargers. • Provide public charging in areas where there is limited access to home charging.
Project Overview & Rationale	<ul style="list-style-type: none"> • Overview of the Project including a description, the Applicant's motivation for pursuing the Project, how it will support the Program objectives, and overall expected outcomes and benefits. 	<p>Project end date should be within 24 months from the date of Letter of Agreement.</p> <p>Project description should be detailed and the rationale justifiable.</p> <p>Scoring will favour Projects that identify and explain positive outcomes and benefits that are specific to the proposed Project and its unique context and location. Strategic partnerships or collaborations with local community partners, businesses, Indigenous communities, and/or adjacent regions are encouraged.</p> <p>Highest points will be awarded for Projects that clearly and directly align with one or more of the objectives of the Program:</p> <ul style="list-style-type: none"> • Reduce range anxiety by filling gaps in Ontario's EV charging network.

⁶ The Government of Canada's [Zero-emission vehicle charging stations locator \(canada.ca\)](https://www.canada.ca/en/transportation/zero-emission-vehicle-charging-stations-locator) can be used to help identify existing public EV chargers and gaps.

Category	Required in Application	Evaluation approach
		<ul style="list-style-type: none"> Improve network coverage of public EV chargers outside of large urban centres. Provide accessible EV charging infrastructure that supports communities' local needs.
Project Activities & Timeline	<ul style="list-style-type: none"> A list of key activities and timelines for completion, demonstrating how the Applicant will complete the Project within the 24-month timeline required. A description of timeline risks and mitigating strategies. 	<p>Evaluation will consider:</p> <ul style="list-style-type: none"> The level of detail provided in the activities & timeline table. For example, specifics on timing for equipment procurement; electrical connection; charging infrastructure installation; testing and commissioning. The degree of realism in the timelines. The thoughtfulness of risks & mitigation strategies identified.
Budget	<ul style="list-style-type: none"> Detailed Project budget, including a breakdown of eligible expenditures, amount of funding requested (up to relevant maximums), and sources of secured and anticipated funding. Rationale for budget estimates, including sources for cost estimates and considerations. Details on how the Applicant will secure their contribution to the Project, and contingency plans if certain conditional funding does not materialize. 	<p>Evaluation will consider:</p> <ul style="list-style-type: none"> The completeness of the budget. The quality of budget estimate rationale, including the listing of credible sources for estimates. Level of assurance that the Project's other funding sources will indeed materialize, and if not, whether contingency plans appear robust. <p>There are no merit criteria based on the amount of funding requested.</p>
Operations & Maintenance	<ul style="list-style-type: none"> Up-time targets and approach to achieving them, including: <ul style="list-style-type: none"> Performance monitoring methods 	<p>Evaluation will consider:</p> <ul style="list-style-type: none"> Level of detail and quality of responses regarding operations and maintenance plans. Extent to which user fee approach is reasonable.

Category	Required in Application	Evaluation approach
	<ul style="list-style-type: none"> Ensuring access (clearing obstructions, snow removal, etc.) Conducting regular maintenance Staff training Incident response procedures Financial plan, including how operations and maintenance will be funded, and user fee structure (if applicable). 	<ul style="list-style-type: none"> Evidence that chargers will be adequately funded to maintain operations throughout at least the five-year committed lifecycle. <p>Scoring will favour Projects that demonstrate contingency planning to help meet up-time targets. This could include the use of battery banks to mitigate risk of outages caused by electrical grid disruption.</p>
Capacity to Deliver	<p>Demonstrated ability to carry out the Project successfully, including:</p> <ul style="list-style-type: none"> An overview of Applicant's ability and experience. Description of key members of the Project team and their experience and expertise. 	<p>Evaluation will consider:</p> <ul style="list-style-type: none"> Track record of successful similar projects in the past. Level of detail of response. The level of experience and expertise of the proposed Project team.
User Amenities & Signage	<ul style="list-style-type: none"> Presence of amenities onsite and/or nearby including washrooms, food/beverage, retail, etc. Approach to wayfinding and visibility (e.g., directional signage to attract users). 	<p>Evaluation will consider:</p> <ul style="list-style-type: none"> Proximity, quantity and availability of nearby amenities. Quality and detail of wayfinding and visibility plan. <p>Scoring will favour sites with:</p> <ul style="list-style-type: none"> Dedicated parking space for EV parking/charging only. Details on wayfinding and visibility (e.g., signage, pavement markings, lighting). Co-located amenities that are on-site or within walking distance and provide a variety of services. Opportunity to expand to accommodate additional chargers in the future.

Category	Required in Application	Evaluation approach
Site and Technical Specifications	<ul style="list-style-type: none"> • If project is under 50kW, provide description of actions taken to ensure electrical feasibility at the proposed site. • If project has a proposed electrical load of 50kW or greater, submission of a completed Preliminary Electrical Feasibility Assessment Form, signed by the relevant LDC, is required. • Payment methods accepted. • Future-proofing and scalability provisions. • Safety and security measures. • Accessibility measures. 	<p>Evaluation will consider:</p> <ul style="list-style-type: none"> • Preliminary assessment and level of site readiness as indicated by the LDC. • Quality of responses to technical questions and significance of implementation barriers. • Payment method user-friendliness (scoring will favour payment methods that are contactless and include a credit card terminal). • Means for communicating operational status to users (favouring Projects that offer transparent and readily-available access to information such as service outages). • Degree of future-proofing, such as modularity to accommodate future standardization of plug types. • Quality of safety and security measures. • Extent of accessibility measures beyond those required by law. • Capability to support peer-to-peer network interoperability through Open Charge Point Interface (version 2.1.1 or higher)

6 REPORTING REQUIREMENTS

A Letter of Agreement will be provided to Recipients, confirming the approved Project and Program Funds. Recipients commit to providing reports that detail the completion of the Project, and the details of annual usage of the Charging Stations for five years following the Project Completion Date.

6.1 Letter of Agreement

The Letter of Agreement will outline the terms and conditions that the Recipient accepts, and a signed copy of the Letter will be returned to the Ministry. The following documentation, by applicant type, must accompany the Letter of Agreement when it is returned to the Ministry.

Documentation by Applicant Type

Applicant Type	Mandatory documentation required with Letter of Agreement
Municipalities	<ol style="list-style-type: none"> 1. Council Resolution 2. Enabling By-law 3. Certificate of Insurance
Indigenous Communities and Indigenous Organizations	<p>One of the following that confirms support for the Project:</p> <ol style="list-style-type: none"> 1. Band Council Resolution; 2. Political Territorial Organization Resolution 3. Tribal Council Resolution; 4. Métis Community Council Resolution; 5. Provincial Council of the Métis Nation of Ontario (PCMNO) Resolution; 6. Letter of Support from Chief, Band Council, Political Territorial Organization, Tribal Council, or Leader from an Indigenous Organization.
Indigenous Businesses	<p>One of the following that confirms Indigenous status of the business owner:</p> <ol style="list-style-type: none"> 1. Indigenous Business Directory (IBD) 2. Canadian Council for Aboriginal Business (CCAB) – Certified Aboriginal Business (CAB) 3. Indian registration in Canada 4. Membership in an affiliate of the Métis National Council 5. Acceptance as an Indigenous person by an established Indigenous community 6. Enrolment or entitlement to be enrolled in a comprehensive land claim agreement
Businesses	N/A
Broader Public Sector	Written confirmation of Board of Directors support for the Project, including reference to Site location
Not-for-Profit Corporation	Written confirmation of Board of Directors support for the Project, including reference to Site location

6.2 Project Completion Report

Following installation and operationalization of approved EV Chargers, Recipients will be required to submit a Project Completion Report to the Ministry via email to evchargeon@ontario.ca. A project is considered operational when the charger delivers the agreed-upon power output and conforms with up-time percentage as identified in the site Operations and Maintenance Plan. If a Recipient changes or is unable to complete a Site as described in an Application, or in the event there are any material changes to the information contained in the Application, they must notify the Ministry as soon as possible.

Project Completion Reports are due within 24 months of the Letter of Agreement date. All Project Completion Reports must include the following information:

- Receipts and invoices for eligible expenditures (e.g., equipment, installation, etc.)
- Final Charging Station purchase agreements or lease agreements
- Copy of network agreement
- Site photos depicting the operational Charging Stations, the required signage, and the Site conditions
- Two weeks of usage data for each Charging Station, including the number of charging sessions and kWh drawn
- Electrical Safety Authority certificate of final inspection
- Copy of warranty (if applicable)
- Confirmation of required environmental mitigation and/or compliance measures, including monitoring, to address environmental assessment commitments or permitting conditions (if applicable).

The Ministry will review each report submitted to ensure that it is completed to the Ministry's satisfaction and will contact the Recipient for any clarifications and missing information as needed. Subject to compliance with Program requirements, the Ministry will release the approved Program Funds.

6.3 Annual Usage Report

Charging Stations that are funded by the Program must be operated for a minimum duration of five years after the Project Completion Date.

Recipients must submit Annual Usage Reports to the Ministry showing the usage data covering the previous 12 months, starting on or about the first anniversary of each Site's Project Completion Date for a five-year period. This data should exclude any personal, and/or proprietary information.

The data collected and submitted to the Ministry must be in spreadsheet (.xlsx, .xls, or .csv) format and include:

- The date, time and duration of each charging session, including which charger type (L2/L3) and connector type (CCS/NACS/CHAdeMO) was used;
- The kWh drawn for each charging session;
- The date, time, duration and reason of any service outages.

If available, Recipients are also requested to provide an overview of the user fee structure (if fees are charged), and information on:

- The state of charge of each vehicle at the beginning and end of each charging session;
- Greenhouse gas emission reductions.

At its discretion, the Ministry may share this information at an anonymized and/or geographically aggregated level on public-facing dashboards or other platforms.

7 GENERAL

7.1 Transfer Payment Ontario

Transfer Payment Ontario is the Province of Ontario's online application system for grant funding. Applicants must create a My Ontario Account with Transfer Payment Ontario to access the Application Form. Once an Application has been started it may be saved or downloaded at any point and returned to later.

Please visit [Transfer Payment Ontario](https://www.ontario.ca/page/available-funding-opportunities-ontario-government) (https://www.ontario.ca/page/available-funding-opportunities-ontario-government) for information on how to set up an account.

If you need assistance logging in, navigating or updating your organization's profile, refer to [Transfer Payment Ontario's "Get help" section](https://www.ontario.ca/page/get-funding-ontario-government) (https://www.ontario.ca/page/get-funding-ontario-government).

7.2 Ontario Builds Signage and Attribution of Provincial Funding

Depending on the amount of funding awarded and/or the duration of the construction period, the Recipient may be required to install an Ontario Builds sign at the Site that will be visible for the duration of the construction and for a period after the Charging Station(s) is fully operational and open for public use. More information will be provided upon Project approval. See the [Ontario Builds visual identity guide](https://www.ontario.ca/page/ontario-builds-templates) (https://www.ontario.ca/page/ontario-builds-templates) for signage guide and templates.

All written communications concerning the Agreement and any approved Project will be prepared in a manner that supports the communications objectives and branding of both the Recipient and the Government of Ontario.

All public information material made by the Recipient concerning the Agreement and any approved Projects will clearly indicate that the approved Project is partially funded by the Government of Ontario.

7.3 Project Promotion

With respect to Project promotion:

- (a) The Recipient will inform the Ministry of any promotional communication a minimum of 15 days before it takes place. The Recipient will also ensure appropriate recognition of the Province's contribution in annual reports, speeches or other opportunities, as appropriate.
- (b) The Recipient will share information promptly with the Ministry on significant emerging media and stakeholder issues concerning the Agreement and any approved Project. The Ministry will advise the Recipient, where appropriate, about media inquiries.
- (c) The Recipient and the Province reserve the right to refer to the Funding provided in their own separate, and non-EV ChargeON Program specific communications. Each commits to acknowledging the other's involvement in the EV ChargeON Program.

7.4 Agreement

The Program Funds will be provided to Recipients pursuant to the Agreement.

Where Program Funds are provided to a Recipient under the Program, the Program Funds will be provided to the Recipient in accordance with the terms and conditions set out in the Agreement between the Recipient and the Ministry.

The Agreement will be effective as of the date of execution of the Letter of Agreement for the Program provided pursuant to the Agreement and, subject to any provisions surviving its expiration, will expire five years following the Project Completion Date.

The Recipient agrees not to sell, lease or otherwise dispose of any EV Chargers acquired with the EV ChargeON Program Funds without the Province's prior written consent.

In the event of a conflict or inconsistency between any of: (a) the Letter of Agreement and any of the requirements of the Program Guide, the Letter of Agreement will prevail to the extent of the inconsistency; and (b) the Program Guide and any of the information provided by a Recipient in the Application Form, the Program Guide will prevail to the extent of the inconsistency.

The invalidity or unenforceability of any provision of the Agreement pursuant to the Program will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

Any provisions which by their nature are intended to survive the termination or expiration of the Agreement under the Program including, without limitation, those related to, accountability, records, audit, inspection, liability, indemnity, and remedies will survive its termination or expiration and continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement.

7.5 Collection and Use of Information

The Ministry will collect, use, and share an Applicant's documentation prepared in the administration of the Program for the purposes of assessing and reviewing the eligibility of the Applicant and the proposed Project. This information may be shared with:

- Other branches or Ministries of the Government of Ontario; and
- Other levels of government in Canada (e.g., Government of Canada).

The information may be shared with the parties mentioned above, or disclosed to third parties, for the purpose of:

- Determining the possible availability of funding for the Applicant's project under another program or initiative;
- Administration, including audit and evaluation of the Program; or
- Audit, analysis and risk assessment of the Applicant or the Project.

The Ministry may publicize a list of successful Projects, including a description of the Project, the name of the Recipient, the Project name and locations, and the amount of the contribution. This information may be used in:

- Website updates;
- Project funding announcements or other promotions; and
- In other government documents, including public reports on the progress of government initiatives.

The Applicant acknowledges that the information contained in an Application or submitted to the Ministry in connection with the Program is subject to disclosure under the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. F.31

7.6 Non-Compliance with the Terms and Conditions of an Agreement

Under the Agreement, each of the following events will constitute an event of default:

- (a) In the opinion of the Ministry, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement, including, without limitation, failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) the Recipient fails to comply with any of the terms and conditions set out in the Agreement including, without limitation, fails to carry out the Project in accordance with the Agreement or to use Funding for the purpose of carrying out the Project;
 - (ii) the Recipient fails to own or lease any of the Charging Station acquired with Program Funds for five years after the Project Completion Date;
 - (iii) the Recipient fails to comply with the reporting requirements set out in the Program Guide;
 - (iv) the Recipient or any of the Charging Stations for which Funding were provided no longer meets one or more of the eligibility requirements of the Program; or,
 - (v) the Recipient fails to maintain any of the Charging Station in good working condition usable by the public or fails to repair out-of-order Charging Station.
- (b) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (c) the Recipient ceases to operate.

If an event of default occurs, the Ministry may, at any time, take one or more of the following actions:

- (a) provide the Recipient with an opportunity to remedy the event of default upon terms and conditions set by the Ministry at its sole discretion;

- (b) reduce the amount of Funds and;
- (c) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Ministry upon giving notice to the Recipient. Termination will take effect as provided for in the notice.

For greater certainty, the rights and remedies of the Ministry under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

7.7 Liabilities and Indemnities

A Recipient that has received Program Funds is responsible for anything that may arise, directly or indirectly, in connection with the Project for which the Program Funds are received. The Ministry's involvement under the Program is for the sole purpose of, and is limited to, the provision of Program Funds.

Furthermore, a Recipient that has received Program Funds must indemnify and hold harmless the indemnified parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement with the Ministry pursuant to the Program, unless solely caused by the negligence or wilful misconduct of the indemnified parties.

A Recipient that has received Program Funds is also responsible for its own insurance and must carry, at its own costs and expense, the necessary and appropriate insurance that a prudent recipient in similar circumstances would maintain in order to protect itself and the Ministry and support the indemnification, as set out above, provided to the Ministry. For greater certainty, the Recipient will not be covered by the Province of Ontario's insurance program and no protection will be afforded to the Recipient by the Government of Ontario for any losses or proceedings that may arise out of the Program.

7.8 Compliance with the Law and Governing Law

Recipients must comply with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws applicable to any aspect of the Project, the Program Funds, or both.

The Agreement and the rights, obligations and relations of the Ministry and any Recipient will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

Appendices

Appendix A: Definitions

When used in this Guide or the associated Application Form, the words set out below that import the singular include the plural and vice versa.

Applicant means a community or organization that submits an Application Form to the Program for the purpose of obtaining Program Funds.

Application Form or Application means the form that eligible Applicants use to identify their public EV charger needs within eligible community locations.

Charging Station or Charger means the equipment or device that supplies electricity to charge an electric vehicle. A charging station can have one or multiple charging connectors and may allow multiple vehicles to charge simultaneously. While there are three types of charging stations, only level 2 and level 3 EV charging stations are eligible for this Program.

- “Level 2” represents a charging station with a 208 – 240 volt alternating current (AC); and
- “Level 3 / DC Fast Charger (DCFC)” represents a charging station with a high voltage, direct current (DC) - up to 480 volts.

Connector means what is plugged into a vehicle to charge it. Multiple connectors and connector types can be available on one port, but only one vehicle will charge at a time. Connectors are sometimes called plugs. Specific connector types include SAE J1772 (Level 2), CHAdeMO, CCS and NACS (Level 3).

Electric Vehicle or “EV” means a vehicle propelled by an electric motor with a battery as the motor’s energy storage device and using an external electricity source to recharge the battery. There are presently two types of vehicles considered EVs: Battery Electric Vehicles and Plug-In Hybrid Electric Vehicles.

Eligible Expenditure Period means the period starting on the date when a Letter of Agreement is issued and ending on the Project Completion Date.

EV ChargeON refers to Ontario’s Electric Vehicle ChargeON Program.

Guide means this Program Guide entitled “Electric Vehicle (EV) ChargeON Program”.

Hard-Wired means an EV charger that provides a dedicated electrical line from a circuit breaker to the desired charging location (i.e., is not plugged into a wall outlet).

Letter of Agreement means an agreement entered into between the Ministry and a Recipient, that sets out the terms and conditions under which the Ministry agrees to provide EV ChargeON Funds to the Recipient, including those under the Agreement, and any amendments to the Letter of Agreement. The Letter of Agreement is executed when it has been signed by both the Recipient and the Ministry.

Ministry means His Majesty the King in right of the Province of Ontario as represented by the Minister of Transportation for the Province of Ontario.

Multi-Port Charger means a single charger that can charge more than one vehicle simultaneously.

Open Charge Point Protocol (OCPP) is an open-source communication standard for EV charging stations and network software companies. OCPP compatible means a charger has OCPP installed, and is able to be controlled by any OCPP network operator upon agreement with the charger's owner (i.e., not limited by hardware, software or contract (except for a limited, defined term) to any one network operator). EV ChargeON requires the installation of OCPP v1.6 or higher.

Program means Ontario's Electric Vehicle (EV) ChargeON Program.

Program Funds or Funding or Funds means the money the Ministry provides to a Recipient pursuant to an Agreement to be used strictly towards expenditures that are eligible for EV ChargeON reimbursement for a Project and in accordance with and as set out in the Agreement.

Project means a project described in the Application Form, including any modification to the project which has received the prior written approval of the Ministry. Each Site is considered a Project under EV ChargeON.

Project Completion Date means the date on which the Recipient provides the Ministry with evidence (in the form of a Project Completion Report), satisfactory to the Ministry, that the Project is complete and accessible to the public.

Project Completion Report means the report, including documentation showing proof of costs incurred and proof of completion, that the Recipient must submit to the Ministry before receiving Program Funds.

Port provides power to charge only one vehicle at a time even though it may have multiple connectors. The unit that houses ports is sometimes called a charging post, which can have one or more ports.

Publicly Accessible means that a Charging Station is made available to the general public to use, regardless of whether it is publicly or privately owned or that it is built on publicly or privately owned private entity.

Site means the location (identified by civic address and latitude/longitude coordinates) where a Project is proposed for EV charger installation under the Program. Each Site is considered a Project under the Program.

Recipient means an Applicant whose Project has been approved and who has received, signed and returned a Letter of Agreement to the Ministry.

Tandem Installation – A project where more than one Level 3 Charger is installed at the same location. Tandem Installations also refer to a Level 3 Charger co-located with a Level 2 Charger. A Multi-Port Charger on its own is not considered a Tandem Installation.

Total Project Costs means the total verifiable cash or in-kind contributions either received or contributed by the Recipient and directly attributable to the Project.

Appendix B: Site Access Verification Form

Electric Vehicle (EV) ChargeON Program

Applicants to the EV ChargeON Program that do not own the property where the infrastructure is to be located, must provide the Ministry of Transportation with the assurance that the construction or installation of the infrastructure is authorized by the property owner.

This form is to be completed by the property owner. The Ministry of Transportation reserves the right to require that the Applicant and property owner provide further information as required in order to review and approve the application.

TO: HIS MAJESTY THE KING IN RIGHT OF CANADA, as represented by the Minister of Transportation, Ontario.

AND TO: _____

(The Applicant)

Conditional upon the Ministry of Transportation and the Applicant entering into an Agreement regarding the funding of the Project described in Electric Vehicle ChargeON Program Application Form, and in consideration of the benefits resulting from the property improvements that will accrue to

(The property owner)

from the implementation of such Project, the property owner hereby warrants that it is the owner of the land(s) at the following address(es):

(full address of the Project Site)

and hereby authorizes the installation or construction of infrastructure on that property.

Property owner

(signature)

Name

(please print)

Date

Appendix C: Proof of Funding – Contribution from the Applicant

Electric Vehicle (EV) ChargeON Program

This form is to be completed by the Applicant for its financial contribution towards the Project.

TO: HIS MAJESTY THE KING IN RIGHT OF CANADA, as represented by the Minister of Transportation, Ontario.

Conditional upon the Ministry of Transportation and the Applicant entering into an Agreement regarding the funding of the Project described in the Electric Vehicle ChargeON Program Application Form, I confirm that **INSERT LEGAL NAME OF THE APPLICANT** will contribute the amount of **INSERT \$ AMOUNT** towards the Project at **INSERT SITE NAME**.

Name and Title
(please print)

Signature of duly
authorized financial officer

Date

Electric Vehicle ChargeON Program

Appendix D: Proof of Funding – Funding from Other Contributors

Electric Vehicle (EV) ChargeON Program

This form is to be completed by the funding partner for its financial contribution towards the Project.

TO: HIS MAJESTY THE KING IN RIGHT OF CANADA, as represented by the Minister of Transportation, Ontario.

Conditional upon the Ministry of Transportation and **INSERT LEGAL NAME OF APPLICANT** entering into an agreement regarding the funding of the Project described in the Electric Vehicle ChargeON Program Application Form, I confirm that **INSERT LEGAL NAME OF FUNDING PARTNER** will contribute the amount of **INSERT \$ AMOUNT** towards the Project at **INSERT SITE NAME**.

Name and Title
(please print)

Signature of duly
authorized financial officer

Date

Appendix E: EV ChargeON Preliminary Electrical Feasibility Assessment Form

Instructions to Applicant:

- Please have the relevant LDC complete sections 2 and 3 of this form, return it to you, and then upload your completed form to Transfer Payment Ontario as part of your application.
- If your project is located in a Hydro One service area, please use the [link](#) to complete the preliminary assessment form.
- For projects located in the service territories of all other LDCs, please submit directly to the local office.

Submission of this form is required for all applications with a total electrical load of 50 kW or greater.

- This form is a preliminary assessment to inform application review. Successful projects would still be required follow all connection assessment processes as dictated by the LDC.
- All comments from the LDC will be interpreted as a 'point in time' preliminary estimate and used as part of the evaluation process.
- Completion of the form does not guarantee or "hold" electrical capacity for a project.
- Applicants are **strongly encouraged** to contact the LDC as early as possible during the application window to give LDCs adequate time to complete the form.

Section 1: Project Information (*To be completed by Applicant*)

Requested Information	Response
Applicant Name	
Proposed Site Address	
City	
Postal Code	
Description of Facility (e.g., convenience store, hospital)	
Anticipated peak demand (in kW) of charging site, with all chargers being used	
Requested service size and voltage	
Proposed in-service date	

☐ I provide permission for MTO to contact the LDC about my project

Section 2 – LDC Contact Information

Requested Information	Response
Contact Name	
Position	
Organization	
Email Address	
Signature	
Date	

☐ MTO can contact me about this project.

Section 3 – LDC Preliminary Assessment

Please check **one** of the following:

- ☐ Project is **likely feasible** to be completed and energized before the in-service date **without significant concern.**
- ☐ Project is **likely feasible** to be completed and energized before the in-service date **with the following concerns/considerations:**

- ☐ Project **faces significant challenges** in being completed and energized before the in-service date, **as follows:**

- ☐ Completing and energizing the site on or before the proposed in-service date is **likely not feasible.**

Additional Comments:

FOR THE YEAR 2023

ANNUAL ADVOCACY REPORT



OBIAA Profile

The **Ontario Business Improvement Area Association (OBIAA)** is a dynamic and influential organization dedicated to fostering the growth and prosperity of business improvement areas (BIAs) across the province of Ontario, Canada. Established with a vision to empower local communities, **OBIAA serves as a unifying force for BIAs, working collaboratively to enhance the economic vitality and vibrancy of Main Streets.**

2023 Overview

This Annual Advocacy Report outlines the critical importance of continued and unwavering support for OBIAA members. It highlights the advocacy efforts in **influencing policies, fostering economic growth, and creating vibrant, sustainable communities.**

As OBIAA continues to navigate the ever-evolving landscape of business and community development, the Advocacy Report serves as a roadmap for sustained efforts. It reaffirms **the organization's commitment to amplifying the voices of its members, ensuring their concerns are heard, and working towards policies that foster an environment conducive to thriving BIAs.**



Direct to Members



Government Relations



Media, Events
and Communications



Resources



Discussed and Future
Potential Actions

The visual icons above serve as a valuable reference guide for the Advocacy Report.



Direct to Members

- **Annual Conference** - OBIAA held their annual in-person conference in London, ON April 16-19, 2023. Key sessions included: BIA Staff, BIA Board, Municipal and Economic Development, Establishing Strong Partnerships, Building Resilient Small Downtowns, Sponsorships vs. Event Hosting, Inclusive Main Streets, Pedestrianizing the Downtown, A Vibrant Music Economy, The Potential of Public Art in Animating Streetscapes, The Power of People, Leveraging Strategic Partnerships for Events, Working with Community Partners, Playing the Long Game, Not all Members are Created Equal, Developing a Network with a Common Vision, My Main Street-Stories from the Frontlines, Accessible Tourism, Municipal Act Rewrite Deeper Dive, Magic of Community, and a Masterclass on Media Relations Training. In addition to the incredible sessions at the conference, it showcased dynamic Keynote Speakers.
- Over the course of the year, OBIAA has organized **50 Best Practices Calls** directly reaching out to its members.
- A resolution with OCOBIA was created surrounding the **CEBA repayment relief**.
- One-on-one governance training in-person or virtually to **31 BIAs**.



Government Relations

- A **sharing agreement with MPAC** was signed.
- **Participated in IDA's Parliament Hill Day**
- Met with **Provincial Minister of Small Business, Nina Tangri**, and **Federal Minister of Small Business, Rechie Valdez**.
- **Welcome letters** were sent to the Federal Cabinet ministers.
- Met with **Minister Filomena Tassi, FedDev ON** and a presentation was delivered to FedDev ON, covering key topics such as Main Streets as Clusters, OBIAA's role as a reliable partner with a proven track record to assist FedDev in collaborating with small businesses, the potential consequences of inaction, and the associated costs. The request was made to present an official proposal forthcoming in the new year.
- Attended **AMO's Homelessness Symposium**, and added a resolution to AMO's letter addressing homelessness.
- Participated in **EDCO's Queen's Park Day**
- A meeting was held directly with **Federal Minister of Small Business, Rechie Valdez** to voice the concerns of small businesses on the **CEBA** (Canada Emergency Business Account)
- Prepared and submitted a **2023 Budget Consultation** to the Province of Ontario
- Thank-you to the following Ministries who are our Board: **Ministry of Agriculture, Food and Rural Affairs, Ministry of Economic Development, Job Creation and Trade, Ministry of Heritage, Sport, Tourism and Culture Industries, Ministry of Municipal Affairs and Housing**



Media, Events, and Communications

- A total of **100 standard newsletters** were distributed to the membership, along with **53 special update newsletters**.
- Assumed a **strong leadership position, championing the cause for our members** and urging them to advocate for the forgiveness, extension, and repayment relief of the CEBA loan at higher levels of government. A comprehensive and impactful social media campaign was initiated, illustrating a compelling vision of what our main streets might face in the future if the current CEBA loan repayment structure is not extended and adjusted.
- Multiple **newspaper articles leveraging OBIAA's expertise** were published in 2023, with the most noteworthy one being "[Can Canadian downtowns find new purpose in a post-office era?](#)" featured in over **38 publications**.
- Digital Main Street (**DMS**) **Celebrated 5 Years**.
- **Guest Speaker** to the students at Humber College on Main Street Communications and Public Relations.





Resources

- The **2023 Salary Survey** was completed and a comprehensive report has been generated utilizing the data for BIAs to apply within their respective boards and memberships.
- Developed a **standardized letter template** for our members to promptly reach out to their Members of Parliament, urging swift action and advocating for the forgiveness, extension, and repayment relief of the **CEBA** loan for Main Street businesses.
- A document outlining the **rewrite of the Municipal Act** has been prepared and is ready for the next stages.
- Applied for a **grant to produce a Sustainability Guide for BIAs**.
- An **Advocacy Benefits Package** has been created.
- New **resources are added weekly** to our newsletters. An extensive list of resources can be found on our website: <https://obiaa.com/resources/>



Discussed and Future Potential Actions

The committee deliberated on the following topics, which OBIAA remains deeply committed to and will actively address those that remain relevant.

- | | |
|--|---|
| <ul style="list-style-type: none"> • AGCO changes to outdoor drinking (Patios) • An OBIAA-hosted Parliament Hill Day • AODA reporting • Bail reform • BIA Month • BIAs advocating for themselves • Bill 5 - addressing Councilor misconduct • Bill C23 - assessment, heritage impacts • State of Main Street Report • Carbon tax • CFIB Red Tape Report Card • City of Toronto Act, Chapter 19 (BIAs) consultation • Commercial mortgage renewals • Commercial Tenants' Act • Drug challenges - Decriminalizing in BC | <ul style="list-style-type: none"> • Encampment eviction court ruling • AMO Conference submission • AMO Social and Economic Prosperity Open Letter Campaign • Fall economic statements • Letter from TABIA on police investments • Municipal Act Review, as it pertains to Ontario's BIAs reviewing the Municipal Act, we have begun to identify ways to strengthen our BIAs through amendments to the Act (2024 Consultation Release) • Recycling restructuring program • Online News Act & META media ban • ROMA Conference • 2024 Budget Consultation to the Province of Ontario • OBIAA Conference • EDCO Queens Park day |
|--|---|

Thank-you to all partners and stakeholders we have worked with on any of these initiatives.

List of OBIAA Advocacy Committee Members

- **Rachel Braithwaite**, St. Catharines BIA - Advocacy Chair
- **Doug Sams**, Kerr Village BIA (Oakville) - OBIAA President
- **Deron Johnston**, Old Town Kemptville BIA
- **Kyle Marcus**, Downtown Sudbury BIA
- **Councillor Andrew Marks**, City of Timmins - Government Relations Chair
- **John Kiru**, Toronto Association of BIAs
- **Jeff MacIntyre**, Downtown Sudbury BIA Chair
- **Sue Nicholson**, Downtown Collingwood BIA
- **Amber Pajtasz**, Streetsville BIA (Mississauga)
- **Kelly Ralston**, Port Credit BIA (Mississauga)
- **Andrea Steenbakkens**, Barrhaven BIA (Ottawa)

In the upcoming year, OBIAA is ready to continue advocating for its members, aligning with the organization's mission and vision. Ontario's Main Streets and BIAs are filled with businesses of all shapes and sizes and OBIAA has positioned itself to represent both the BIAs and their businesses, especially the 'main street class' of businesses...our small businesses. Our Main Streets need to be looked upon as an industry cluster, which requires a collective measure of the value as well as the economic and community impact that our areas have. In many communities, a large portion of the tax base collected by all levels of government comes from our areas. Using downtown Toronto or Ottawa as examples, if the support and level of this tax base declines, the tax revenues will need to come from other areas and *may force residential taxes to drastically increase*.

We need to keep on finding ways and means of supporting our unique areas, which is key... **Every main street is a collective of unique buildings, history, and businesses**. This unique mix gives each and every BIA a different "vibe" and "energy", beyond the aspects of real estate assessment, tax revenue, sales revenues, employment (as our areas are employment hubs), tourism, and more.

Through COVID, many BIAs struggled, and the Advocacy Committee and indeed OBIAA, tried to assist where possible by sharing best practices, keeping BIAs informed and more. Unfortunately, some BIAs were lost and as a result their areas have lost their 'rallying cry" and **the collective good the BIA represented**, while others have seen such an outpouring of support from the community and areas outside of their boundaries that results in an increase in boundary expansions. ***Loss of BIAs is tangible to the local residents as they lose the local events that brought their community together.***

Our Main Streets offer hundreds of community events at no charge. These events create a sense of belonging and add to the vitality of the area, helping to make the community a great place to play and find joy! ***In a time of increased isolation, these events are imperative for our collective mental health. If our areas struggle, the ability to provide these community events decreases.***

The **OBIAA Advocacy Committee** and **Government Outreach Committee** have worked incredibly hard to define the value of our BIA areas. Many hours of discussions have brought valuable points of view to the table to determine which concern is the most pressing, affects the most BIAs, and needs the most amplification.

It has been my honour, as the Executive Director of OBIAA, to work with such a dedicated and passionate group of people to support and advocate for all of our BIA areas.

Sincerely,
Kay Matthews, Executive Director
OBIAA

For more information on this Advocacy Report, please contact:

Kay Matthews, Executive Director
Ontario BIA Association (OBIAA)
kay.matthews@obiaa.com



Scan here to visit the
OBIAA website



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[OBIAA_](#)



[Ontario BIA Association](#)

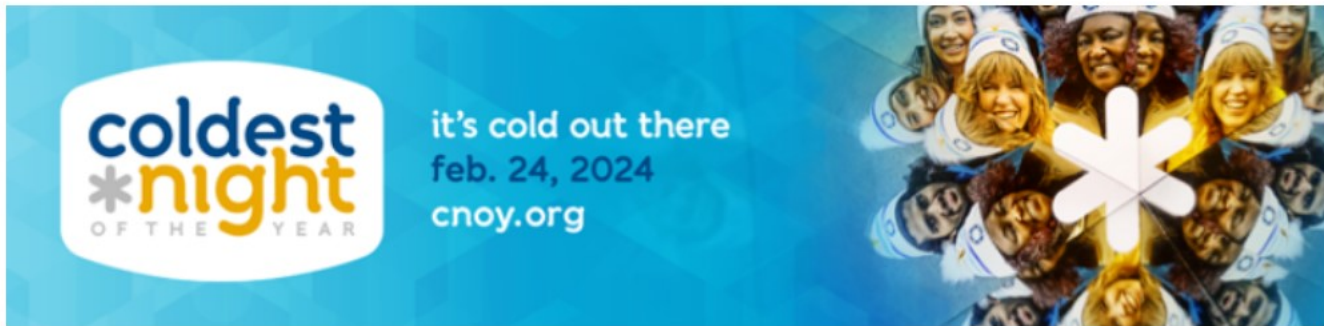


[OBIAA_](#)



LUNCHEON WITH ARPAN KHANNA, MP OXFORD COUNTY

February 22 @ 11:15 am - 1:00 pm | \$35



United Way Oxford is gearing up for the first-ever Coldest Night of the Year event on February 24.

Picture this: a frosty evening stroll, good vibes, and a chance to make a real difference. Coldest Night of the Year isn't just about braving the cold – it's about standing up for our neighbors facing hurt, hunger, and homelessness. And guess what? Your local business can be heroes in this chilly tale.

Changes to the Canada Digital Adoption Program



Changes and Walkthrough: The Canadian Digital Adoption Program

📅 March 12, 2024 | 11:30 a.m. - 12:30 p.m.

📍 Zoom

[Register Now](#)



The Canadian Digital Adoption Program has recently made changes to the expense eligibility requirements for the program. Based on the feedback we have received, applicants will now be able to apply for funding solely for search engine Optimization (SEO) or SEO in conjunction with marketing-related activities.

Board of Management Report – FIN 24-02-01

To: Board of Management

From: Mark Renaud, Executive Director
Emily Odorjan, Treasurer

Date: February 9th, 2024

Subject: DTBIA insurance requirements

This report summarizes the status of our insurance at present with recommendations to address the identified gaps in such areas as cyber-liability and other details that require improvement(s).

There is also an area of non-compliance which needs to be addressed forthwith. We also have not provided a COI, “certificate of insurance” to our landlord which is a potential default of the lease agreement.

Discussion:

The DTBIA does not have its own comprehensive insurance plan which covers Director’s and Officer’s coverage. Furthermore, the town leaving the mall has orphaned the organization with respect to CGL, (commercial general liability), and other important areas to manage risk of the organization.

Note: The work truck continues to be covered through the town’s fleet policy with Intact Public Entities and is billed quarterly however the deductible is \$10,000 and is offside with the requirements of the lessor, GMAC Financial Canada. Staff are currently working to obtain a commercial vehicle policy for the work truck.

Insurance for those activations and activities which the BIA operates from time to time are also risks that need to be managed with the appropriate level of insurance coverage(s).

Research:

The ED contacted several insurance providers, including local options and can report on the following ***for those who followed up with a response and/or interest*** in preparing a quotation for our needs:

- 1) Zen Insurance will quote all requirements except for contents and special events coverage. Quote is attached.
- 2) McFarland-Rowlands quoted for all requirements except for contents and special events coverage. No formal written quote was received, only a detailed email with estimated costs.
- 3) Nova Mutual Insurance can provide contents-only coverage as the two companies immediately listed above do not offer contents insurance for tenants of a commercial building. Quote attached.
- 4) Nova Mutual Insurance can provide the cyber-risk liability insurance.

Policy wording documents are too lengthy to include as attachments to this report.

Recommendation:

Staff makes the following recommendations with respect to the insurance needs of the organization:

- 1) Vehicle insurance will **continue** to be provided through the Town of Tillsonburg fleet policy with Intact Public Entities until there is another viable option. The cost is as billed by the Town of Tillsonburg. This does not solve for the GMAC lease compliance issue. Staff will continue to research additional options with assistance from insurance professionals.
- 2) Contents insurance for the DTBIA offices be provided by Nova Mutual Insurance at an annual rate of \$890 plus RST and 3% monthly finance fee. The equates to \$76.39 per month. We recover the RST.
- 3) Employment liability coverage, comprehensive public liability with a \$5 million limit and other ancillary coverages including Director's and Officer's liability will be provided by Zen Insurance at a total premium of \$3,550 plus RST for a monthly estimate of \$295.83. We recover the RST.
- 4) Cyber-liability coverage to \$50,000 with a \$5,000 deductible is \$264 per year or \$22 per month plus RST. We recover the HST. This is to be provided by Nova Mutual Insurance Company. We do not have any insurance at present.

The total estimated cost of binding coverage as per the above for items 2, 3 and 4 is \$392.22 per month or \$4,706.64 per annum.

The cost of the comprehensive insurance program is higher than was budgeted/planned for in 2024 however not implementing this recommendation isn't an option.

The unfunded insurance cost variance of approximately \$2,000 +/- will be covered by a reallocation of funding from other budget lines.

Summary:

The recommendations contained in this report will meet our needs while providing the insurance protection that will ensure that our risk is managed appropriately.

Staff will also bring forward a comprehensive policy for consideration by the Board of Management with respect to an annual review of all insurance matters.

MKE 24-02-01

Marketing Recap

In 2024, our goal is to enhance community connection by blending the richness of the past with a forward-looking approach, emphasizing both ***history and heritage*** alongside ***innovation and progress***. Please refer to the vision outlined below.

“Urban Renaissance 2024”: Embrace the Past, Elevate the Future

Description: This vision focuses on celebrating the rich history and heritage of the downtown area while simultaneously embracing innovation and progress. Marketing efforts will highlight the charm of historical architecture, local landmarks, and cultural heritage, combined with modern developments and technological advancements. The message aims to attract both traditionalists and forward-thinkers, positioning the downtown area as a vibrant hub where the best of the past and the future coexist.

Marketing Update

Digital Marketing Metrics

Build on our digital presence

- Revitalize Website:
 - Member Feedback Forms were collected and all feedback was organized and shared with the new web designers.
 - Next Steps: After discussions about web asset requirements and design, we will be moving forward with our new brand, adding new tools that will make our website more useful for the BIA membership, and replacing our current business directory (MapMe) with new software.
 - By taking this new route for our business directory, the BIA will be saving \$800 annually on subscription fees.
 - The estimated launch date of the new website is April 2024.
 - The launch of rebrand across all platforms will take place when the new website is live.



Digital Marketing Report - January/February Update

Campaigns

Coffee Connoisseur Experience

Target: This campaign aims to deliver/alter the perception of coffee as an experience rather than an expense. This campaign will target individuals who enjoy rich and local coffee. They value small business and tasting different roasts. This target audience will be more active on instagram and value romanticising their moments of warmth with coffee by snapping pictures. This will target people around the age of 18-55 and older who are willing to spend a little more for a cup of coffee.

Performance:

- Each video had a **reach** of over 1k.
- Each video had the most **interactions** compared to all social media posts in the last 28 days.
- 20+ followers strictly from Coffee Connoisseur reels
- Proven increase in coffee purchases at Betty's Marketplace, Nectar Bistro & Bar, and Special Occasions Cakes.
- "We had someone come in after the video was posted and b-lined it right to the coffee".
-Lindsey from Betty's Marketplace
- Broaden the audience through collaborations with coffee roasted and businesses.

Local Love

Target: This audience appreciates the hard work and dedication of the business owners in the core and their commitment to growing Downtown Tillsonburg. They view their purchases at these businesses as a way to give back to the community and take part in growing a thriving downtown. The goal is to bring a physical audience downtown to increase exposure and foot traffic to various local businesses in the area. The goal for social media is to showcase the faces behind the businesses and create a connection between the audience and the owners.

Performance:

- 85 entries into the Tillsonburg Town Centre ballot Local Lover's Giveaway
- "I heard about this online and wanted to grab a coupon package" - a patron
- Local Love heart photo **2k reach** on Facebook. Most reach in the last 28 days.
- Local Love heart photo - most engagement on a post in the last 28 days.



Top Performing Social Media Metrics

- 10.3% increase in reach on instagram
- 25% increase in page likes on Facebook

Future Digital Campaigns:

- Revitalizing Downtown, Sustaining Tomorrow: A Collective Mission
- Food: a universal language (food diversity in downtown)

Event and Activations

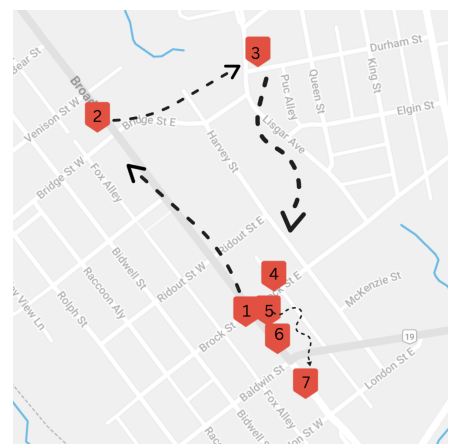
The marketing department is preparing for some exhilarating events and activations to close off winter with a BANG! The following events are a blend of charitable fundraisers dedicated to supporting local causes and interactive experiences to bring our community together.

1. CNOY - Collaboration

- As mentioned previously we felt that this fundraiser in particular would be appropriate to promote as the initiative directly addresses a prevalent issue in our community - support for the hurt, hungry, and homeless. By rallying behind this cause, we not only contribute to the betterment of our community but also showcase our downtown area's commitment to social responsibility.
- The BIA Staff and some board members will be volunteering as route marshalls along the walking route.
- If any board members would like to participate, please let Vanessa know as soon as possible.

2. Pub Shammy - Update

- The marketing department is working on creating a DIY Pub Crawl : *DTTburg Pub Shammy 2024*.
- We now have 7 businesses participating in the Pub Crawl. (Nectar Bistro and Bar, Kelseys Original Roadhouse, Royal Canadian Legion Branch 153, Jack's Snooker Club, Boston Pizza, The Copper Mug Pub, and Birds Golf Sports Lounge).
- All participating businesses will be creating a special St. Patrick's Day themed beverage for the event.
- Pub Shammy cards will be handed out at the first location - Nectar Bistro and Bar on March 16, 7pm.
- First 20 participants will receive a FREE DTTburg' Pub Shammy T-Shirt.
- A shuttle bus (The Shamrock Shuttle) will be transporting participants from points A to B.
- Sponsored KTN Taxi coupons will be available for participants to ensure that everyone arrives home safely.



3. Stuff the Bus - Collaboration

- a. The Stuff the Bus Campaign launched on Friday, February 16th. We, alongside the Helping Hands Food Bank, Town Centre Mall (Salt Hill Capital) and T:Go, will be encouraging local businesses to collect donations to bring to the bus on March 16th.
- b. See Flyer attached below.
- c. If any Board Members would like to make a donation or appearance please let Vanessa know in advance.

4. Easter - Colouring Contest/Giveaway

- a. For the second year in a row the Marketing Department will be acquiring a custom Downtown Tillsonburg Easter colouring page.
- b. Participants can join the Easter colouring contest by obtaining a sheet from our designated locations or downloading it from our website.
- c. Completed entries should be submitted by March 26, 2024 via email or dropped off to the BIA office.
- d. Winners will be selected and announced on March 27, 2024.
- e. Prizes can be claimed at the BIA office during business hours.

Local Festivals

- Canada Day
 - With the possibility of having a temporary event/marketing student through MSC join the marketing department for a duration of Q2+Q3 we are playing around with the idea of having more activations/events during the month of July for Canada Day - "Canada Week" - "Canada Month".
- TurtleFest - June 14th + 15th
 - Website and social media launch is set for Friday, February 29, 2024.
 - Vendor forms for all BIA members will be shared in the next e-blast and can be found by accessing the website.
 - The BIA plans to have a local influencer present at TurtleFest this year to extend our reach and visibility.

Additional Initiatives

- Gift Card Program
 - Due to our re-brand **new Gift Card artwork** has been supplied to Miconex and EML.
 - **Marketing Materials** - New Carrier and Window Stickers will be designed in accordance with the new Gift Card artwork. Once provided, I will be able to share with board members.

- **Program URL** - Miconex will purchase a web domain that we can use as the primary marketing URL for the program, and will be noted on all materials. The URL will land on the product page on the Downtown Gift Cards website. It is suggested that we go with www.downtowntillsonburggiftcard.com
 - We will be moving into stage 3 shortly of onboarding businesses to the program.
- **Public Art:** Please see the attached photos below. These are interactive pieces that we are working towards including in the Harvey Street streetscaping plan.
 - Incorporating nature/musical public art into the Harvey Street plan enhances the overall experience for visitors and residents. The interactive elements invite engagement from the public and adds vibrancy. Together, these elements not only beautify the streetscape plan but also contribute to a more inviting and lively downtown core.
 - In partnership with the Station Arts Centre we hope to incorporate a unique design onto the tubing, looking at it from one side you will see the world “live” and glancing from another angle you will see “explore”.

Thank you Board Members for your continuous hard work, contributions and dedication to the betterment of Downtown Tillsonburg.

Example of interactive public art for Harvey Street



PUB SHAMMY



DTTBURG
2024

GET HOME SAFE

on us.

Agent
HOLLY VALLEE

NOVA MUTUAL

519-688-3900

Visit this link to view
the route.



19+ Event



DTTBURG
PUB
SHAMMY
2024

March 16 7pm-10pm
Why walk when you can crawl?



**REQUIRE
PICK-UP?**
PLEASE CONTACT
CINDY.ALLEN19@GMAIL.COM

OR CALL
705-978-1871

HELP US STUFF THE BUS

March 16th, 2024
10:00am - 3:00pm

DRIVE OUT HUNGER

Bring your team spirit and competitive edge as local businesses go head-to-head to see who can donate the most food for those in need. Let's turn this bus into a powerhouse of kindness, making a real difference for those facing hunger in our community. Join the challenge and let the giving games begin!

**FIND
US AT**

ITEMS NEEDED

- ✓ Canned Food
- ✓ Cereals
- ✓ Lunch Box Snacks
- ✓ Pet Food

Drop-off Location:
Tillsonburg Town Centre
Broadway Entrance
200 Broadway, Tillsonburg

For More Info
Visit Our Website
www.downtowntillsonburg.ca

CONSTITUTION OF THE DOWNTOWN TILLSONBURG BUSINESS IMPROVEMENT AREA

Legal name: TILLSONBURG DOWNTOWN BIA

164 Broadway, Suite 10
Tillsonburg, ON N4G 5A8
519.842.8880

Email: info@tillsonburgbia.ca

Website: www.downtowntillsonburg.com

Facebook: Downtown Tillsonburg BIA

X – dttburg

Instagram: DowntownTillsonburg

Originally Passed by the Board of Management April 10, 2013

Confirmed by the Members on June 5, 2013

This Revised Constitution shall come into force when approved by a majority of the membership of the Tillsonburg Downtown Business Improvement Area

Amended and Passed by the Board of Management February 21, 2024.

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SECTION I: LEGAL AUTHORITY AND PURPOSE

1. Statutory Authority

The Downtown Tillsonburg Business Improvement Area (DTBIA) is established in accordance with the Municipal Act, S.O. 2001, c. 25, S 204 - 216, as amended.

Whereas pursuant to authority provided by By-Law #2003-0103, of the Corporation of the Town of Tillsonburg, there has been designated an improvement area for the improvement, beautification and maintenance of municipally owned lands, buildings and structures in the improvement area.

And whereas pursuant to By-Law #2003-0103, there has been established a Board of Management to carry out the said improvements.

And whereas pursuant to By-Law #2003-0103, the improvement area has been named the Downtown Tillsonburg Business Improvement Area;

And whereas it is desirable to have a constitution to provide operating guidelines for the said Downtown Tillsonburg Business Improvement Area or "The Downtown Tillsonburg BIA" or "DTBIA".

Therefore, the said Downtown Tillsonburg Business Improvement Area adopts the following as its Constitution:

2. Objectives

The purpose of the Downtown Business Improvement Area (DTBIA) shall be to oversee the improvement, beautification and maintenance of municipally owned land, buildings and structures in the area beyond that provided at the expense of the municipality generally; and, to promote the area as a business or shopping area.

In all instances, the Downtown Tillsonburg Business Improvement Area shall operate in conformity with the provisions of the Municipal Act and the Corporation of the Town of Tillsonburg (the Town of Tillsonburg) by-laws.

In general, the Board will:

1. Plan and administer activities for the promotion of the DTBIA as an attractive business and/or shopping area and for the maintenance and appearance of the downtown, within the established boundaries.
2. Engage in strategic planning necessary to consider and prioritize DTBIA issues.
3. Advocate on behalf of the interests of the DTBIA and its membership.
4. Manage the levy that is collected by the Town of Tillsonburg from the special BIA levy for these activities.

SECTION II: GOVERNANCE

1. Membership in the DTBIA

The boundaries of the DTBIA are established and revised from time to time by the Council of the Town of Tillsonburg. The boundaries are shown in Appendix A. All commercial property within the designated area is assessed for a special levy that is collected by the Town of Tillsonburg to support the activities of the DTBIA.

2. Eligibility

The following shall be eligible for membership in the DTBIA:

1. Property Owners: Members of DTBIA consist of persons who are assessed, on the most recent property tax assessment, with respect to rateable property in the area that is in a prescribed business property class; and
2. Tenants: Tenants of such rateable property, who, by the terms of their lease are responsible for the part of the taxes that the tenant is required to pay under the tenant's lease. In determining whether a person is a tenant or not, the decision of the Clerk of the Town of Tillsonburg, based upon the criteria set out in section 204(5) of the Municipal Act, shall be final.
3. Corporation of the Town of Tillsonburg: Upon approval of the Town Council, one (1) appointed councillor will be deemed to be a member of the DTBIA.

3. Rights and Benefits of Membership

A member in good standing is a member who is not in arrears with respect to the DTBIA levy and does not owe money to the DTBIA for any other reason. Every member who is in good standing is entitled to:

1. Attend the Annual or any Special General Meeting of the DTBIA.
2. Vote on each question arising at the Annual or any Special General Meeting of the DTBIA.
3. Hold any office of the DTBIA.
4. Cast one vote regardless of the number of properties or businesses owned by any member;
5. Designate a representative to represent their interests with the DTBIA.
6. Request that issues or items of interest be placed on the agenda of the DTBIA for discussion and/or resolution. They may contact the DTBIA office for inclusion of an item on an upcoming agenda. Additionally, with 48 hours notice, any member may make a request to make a deputation or presentation to the DTBIA; and
7. New members are personally welcomed by either staff or a member of the Board of Management. At this time, they will be presented with a New Members Kit, when available, and their preferred method of communication should be ascertained.

4. Meeting Classifications

a. Annual General Meeting

The Annual General Meeting (AGM) of the DTBIA shall be held at a location in Downtown Tillsonburg specified in the meeting notice no later than fifteen (15) months after the last AGM, and in any event, no later than the end of October in each year as determined by the Executive.

The AGM agenda shall include:

1. Annual Report of the Board of Management.
2. Audited Financial Statements for the previous year.
3. Proposed Budget for the next calendar year.
4. Minutes of last AGM.
5. Any other business that may properly be brought before the meeting.

b. Special General Meetings

From time to time, the Board may call a Special General Meeting of the membership of the DTBIA for any date and time to be held at a location in Downtown Tillsonburg as specified in the Notice.

A petition signed by 10 or more members of the DTBIA is sufficient to order a Special General Meeting within 10 days of receipt of that petition by the Executive subject to providing specific subject matter so that the Chair may prepare and circulate an Agenda.

c. Regular Board Meetings

Meetings will be at the call of the Chair, a minimum of ten (10), monthly meetings per fiscal year.

Meetings will be open to any member of the DTBIA or the public who wish to attend. Attendees who are not members of the Board of Management may not take part in the proceedings unless invited to do so by the Chair.

At least forty-eight (48) hours' notice of request to make any delegations or presentations at a meeting of the DTBIA should be given to ensure a place on the agenda and to allow time for staff to prepare any supporting or answering information that may be helpful.

d. Executive Committee Meetings

Meetings may be called by the Chair from time to time to conduct business as necessary. Minutes must be recorded, presented and ratified at the next Board of Management meeting. The Executive Committee consists of the following Officers of the Board of Management: The Chair, the Vice-Chair, the Secretary and the Treasurer and the Executive Director, unless otherwise excused by the Chair. A Minimum of fifty per cent plus one of the Executive Committee members excluding the Executive Director must be present to constitute quorum.

e. Notice of Meetings

The AGM or Special General Meeting of members shall be sent at least ten (10) days in advance to each Member and to each member of the Board of Management as well as the Clerk for the Town of Tillsonburg, and public notice must appear through appropriate DTBIA marketing and communication channels. The accidental omission to give notice of any meeting, or the non-receipt of any notice by any persons eligible, shall not invalidate any resolution passed or any proceedings taken at any meeting.

The Board Meetings shall be monthly excluding July and August and shall be posted on the DTBIA website for 12 months of the following fiscal year January through December. Agendas of Board meetings shall be published on the BIA website at least 2 days prior to each Board meeting. Members of the BIA are welcome to attend the BIA office during regular business hours to pick up a hard copy of the agenda. Minutes of Board meetings shall be published on the BIA website 2 days following approval of the Minutes by the Board of Management.

f. Quorum

A Quorum is fifty percent of the total number of Board members plus one. Quorum for the AGM or Special GM shall be equal to quorum of the current Board of Management. No business shall be transacted at any meeting unless the requisite quorum is present at the scheduled commencement of the meeting.

g. Determination of Questions

Questions arising at any meeting of Members shall be decided by a majority of votes unless otherwise stated in these policies or as required by law. At all meetings, every question shall be decided by a show of hands unless a ballot on the question is required by the Chair or requested by a Board member. The Chair shall declare a resolution has been carried or not carried. It will be entered into the Minutes of the DTBIA. It is not necessary to record the number or proportion of votes, or the voter record, unless requested by a member.

h. Meeting Procedures

At the beginning of each meeting, it is the duty of each board member to declare a Pecuniary Interest, and the general nature thereof in accordance with the Town of Tillsonburg Code of Conduct for Local Boards and Committees (Appendix B). Subject to these policies and procedures, all meetings shall be governed by Robert's Rules of Order.

5. The Board of Management

The Board of Management of the DTBIA is an appointed Board serving at the pleasure of the Council of the Town of Tillsonburg. The Board of Management may appoint sub-committees to do specialized work from time to time as may be required. Board of Management and sub-committee work is on a volunteer basis. Neither Board members nor sub-committee members or their relatives can receive payment for work related to the BIA or its sub-committees apart from budgeted and receipted expenses for materials.

a. Style of Governance

The Board of Management represents the membership of the DTBIA. It is the authority responsible directly to the members and the community for prudent oversight of the DTBIA operations. It is responsible for the articulation (and/or safeguarding) of the organizational mission and defining the outputs and outcomes it seeks. The Board is responsible for long-term planning and direction. It defines the organizational culture, values, operating principles, and parameters within which it expects the staff to manage the DTBIA's operations. The Board will focus on strategic leadership rather than administrative detail, important policy rather than operational matters. It will establish and respect distinctions between Board and staff roles and manage any overlap between these respective roles in a spirit of collegiality and partnership that supports the authority of staff and maintains proper lines of accountability.

In this spirit the Board will:

- Direct, control, and inspire the agency through careful deliberation and establishment of strategic direction and general policies.
- Monitor and regularly discuss the Board's own processes, progress and performance. Provide its members with the knowledge necessary to fulfill their responsibilities for the good governance of the organization.
- Be accountable to the membership for competent, conscientious, and effective accomplishment of its obligations as a body.
- Ensure that all business of the organization is conducted in a transparent, legal and ethical manner.
- Board members will at all times conduct their business in accordance with the principles of fair play and due legal process.

b. Powers

The Board may exercise all powers that the DTBIA may legally exercise towards the fulfillment of its objectives unless the Board is restricted by law or by the Members from exercising those powers. These powers include, but are not limited to, the power to:

- Enter into contracts or agreements.
- Make banking and financial arrangements.
- Execute documents.
- Direct the manner in which any other person or persons may enter into contracts or agreements on behalf of the DTBIA.
- Purchase, lease, or otherwise acquire, sell, exchange, or otherwise dispose of real or personal property, securities, or any rights, or interest for such consideration and upon such terms and conditions as the Board may consider advisable; and,
- Purchase insurance to protect the property, rights, and interests of the DTBIA and to indemnify the DTBIA, its Members, the Board, and Officers from any claims, damages, losses, or costs arising from or related to the affairs of the DTBIA.
- Adding or deleting membership classifications via policies and procedures.

c. Role and Function

Without limiting generality, the Board shall be responsible for:

1. Making decisions on policy affecting the DTBIA,
2. Managing the affairs of the DTBIA,
3. Appointing sub-committees as may be required to accomplish the work of the DTBIA.

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d. Borrowing Powers

The DTBIA shall not borrow money and, without the prior approval of Town Council, and may not incur indebtedness extending beyond the current fiscal year.

e. Eligibility

Each Board member shall ideally be a Member in good standing, or a representative of Member in good standing, of the DTBIA. Directors must be eighteen (18) years of age and officially appointed by Town Council.

f. Appointment and Election Process

The Board is appointed by Town Council.

A slate of Officers is brought forward by the membership every four years after the municipal elections.

The process is as follows:

1. Town Council shall appoint one member of Council. The appointed member of Council has voting privileges. The mayor is ex-officio and does not have voting privileges. Similarly, the Economic Development Commissioner is ex-officio and does not have voting privileges.
2. The remaining positions shall be based on applications received and considered by the Board of Management and recommended to the membership and finally appointed by the Town Council.
3. The Past Chair of the Board, if available, is Chair of the Nominating Committee responsible for developing a slate of candidates for election and vacancies between elections.
4. Notice of a Board election is provided to the membership at least 10 days in advance through normal communication channels and through the municipal notice process as administered by the Town Clerk's office.
5. Nominations will close 14 days before the date of the election.
6. If desired, the Chairman for the purpose of counting ballots may appoint one or more scrutinizers (who need not be members,).
7. Only one delegate per business member can be nominated for election at any one time. It is the responsibility of the DTBIA member to register their voting delegate before the election process begins.
8. The names of those Board members continuing their term must appear on the ballot.
9. Any member in good standing may be nominated by another member in good standing. A member in good standing is defined as not owing the DTBIA money (levy or otherwise).
10. The number of Board seats is 6 minimum, 10 maximum DTBIA members not including Town appointments.
11. In an election year, the new Board cannot assume its duties until approved by Council, therefore the outgoing Board must continue to hold office until their successors are appointed.
12. The Chair, Vice-Chair, Secretary and Treasurer shall be elected at the first possible meeting after a new Board is appointed.

13. The immediate Past Chair will act as an ex-officio member of the Executive Committee.
14. The Board of Management may appoint ex-officio members (without voting privileges) to the Board at its own discretion.
15. Board members may resign by resignation in writing to the Board Chair and that resignation shall be effective upon any time or date requested.
16. In the event of a vacancy occurring on the DTBIA Board of Management, the Board shall notify the Town as soon as any vacancy occurs.
 - a. The Board will determine if a replacement is needed considering the number of remaining board members, the length of term, and expressed interest from members. If the board resolves to replace the Board member, the vacancy will be advertised through appropriate communication channel. Applications will be reviewed by the Executive Committee, confirmed by a resolution of the Board and appointment by Council, through the Clerk's Office. A person qualified to be a member may hold office for the remainder of the term for which his or her predecessor was appointed.
 - b. In the event that the remaining directors of the Board no longer constitute a quorum, a membership meeting shall be called by the remaining Directors of the Board for the purposes of nominating and appointing Directors for consideration and appointment by the Town through the above process.

g. Quorum

A quorum for a meeting of the Board of Management shall be majority of the voting members of the Board.

i. Indemnification

The DTBIA shall indemnify and save harmless Board members, their heirs, executors and administrators, respectively from time to time and always from and against:

- All costs, charges and expenses whatsoever that he or she sustains or incurs in or about any action, suit, or proceeding that is brought, commenced or prosecuted against him or her, for or in respect of any act, deed, matter or thing whatsoever made, done or permitted by him or her in the execution of the duties of his or her office; and
- All other cost, charges and expenses that he or she sustains or incurs in or about or arising from or in relation to the affairs except cost, charges, or expenses thereof as are occasioned by his or her own willful neglect or default.

j. Review and Dissolution

Should a two-thirds (2/3) vote of the DTBIA members be received to dissolve the DTBIA at a special meeting held for such purpose and every member advised in writing at least 10 days in advance of such meeting, a request shall be made to the Town of Tillsonburg to repeal the by-law establishing the Downtown Tillsonburg Business Improvement Area.

Upon repeal of the by-law under the Municipal Act the Board or Management is dissolved and the assets and liabilities of the Board become the assets and liabilities of the Town of Tillsonburg.

If the liabilities assumed under subsection (2) exceed the assets assumed, the Town of Tillsonburg may recover the difference by imposing a charge on all rateable property in the former area that is in a prescribed business class.

k. Meeting Dates & Times

Board and Committee meetings are generally held at the DTBIA office, or any other place otherwise decided by the Chair presiding over the meeting. In principle, these will be held in a location in Downtown Tillsonburg.

- There shall be no less than 10 meetings per year.
- At regularly scheduled Board meetings, any member of the membership may attend, ask to be recognized by the Chair, and speak to any items on the agenda or request new business to be placed on a future agenda. However, they shall not vote.
- Meetings of the Board may be called by the Chair, the Vice-Chair, or any two members of the Board.
- The Board may hold its meetings at any place in the Town of Tillsonburg as it may from time to time determine.

SECTION III FINANCIAL MATTERS

1. Fiscal Year

The Downtown Tillsonburg BIA's fiscal year shall be the calendar year.

2. Auditor

The external Auditor for the DTBIA shall be the Auditor appointed by the Corporation of the Town of Tillsonburg and all books, documents, transactions, minutes and accounts of the DTBIA shall at all times be open to the Auditor's inspection. The Auditor shall prepare a report each year and the auditor's report shall be available to the members. The report shall contain an attestation that in their opinion the financial statements present fairly the financial position of the DTBIA and the results of its operations for the period under review in accordance with generally accepted accounting principles applied on a basis consistent with that of the preceding period.

3. Banking /Accounting

The Board shall adopt and maintain only banking arrangements and ordinary good accounting practices that are acceptable to the Auditor and keep all accounting records ready to submit from time to time to the Auditor as required.

4. Budget

The Board shall formulate an annual budget and present same to the general membership of the DTBIA for its input at the Annual General Meeting together with any other business that may be properly brought before the meeting such as the Town Auditor's findings. Upon finalization of its proposed budget, the Board shall submit said budget to Council for approval, in a form and at a time satisfactory to the Town of Tillsonburg Director of Finance and, within the limits of the estimates as approved by Council. Any funding approved will be disbursed by the Director of Finance of the Town of Tillsonburg to the Board on a

quarterly basis, or as otherwise deemed appropriate by Council from time to time. The Board shall submit an annual report for the preceding year to Town Council in the form as presented to the Membership at the Annual General Meeting. The report shall include the Audited Financial Statements.

5. Expenditures

The Board shall not expend any monies not included in the estimates approved by the Council or in a reserve fund established by Council under *Section 205*, SO 2001. The Board of Management shall not borrow money and, without prior approval of the Council may not incur any indebtedness extending beyond the current year. As provided for in the Municipal Act, DTBIA funds can only be used for improvements to publicly owned property. Expenditures cannot be used for individual businesses or private properties. The common funds must be used for the common good. Any expenditure in excess of \$750 must be approved by a quorum of the Board of Management at a meeting of the Board. If the expenditure is required to conduct immediate and pressing business, then the Executive Committee may be called upon to approve, in which case any such approved expense shall be reported to the Board at its next regularly scheduled meeting for ratification.

6. Signing Authority

- 1) Contracts, etc.: deeds, transfers, licences, contracts and engagements authorized by the Board shall be signed by any two of the Chair, Vice-Chair or Treasurer, or such other persons as may from time to time be designated by the Board, where necessary. Contracts in the ordinary course of the operations of the BIA may be entered into on behalf of the Downtown Tillsonburg BIA by any two of the Chair, Vice-Chair or Treasurer, or by any two other persons duly authorized by the Board, subject to levels of control relating to quantum, as outlined herein.
- 2) Cheques, Negotiable Instruments, etc.: All cheques, bills of exchange, negotiable instruments or other order for the payment of money, notes or other evidence of indebtedness issued in the name of the Tillsonburg District BIA, shall be signed by any two of the Executive Committee, or other such additional person as the Board may declare.

Levels of Approval: In order to ensure that the Tillsonburg District BIA office can function effectively, and there is adequate financial control by the Board, there are two levels of approval established for financial transactions, excluding contracts previously approved by the Board of Management including utility bills or other expenditures normally paid by the Executive Director with his DTBIA issued Credit Card:

- a) Level 1 – approval by two members of the Executive Committee without prior consultation with or approval by the Board of Management provided the purchase is included in the approved annual budget and not over \$1,000.00.
- b) Level 2 – transactions of more than \$1,000.00 at the direction of the Board provided that the purchase has been approved by a motion and approval is documented in the minutes or the purchase is confirmed to the Board of Management at its next meeting following the completion of the transaction, or the expense is fixed and pre-approved as in the instance of monthly rent.

SECTION III: OPERATIONS PROTOCOL

1. Code of Conduct

In addition to the Town of Tillsonburg Code of Conduct for Local Boards and Committees (Appendix B), the board is committed to effective decision-making and, once a decision has been made, speaking with one voice. Towards this end board members will:

- Keep member and community interests in mind when expressing a view point.
- Endeavor to speak from one's knowledge and experience.
- Express oneself at board meetings (even if one's view differs from that of other board members) and encourage and make it comfortable for others to do so.
- Refrain from politicking outside of board meetings.
- On important issues, encourage consensus decisions as well as ones that seek collaborative rather than compromise solutions.
- Support majority decisions even if one's view is a minority one.
- Not disclose or discuss differences of opinion on the board outside of Board meetings.
- Respect the confidentiality of information on sensitive issues especially in personnel matters.
- Refrain from speaking for the organization unless authorized to do so.
- Disclose one's involvement with other organizations, businesses or individuals where such a relationship might be viewed as a conflict of interest in accordance with Town of Tillsonburg Code of Conduct for Local Boards and Committees.
- Refrain from giving direction, as an individual board member, to any member of staff.
- Board and Committee members are to be respectful of each other and staff during meetings including arriving on time and not interrupting briefings or speakers.
- Board and Committee members should also be mindful of guests attending meetings and conduct themselves professionally and efficiently at all times.
- The Town of Tillsonburg respective policies on volunteer boards, inclusive of the Accessibility for Ontarians with Disabilities Act, Bill 158, Workplace Violence & Harassment Policy, the Equity, Diversity and Inclusion (EDI) policy and the Town of Tillsonburg Code of Conduct for Local Boards and Committees.
- At the beginning of each 4-year term, every member of the Board will receive training on the Code of Conduct, the Workplace Violence and Harassment Policy, the EDI Policy and such other training as deemed necessary by the Corporation of the Town of Tillsonburg.

2. Attendance

Directors are required to attend either in person or remotely via use of computerized technology selected by the Board of Management and actively participate in monthly Board and committee meetings.

- Directors are to inform the BIA office in advance of meetings if they are unable to attend, as well as when they are unable to perform their tasks due to travel out of town on business, vacation or illness.

- Regrets for the meetings must be received 24 hours BEFORE the scheduled meeting to avoid being marked as “Absent” from the meeting.
- The Chair will decide if meetings will be cancelled due to lack of quorum.
- The Chair is responsible for monitoring attendance records and disciplinary action regarding Board members.

3. Disciplinary Action

Disciplinary action may commence upon breach of the Conflict of Interest, confidentiality, privacy, and attendance policies.

Missing three (3) consecutive Board meetings or 50% of the meetings in a twelve-month period will commence disciplinary action. Should attendance and/or behaviour continue, further action up to and including a recommendation for dismissal from the Board may be implemented.

A recommendation for Dismissal requires a recommendation from the Chair or Integrity Commissioner or a resolution and approval of 2/3 majority of the Board at a Board meeting with the recommendation on the agenda.

Officers shall be subject to removal from the Executive at any time by resolution and simple majority of the Board.

4. Board and Committee Member Internal Communications

- The Chair is responsible for direct instruction, support and management of the BIA Executive Director.
- Board members are required to go through the Chair with instructions or requests requiring action from the BIA Executive Director, outside of approved Board decisions of action.
- Committee Chairs work directly with the BIA Executive Director to develop committee recommendations for presentation and approval by the Board and execute approved decision of the Board pertaining to committee projects.
- The Chair and Board Executive do not have the authority to override Board decisions, inclusive of those pertaining to Committees, project assignments and budget allocation.
- The BIA Executive Director is the DTBIA’s primary resource of history and procedure.
- No Committee or individual may override the approved direction of the Board.
- The BIA Executive Director provides direction and support and acts as a resource to the Board and Committees.
- Only discussions recorded in DTBIA minutes reflect decisions of the Board and Committees. The Board does not accept private discussions and agreements between Members until they are brought to the Board for formal discussion, decision and recording.
- Board and Committee members contact their respective Chairs with comments and concerns pertaining to issues arising or items in progress. The Chairs consolidate these discussions, brief the BIA Executive Director and report (preferably in writing) at the next Board meeting.

- Individual Board and Committee members should not contact staff directly with specific requests or direction requiring action outside of what has been approved in Minutes at Board or committee meetings.
- Chairs are responsible for managing meetings, moving the agenda along, reporting at meetings and ensuring action is executed (by staff and others).
- The Board, Executive, and sub-committees shall generally operate using Robert's Rules.
- Board and Committee members are responsible for preparing for, attending and participating at meetings, keeping their comments concise and constructive and volunteering for action items.
- The Board will endeavor to conduct meetings in a time efficient manner.

5. Changes to Policies or Procedures

- The Board of Management and the Executive Director shall adhere to this Constitution, all applicable By-laws of the Town of Tillsonburg and the sections of the Municipal Act, S.O. 2001, c. 25, S 204 - 216, as amended, and any other approved Policy approved by the DTBIA. In the absence of any of these, the Board of Management and Executive Director shall be guided by Best Practice.
- Board members and/or staff seeking changes to policies and procedures must first obtain a briefing from staff and/or appropriate Executive Member on background of subject to clearly understand existing established process.
- Changes should be developed in consultation with the BIA Executive Director and/or Executive Committee as the primary source of memory for the DTBIA.
- Members seeking changes must present their recommendations to the Executive Committee, for discussion and recommendation to the Board.
- Recommendations must include reason for requesting change and an explanation as to how the change will improve existing process.
- The Executive shall provide a recommendation to the Board regarding any proposed changes to the policies and procedures.

6. Closed Meetings

Meetings of the Board and committees are open to the public, except when it is necessary to go in-camera. In-camera meetings will follow the Town of Tillsonburg Procedural By-Law #4173 consolidated by #2020-30. In general, these include:

- security of the property of DTBIA.
- personal matters about an identifiable individual.
- proposed or pending acquisition or disposition of land by DTBIA.
- labour relations or employee negotiations.
- litigation or potential litigation affecting the DTBIA; and
- advice that is subject to solicitor-client privilege.

Any motions from in-camera sessions will be recorded in the minutes.

7. Ex-Officio Members of Boards and Committees

Frequently Boards and committees contain some members who are members by virtue of their office, and therefore, are termed ex-officio members. The Board may appoint ex-officio members for the purpose of special skills. When such members cease to hold the office his/her membership on the Board terminates automatically. If the ex-officio member is not under the authority of the Board, he/she has all the privileges, but none of the obligations of membership. Ex-officio members may not vote at meetings of Boards or committees.

8. External Communications

The Chair is the primary contact for reporting to the Town Council, committees of Council and all media inquiries. The Chair may delegate external communications to the Executive Director as may be required from time to time.

9. Standard of Care

Every Board member and staff shall:

- Exercise the powers and discharge the duties honestly, in good faith, and in the best interests of the DTBIA; and
- Exercise the degree of care, due diligence, and skill that a reasonable prudent person would exercise in comparable circumstances.

10. Consistency with Legislation

Nothing contained in this by-law shall require the commission of any act which is contrary to the expressed provisions of the Municipal Act or any by-laws of The Corporation of the Town of Tillsonburg relating to the Board of Management of the area or "Business Improvement Area" as defined by the Municipal Act.

If there shall exist a conflict between any provision contained in these by-laws and any such provision of the Municipal Act or the By-Laws, the latter shall prevail, and the provision or provisions herein affected shall be curtailed, limited, or eliminated to the extent necessary to remove such conflict, and as so modified so that these by-laws shall remain in full force and effect.

11. Amendments

By-laws of the DTBIA may be enacted, repealed, amended, added to, or re-enacted by the Board of Management, and sanctioned by an affirmative vote of at least two thirds of the members present at a General Meeting of Members duly called to consider confirmation of such by-law amendment, or at an Annual General Meeting, whichever occurs first.

12. Position Descriptions

Directors

The Board is subordinate to the body that elects/appoints them (the membership) and has the authority of the membership to be exercised between its Annual General Meetings.

- Board members are appointed by Town Council. The Board shall recommend to Council a proposed slate of Directors for approval.
- Board members are generally DTBIA members in good standing or an authorized representative of a DTBIA member in good standing.
- Support and further the mandate of the DTBIA, represent the DTBIA by bringing forward relevant issues, vote responsibly, review and understand the issues facing the DTBIA through discussion, study supporting documentation, show solidarity with the DTBIA, advocate on behalf of the DTBIA with the external community – especially with politicians as business leaders in the community.
- Assist DTBIA staff, as volunteers, to further the strategic direction of DTBIA.
- Special responsibilities include attending DTBIA events and the Annual General Meeting, participation on committees and supporting DTBIA events as a volunteer.
- The Board shall recruit new members to fill vacancies that arise during, and at the expiry of, the four-year municipal appointments process.

Directors are responsible for:

- Drafting and approving of Policies and Procedures to ensure the effective operation of the DTBIA and for amending these Policies and Procedures as necessary.
- Ensuring that Board Policies and Procedures are implemented effectively.
- Acting as a legal entity to enter into contracts required by the activities of the Board.
- Electing an Executive who will also act as Signing Officers for the Board.
- Approving an annual budget for presentation to the DTBIA membership for approval, submitting the approved budget to the Town of Tillsonburg and implementing the annual budget as approved by the Town Council.
- Ensuring that financial transactions are appropriately carried out, that records of all financial transactions are maintained and that these records are audited annually by the auditing firm specified by the Town of Tillsonburg.
- Ensuring that minutes of all Board and Executive meetings are recorded and distributed to the Town of Tillsonburg and the BIA membership.
- Establishing sub-committees and appointing representatives to those sub-committees as required to deal with issues identified by the Board or as requested by the Town of Tillsonburg.
- Ensuring hiring of staff to carry out the Board's directives.
- Ensuring timely communication with the members regarding its activities, including but not limited to, arranging General Meetings of the membership.
- All other activities necessary to the effective operation of the Board and the DTBIA.

DTBIA Executive

The Board appoints an Executive committee from the Board of Directors as their representatives between monthly Board meetings.

- The Executive committee may not override previous Board decisions or make changes to the Budget.
- Executive members may be expected to meet between Board meetings and in emergencies.
- Quorum for all meetings of the Executive Committee shall consist of a majority of the members of the committee.
- Generally, only one Executive position may be held by any one member unless the list of nominees for the fiscal year is exhausted.
- The composition of the Executive shall be approved by the Board by a simple majority upon each change in the membership of the Executive.
- The initial approval of the Executive shall be at the first meeting of the new Board after the municipal appointments process has been completed.
- All decisions are subject to approval and ratification at the next Board of Management meeting. Minutes must be taken and presented at the next Board of Management meeting.

Chair

The Chair ensures the effective and efficient action of the Board in governing and supporting the organization and oversees Board affairs. The Chair is:

- Is elected by the Board.
- May hold the position for a maximum of two consecutive terms excluding partial terms.
- Is ex-officio to every Committee.
- Is one of four authorized signatories for the affairs of the Board.
- Has primary Human Resources responsibilities for the BIA Executive Director. In the Chair's absence, this responsibility falls to the Vice-Chair.
- Is accessible to DTBIA staff with limited travel outside of Ontario to ensure availability for signatures and to respond to direction required by the BIA Executive Director and media inquiries.
- Leads the Executive Committee and Board.
- Is responsible for dealing with the Directors on any issues of performance or conduct.
- Acts as the representative of the Board as a whole.
- Is the Board's media spokesperson.
- Represents the DTBIA in the community and the community to the Board.
- Develops agendas for meetings in concert with the BIA Executive Director and Executive.
- Presides at Board meetings including the Annual General Meeting.
- Calls and Chairs the Annual General Meeting.
- Calls and Chairs the Executive Committee meetings as needed.

- Serves as the BIA Executive Director's primary point of contact providing direction + accountability. In the Chair's absence, this responsibility falls upon the Vice-Chair.
- Leads the search and selection committee for hiring staff.
- Convenes Executive Committee discussions on evaluation of the BIA Executive Director, negotiating employee compensation and benefits package and ensures appraisal policy is followed.
- Provides a written report for distribution to the membership for inclusion in DTBIA communication materials.
- Assumes duties of Past Chair if the immediate Past Chair is unavailable.

Vice-Chair

The Vice-Chair acts in the absence of the Chair and assists the Chair in his or her duties. The Vice-Chair:

- Is elected by the Board.
- Is one of four authorized signatories for the affairs of the Board.
- Is a member of the Executive Committee.
- May hold the seat for a maximum of two consecutive terms excluding partial years.
- Recommends to the Board which committees are to be established, seeks volunteers for committees and coordinates individual Board members assignments.
- Makes sure each committee has a chairperson and stays in touch with chairpersons to ensure their work is carried out.
- Supports the Chair in management of Human Resources of the Board.
- Identifies committee recommendations that should be presented to the full Board.
- Special responsibilities include recruiting and orientation of Board members and leading special projects of the Board.

Treasurer

The Treasurer is the primary financial monitor for the Board, including payment requests and auditing statements. The Treasurer manages the review of, and action related to, the Board's financial responsibilities. The Treasurer is:

- Is elected by the Board.
- Is a member of the Executive Committee.
- Is one of four authorized signatories for the affairs of the Board.
- Is responsible for reviewing all financial documents prepared by the Town and DTBIA staff.
- The Treasurer is responsible for reporting financial information to the Board including monthly financial reports, audited statements and annual budget.
- Chairs the Finance Committee that prepares the annual budget for presentation to the DTBIA membership for approval, submitting the approved budget to the Town of Tillsonburg and implementing the annual budget as approved by the Town Council.
- Presents the audited statements and annual budget to the membership at the Annual General Meeting. In their absence, this role is completed by the Chair.
- Liaisons with Town financial staff if required.
- Primarily this work is completed by the BIA Executive Director.
- The Treasurer is required to inform the BIA Executive Director when he/she will not be available to sign documents (for example, when out of town on business,

vacation, illness, etc.) in order that paperwork requiring the Treasurer's signature may be prepared to accommodate the Treasurer's schedule.

Secretary

The secretary has primary responsibility for ensuring accuracy of all proceedings and documents, in support of the BIA Executive Director and other staff. The Treasurer is:

- Is elected from the Board.
- Is a member of the Executive Committee.
- Is one of four authorized signatories for the affairs of the Board.
- Ensures accuracy of minutes and reports from proceedings and actions.
- Acts in place of staff absence in minute recording and document preparation.
- Is the official custodian of all records, correspondence, contracts, and other documents belonging to the DTBIA.
- Ensures that minutes of all Board and Executive meetings are recorded and distributed to the Town of Tillsonburg and the BIA membership.

Past Chair

The Past Chair is the immediate Past Chair, should the resigning Chair remain a member of the Board. The Past Chair:

- Must be a duly elected/appointed Director.
- Will support the Chair and Executive in transition efforts to ensure organizational success.
- Past Chair is Chair of the Nominating Committee responsible for developing a slate of candidates for election and vacancies between elections.
- All Past Chairs shall be invited to the AGM as a stakeholder as long as desired.
- Past Chair will act as an ex-officio member of the Executive Committee.
- In the absence of the Past Chair, all duties fall to the current Chair.

Committees

Committees are a body of one or more persons appointed or elected by the Board to consider, or investigate, or take action in regard to certain matters or subjects.

- Committees can be a Standing Committee such as a Marketing Committee or an ad-hoc committee formed for a limited time.
- The Board forms "working" committees consisting of a minimum of one Board member who is Chair of the committee and responsible for reporting committee progress to the Board at monthly Board meetings.
- Committees can also include ex-officio members and persons of expertise who assist the BIA Executive Director with tasks requiring action.
- Committees have a Chair and Secretary, whom they select if they are not appointed by the Board.
- They put forward recommendations to the Board for discussion and approval.
- Decisions of Committees may be executed once they are approved by the Board.
- The Chair of the Committee updates the membership in DTBIA communication materials.

- Committees shall meet as often as necessary to perform the committee's mandate.
- Committees shall keep accurate records of its activities, including minutes, agendas, and attendance, OR submit a verbal or written report to the Board on these matters to be recorded in the minutes as directed by the Board.
- Committees propose initiatives and suggest expenditures for approval by the Board.
- Committees have no independent financial standing and must submit estimated project budgets and basic income and expense reports to the Board. Similarly, if Committees contract out work related to their activities, the Board must approve the expense and those employed.

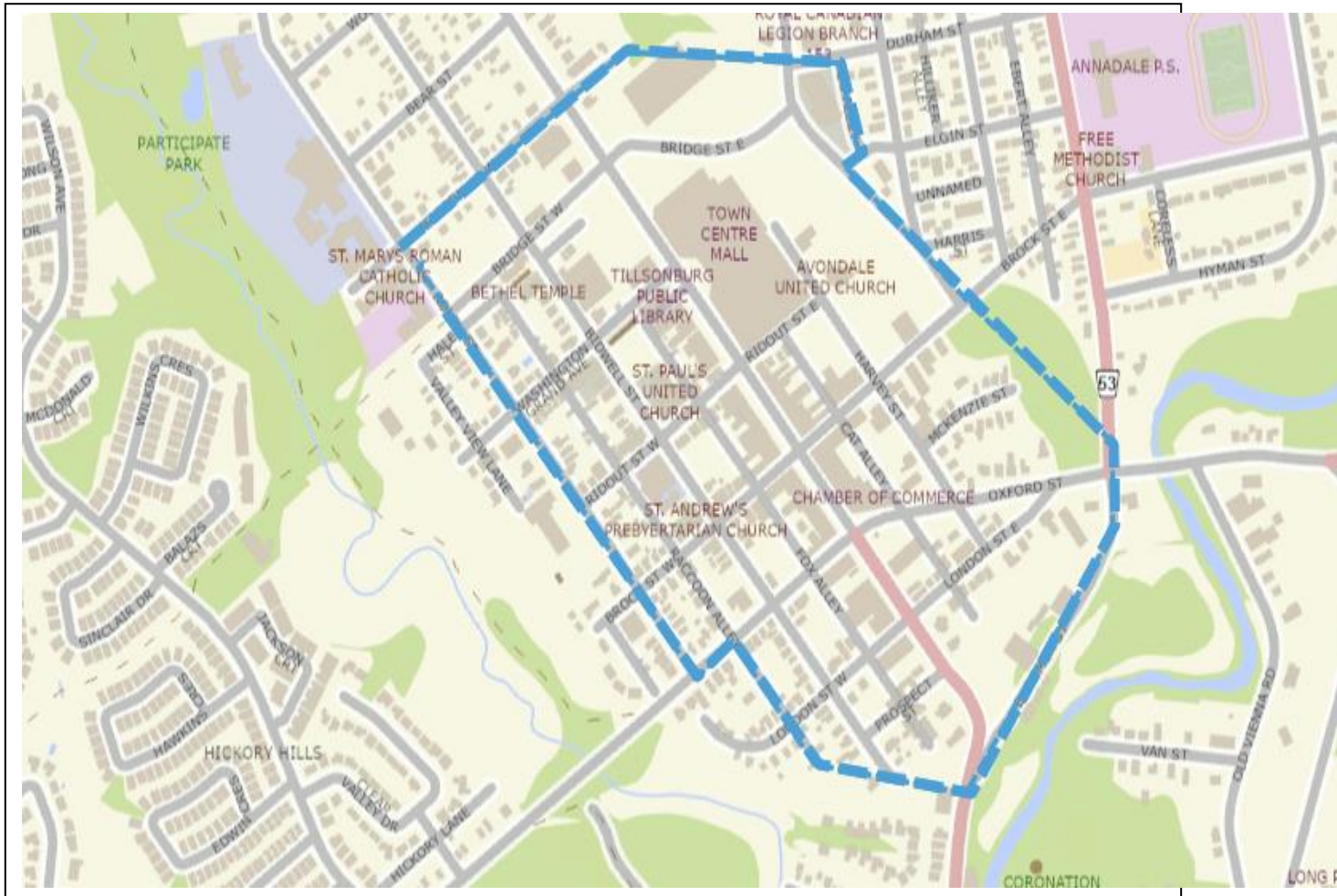
13. External Committees

External Committee representation will be the Chair. The Chair may delegate representation to the Officers of the DTBIA Board of Management or the Executive Director.

- External Committee representatives are required to report information approved by the Board of Management relative to the Board's position on external committee discussions and included in the DTBIA's records (minutes of meetings).
- Representatives are expected to focus their comments around Board approved decisions.

APPENDIX A

Downtown Tillsonburg BIA Boundaries



In accordance with By-Law 2013

The boundaries of the DTBIA include parts of:

North – Venison Street
West – Rolph Street
South – Bloomer Street
East – Lisgar Avenue

APPENDIX B

Town of Tillsonburg Code of Conduct

2-003

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COUNCIL AND BY-LAW

Policy 1-003: Code of Conduct

Approval Date: May 27, 2019

Approval Authority: Council, By-Law 4305

Effective Date: May 27, 2019

Next Scheduled Review Year: 2023

Department: Office of the Clerk

Last reviewed: 2021

Revision Date/s: December 14, 2015

May 9, 2011

February 8, 2010

Schedules:

Form A – Disclosure Statement

Form B – Formal Complaint Form/Affidavit

POLICY STATEMENT

Attaining an elected position within one's community is a privilege which carries significant responsibilities and obligations. Members of Council (comprising the Mayor, Deputy Mayor and Councillors) are held to a high standard as leaders of the community and they are expected to become well informed on all aspects of municipal governance, administration, planning and operations. They are also expected to carry out their duties in a fair, impartial, transparent and professional manner.

PURPOSE

A Code of Conduct will reinforce the Town of Tillsonburg's Accountability and Transparency Policy and other relevant legislation within which all Members of Council, Local Boards and Advisory Committees must operate. The Code of Conduct serves to enhance public trust and improve the quality of public administration and governance by encouraging high standards of conduct on the part of all government officials, ensuring that those Members share a common standard of integrity through adherence to its principles.

2-003

SCOPE

The Code of Conduct is intended to supplement and be compatible with the laws governing the conduct of Members. The key principles include:

- Members to whom this Code of Conduct applies shall serve in a conscientious and diligent manner.
- Members shall be committed to performing their functions with integrity without using the influence of their office.
- Members shall avoid all conflicts of interest.
- Members are expected to perform their duties of office and to arrange their private affairs in a manner that promotes public confidence and will bear close legal and public scrutiny;
- Members are responsible for making honest statements and shall not make any statement when they know that statement is false, or with the intent to mislead other Members or the public; and,
- Members shall serve the public interest by upholding the laws and policies established by the Federal Parliament, Ontario Legislature, and the laws and policies adopted by the Town.

This Code of Conduct is intended to provide a guideline for elected officials in exercising their policy-making role having regard to the statements and ideals as enunciated hereunder.

1. Definitions

In the Code of Conduct, the terms “child”, “parent” and “spouse” have the same meanings as in the Municipal Conflict of Interest Act.

“Advisory Committee” or “Committee” means a committee established by Council to advise on matters which Council has deemed appropriate for the committee to provide recommendations for Council’s review, including any ad hoc, subcommittee or task force.

“Clerk” means the Municipal Clerk for the Corporation of the Town of Tillsonburg.

“CAO” means the Chief Administrative Officer for the Corporation of the Town of Tillsonburg.

“Code of Conduct” means the “Code of Conduct” for Members of Council, Local Boards and Advisory Committees”.

“Complainant” means a person who has filed a complaint under the Code of Conduct.

“Complaint” means an alleged contravention of the Code of Conduct submitted to an Integrity Commissioner appointed by the Council of the Town of Tillsonburg.

“Council” means the Council of the Town of Tillsonburg.

2-003

"Integrity Commissioner" means the officer appointed by council pursuant to Section 223.3 of the Municipal Act, 2001.

"Immediate relative" shall mean a parent, spouse, child, sister, brother, sister-in-law, brother-in-law, daughter-in-law, son-in-law, father-in-law, mother-in-law as well as step-relationships and half-relationships; spouse shall mean the person to whom a person is married or with whom the person is living in a conjugal relationship outside of marriage; this definition shall also include any other person(s) that are living with the employee on a full-time basis whom the member/employee (appropriate to the document) has demonstrated a settled intention to treat as an immediate relative.

"Local Board" shall mean one of the following boards quasi-judicial committees established by the Council:

- Downtown Tillsonburg Business Improvement Area (BIA) Board of Management
- Property Standards Appeal Committee
- Committee of Adjustment

"Meeting" means any regular, special or other meetings of council, of a local board or a committee of either of them, where a quorum is present and members discuss or otherwise deal with any matter in a way that materially advances the business or decision making of the council, local board or committee.

"Member of Council" or "Member" means any person duly elected or appointed to serve on the Council of the Town of Tillsonburg, Committee or Local Board.

"Town" means The Corporation of the Town of Tillsonburg.

Any reference in this Code of Conduct to a statute, regulation, by-law, guideline, policy or other enactment shall be deemed to include any amendment, replacement, successor or consolidation of such statute, regulation, by-law, guideline, policy or other enactment.

2. Statutory Provisions Regulating Conduct

This Code of Conduct is meant to supplement existing legislation governing the conduct of Members, including but not limited to:

- Municipal Act
- Municipal Conflict of Interest Act
- Municipal Elections Act
- Municipal Freedom of Information and Protection of Privacy Act
- Provincial Offences Act
- Human Rights Code
- Criminal Code
- By-laws and policies of Council as adopted and amended from time to time, including but not limited to the Procedural By-law and the Tillsonburg Purchasing Policy.

3. Application

This Code of Conduct shall apply to all Members of Council, Local Boards and Advisory Committees.

4. Conduct at Meetings

Members shall conduct themselves with decorum at all meetings in accordance with the provisions of the Town's Procedural By-law or the applicable procedural by-law of that Local Board. Respect for delegations, fellow Members and Staff requires that all Members show courtesy and not distract from the business of the Town during presentations and when other Members have the floor. Use of electronic equipment during meetings should be limited for use/access for meeting purposes.

5. Transparency and Openness in Decision Making

Members will conduct and convey Council, Committee or Local Board business in an open and public manner so that the process, logic and rationale which were used to reach conclusions or decisions are available to the stakeholders.

6. Improper Use of Influence

No Member shall use the influence of his or her office for any purpose other than for the exercise of his or her official duties.

Examples of prohibited conduct are the use of one's status as a Member to improperly influence the decision of another person to the private advantage of oneself or immediate relative, staff members, friends, or associates, business or otherwise. This includes attempts to secure preferential treatment beyond activities in which Members normally engage on behalf of their constituents as part of their official duties. Prohibited conduct also includes the holding out of the prospect or promise of future advantage through a member's supposed influence within Council, Committee or the Local Board in return for present actions or inaction.

For the purposes of this provision, "private advantage" does not include a matter that:

- a) is of general application.
- b) affects a member, his or her immediate relative, staff members, friends, or associates, business or otherwise as one of a 'broad class of persons' (such as taxation which affects residents, owners or tenants of land within the Town as a whole); or
- c) concerning the remuneration or benefits of a Member as a Member of Council or of a Local Board.

7. Discreditable Conduct

All Members have a duty to treat members of the public, one another and staff appropriately and without abuse, bullying or intimidation. All Members shall ensure that their work environment is utterly free and completely devoid of discrimination, and personal and sexual harassment.

The Ontario Human Rights Code applies, as does the Town's Discrimination and Harassment-Free Workplace Policy which recognize the right of every employee to work in an environment that is free from discrimination and harassment, by the

employer, agent of the employer, another employee, or any other person with whom s/he comes into contact in the normal performance of his/her duties.

Members shall abide by the provisions of the Human Rights Code, and, in doing so, shall treat every person, including other Members, employees, and individuals providing services on a contract for service, students on placements, and the public, with dignity, understanding and respect.

In accordance with the Human Rights Code, Members shall not discriminate against anyone based on their race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status, or disability.

In accordance with the Human Rights Code, harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.

Without limiting the generality of the foregoing, members shall not:

- a) make inappropriate comments or gestures to or about an individual where such conduct is known or ought reasonably to be known to be offensive to the person(s) to whom they are directed or are about.
- b) display materials or transmit communications that are inappropriate, offensive, insulting or derogatory.
- c) make threats or engage in any abusive activity or course of conduct towards others;
- d) vandalize the personal property of others.
- e) commit assault of any kind, including making unwanted physical contact, including touching, patting, or pinching; or
- f) refuse to converse or interact with anyone based on any ground listed in the Human Rights Code.

8. Conduct Respecting Staff

Members shall acknowledge that only Council or the applicable Local Board as a whole has the authority to approve budget, policy, processes and other such matters unless such authority has been delegated. Members shall direct requests outside of Council or Local Board approved budget, process or policy, to the appropriate Committee or Chief Administrative Officer of the Corporation.

Under the direction of the Chief Administrative Officer, Staff serve the Council, Committee or the Local Board as a whole, and the combined interests of all Members as evidenced through the decisions of Council, Committee or the Local Board. Members shall be respectful of the role of staff to provide advice based on political neutrality and objectivity and without undue influence from any individual Member or faction of the Council, Committee or the Local Board. Accordingly, no Member shall maliciously or falsely injure the professional or ethical reputation, or the prospects or practice of staff, and all Members shall show respect for the professional capacities of staff.

No Member shall compel staff to engage in partisan political activities or be subjected to threats or discrimination for refusing to engage in such activities. No Member shall use, or attempt to use, their authority or influence for the purpose of intimidating, threatening, coercing, commanding, or influencing any staff member with the intent of interfering with that person's duties, including the duty to disclose improper activity. Members and staff shall be respectful of each other's time and arrange appropriate opportunities to discuss matters before formal meetings, where possible, which can be included and/or further discussed at the meeting.

In practical terms, there are distinct and specialized roles carried out by Council, Committees or the Local Board as a whole and by Members when performing their duties. The key requirements of these roles include dealing with constituents and the general public, participating as Committee Members, and participating as Council representatives on agencies, boards, commissions and other bodies. Similarly, there are distinct and specialized roles expected of Town staff in both the carrying out of their responsibilities and in dealing with the Council or Committee or the Local Board.

9. Communications and Media Relations

Members will attempt to accurately and adequately communicate the attitudes and decisions of Council or the Local Board, even if they disagree with a majority decision of Council or the Local Board so that:

- a) there is respect for the decision making processes of Council or the Local Board;
- b) official information related to decisions and resolutions made by Council or the Local Board will normally be communicated in the first instance to the community and the media in an official capacity by the Mayor/Chair or designate;
- c) information concerning adopted policies, procedures and decisions of the Council or the Local Board is conveyed openly and accurately; and
- d) confidential information will be communicated only when and after determined by Council or the Local Board.

10. Conduct Regarding Current And Prospective Employment

No Member shall allow the prospect of his or her future employment by a person or entity to detrimentally affect the performance of his or her duties to the Town or the Local Board.

11. Confidential Information

Confidential information includes information in the possession of, or received in confidence by the Town, Committee or the Local Board that the Town, Committee or the Local Board is either prohibited from disclosing, or is required to refuse to disclose, under the Municipal Freedom of Information and Protection of Privacy Act (referred to as "MFIPPA"), or other legislation. Generally, MFIPPA restricts or prohibits disclosure of information received in confidence from third parties that is of a corporate, commercial, scientific or technical nature and is provided expressly or implicitly in confidence, information that is personal, and information that is subject to solicitor-client privilege.

The Municipal Act, 2001 allows information concerning personnel, labour relations, litigation, property disposal and acquisition, the security of the property of the municipality or a local board, and matters authorized on other legislation, to remain confidential. For the purposes of the Code of Conduct, “confidential information” also includes this type of information.

No Member shall disclose or release by any means to any member of the public, any confidential information acquired by virtue of their office, in either oral or written form, except when required by law or authorized by Council or the Local Board to do so. Nor shall Members use confidential information for personal or private gain, or for the gain of immediate relatives or any person or corporation.

Under the Town’s Procedural By-law, a matter that has been discussed at an in-camera (closed) meeting remains confidential. No Member shall disclose the content of any such matter, or the substance of deliberations, of the in-camera meeting until the Council or committee or the Local Board discusses the information at a meeting that is open to the public or releases the information to the public.

The following are examples of the types of information that a Member must keep confidential:

- items under litigation, negotiation, or personnel matters;
- information that infringes on the rights of others (e.g., sources of complaints where the identity of a complainant is given in confidence);
- information deemed to be “personal information” under MFIPPA; and

The above list is provided as an example and is not exclusive. Requests for information will be referred to Municipal Clerk to be addressed as either an informal request for access to municipal records, or as a formal request under MFIPPA.

Members should not access or attempt to gain access to confidential information in the custody of the Town or the Local Board unless it is necessary for the performance of their duties and not prohibited otherwise.

12. Gifts and Benefits

Members shall not accept a fee, advance, gift or personal benefit that is connected directly or indirectly with the performance of his or her duties of office, unless permitted by the exceptions listed below.

For these purposes, a fee, advance, gift or personal benefit provided with the Member’s knowledge to an immediate relative or business that is connected directly or indirectly to the performance of the Member’s duties is deemed to be a gift to that Member.

The following are recognized as exceptions:

- a) compensation authorized by by-law.
- b) such gifts or benefits that normally accompany the responsibilities of office and are received as an incident of protocol or social obligation.

c) a political contribution otherwise reported by law, in the case of Members running for office; (i.e. disclosure related to election campaign contributions that are required to be otherwise reported.)

d) services provided without compensation by persons volunteering their time.

e) a suitable memento of a function honouring the Member.

f) food, lodging, transportation and entertainment provided by provincial, regional and local governments or political subdivisions of them, by the Federal government or by a foreign government within a foreign country, or by a conference, seminar or event where the Member is either speaking or attending in an official capacity.

g) food and beverages consumed at banquets, receptions or similar events, if:

i. attendance is resultant to protocol or social obligations that accompanies the responsibility of office.

ii. the person extending the invitation, or a representative of the organization is in attendance; and

iii. the value is reasonable and the invitations infrequent; and

h) communication to the offices of a member, including subscriptions to newspapers and periodicals.

In the case of categories (b), (e), (f), (g) and (h), if the value of the gift or benefit exceeds \$200, or if the total value received from any one source over a twelve (12) month period exceeds \$200, the Member shall within thirty (30) days of receipt of the gift or of reaching the annual limit, file a disclosure statement with the Clerk.

The disclosure statement (see Form A) must indicate:

1) the nature of the gift or benefit.

2) its source and date of receipt.

3) the circumstances under which it was given or received.

4) its estimated value.

5) what the recipient intends to do with the gift; and

6) whether any gift will at any point become the property of the Town.

All disclosure statements will be a matter of public record.

On receiving a disclosure statement, the Clerk shall make the disclosure statement public. If a member of the public believes the Member has not conformed to the requirements of the Code of Conduct with respect to accepting gifts and benefits, he or she may request the Chief Administrative Officer examine the statement to ascertain whether the receipt of gift or benefit might, in his or her opinion, create a conflict between a private interest and the public duty of the Member. In the event that the Chief Administrative Officer makes that preliminary determination, he or she shall call upon the Member to justify receipt of the gift or benefit.

Should the Chief Administrative Officer determine that receipt was inappropriate, s/he may direct the Member to return the gift, reimburse the donor for the value of any gift or

benefit already consumed or forfeit the gift or remit the value of any gift or benefit already consumed to the Town.

Except in the case of (a), (c) and (f), a member may not accept a gift or benefit worth in excess of \$500 or gifts and benefits from one source during a calendar year worth in excess of \$500, unless it falls within the exemption.

13. Use of Town Property, Services and Other Resources

Members should not use or permit the use of Town or Local Board property, land, facilities, equipment, supplies, services, staff or other resources for activities other than the business of the Town or Local Board.

Members are required to follow the provisions of the Municipal Elections Act, 1996 with respect to elections. Members shall not use the property, land, facilities, equipment, supplies, services or other resources of the Town or the Local Board (including but not limited to Councillor newsletters and websites linked through the Town's website) for any election campaign or campaign-related activities. No Member shall undertake campaign-related activities on Town property during regular working hours unless permitted by Town policy (e.g., all candidates meetings). No Member shall use the services of persons for election-related purposes during hours in which those persons receive any compensation from the Town or the Local Board.

14. Implementation

At the beginning of each term, Members will be expected to sign an acknowledgment form to convey to each other and all stakeholders that they have read, understand and accept the Code of Conduct.

A Code of Conduct component will be included as part of the orientation workshop for all new Members.

Members are expected to formally and informally review their adherence to the provisions of the Code on a regular basis or when so requested by Council.

15. Complaint Protocol

Any individual, organization, Town or Local Board employee, and Member, who has reasonable grounds to believe that a Member has breached a provision of the Code of Conduct, may file an application to the Integrity Commissioner using the Formal Complaint Form. An application may only be made within six weeks after the applicant became aware of the alleged contravention. An application may be made more than six weeks after the applicant became aware of the alleged contravention if both of the following are satisfied:

a) The applicant became aware of the alleged contravention within the period of time starting six weeks before nomination day for a regular election, as set out in section 31 of the Municipal Elections Act, 1996, and ending on voting day in a regular election, as set out in section 5 of that Act.

b) The applicant applies to the Commissioner under subsection (2) within six weeks after the day after voting day in a regular election, as set out in section 5 of the Municipal Elections Act, 1996.

A complainant does not have to pursue the informal complaint process set out in Section 15.1 prior to proceeding with the formal complaint process set out in Section 15.2.

15.1 Informal Complaints

Any individual who has identified or witnessed behaviour or activity by a member that appears to be in contravention of the Code of Conduct are encouraged to address his or her concerns in the following manner:

- a) Advise the Member that their behaviour or activity contravenes the Code of Conduct;
- b) Encourage the Member to stop the prohibited behaviour or activity.
- c) If applicable, confirm to the Member his or her satisfaction or dissatisfaction with the Member's response to the concern identified;
- d) If not satisfied with the response received through the informal process, an individual may proceed with a formal complaint through the Integrity Commissioner as outlined in Section 15.2.

Any individual filing a complaint should keep a written record of the incidents including dates, times, locations, other persons present, and any other relevant information, including steps taken to resolve the matter.

15.2 Formal Complaints

Any individual who has identified or witnessed behaviour or activity by a member that appears to be in contravention of the Code of Conduct may address his or her concerns through the formal complaint process set out below:

- a) all formal complaints must be made using the Complaints Form / Affidavit (see Form "B") and shall be dated and signed by the complainant;
- b) the complaint must include a concise explanation as to why the issue raised may be a contravention of the Code of Conduct and any and all evidence in support of the allegation must be included with the Complaints Form/Affidavit;
- c) any witnesses in support of the allegation must be identified on the Complaint Form/Affidavit.
- d) the Complaint Form/Affidavit must include the name of the Member alleged to have breached the Code of Conduct, the section of the Code of Conduct allegedly contravened, the date, time and location of the alleged contravention and any and all other information as required on the Complaint Form/Affidavit.
- e) the complaint shall be filed with the Integrity Commissioner who shall confirm that the information is complete as to a), b), c) and d) of this section.
- f) the Integrity Commissioner will determine whether the matter is, on its face, a complaint with respect to compliance with the Code of Conduct and is not covered by any other applicable legislation or policy; and
- g) the Integrity Commissioner may, but shall not be obligated, to request additional information from the complainant.

15.3 Response of Integrity Commissioner of Complaint outside Jurisdiction

If the complaint received by the Integrity Commissioner, is not, on its face, a complaint with respect to non-compliance with the Code of Conduct or the complaint is covered by other legislation or complaint procedure under another Council policy, the Integrity Commissioner shall advise the complainant in writing as follows:

- a) Criminal Matter – if the complaint on its face is an allegation of a criminal nature consistent with the Criminal Code of Canada, the complainant shall be advised that if the complainant wishes to pursue any such allegation, the complainant must pursue it with the appropriate police service;
- b) Municipal Freedom of Information and Protection of Privacy – if the complaint is more appropriately addressed under the Municipal Freedom of Information and Protection of Privacy Act, the complainant shall be advised that the matter must be referred to the Municipal Clerk for review under statute; and
- c) Discrimination or Harassment – if the complaint is an allegation of discrimination or harassment, then the complaint should be filed directly with the Human Resources Department. The person will also be advised of his or her right to advance an application to the Ontario Human Rights Tribunal.
- d) Other Policy Applies – if the complaint seems to fall under another policy, the complainant shall be advised to pursue the matter under such policy.
- e) Lack of Jurisdiction – if the complaint is, for any other reason not within the jurisdiction of the Integrity Commissioner, the complainant shall be so advised and provided with any additional reasons and referrals as the Integrity Commissioner considers appropriate.
- f) Matters Already Pending – if the complaint is in relation to a matter which is subject to an outstanding complaint under another process such as a court proceeding related to a Human Rights complaint or similar process, the Integrity Commissioner may, in his/her sole discretion and in accordance with legislation, suspend any investigation pending the result of the other process.

If the matter is covered by other policies with a complaint procedure or legislation, the complainant will be advised and directed to proceed in a manner as considered appropriate by the Integrity Commissioner.

15.4 Refusal to Conduct an Investigation

If upon review of a complaint, the Integrity Commissioner is of the opinion that the complaint is frivolous, vexatious or not made in good faith, or that there are not sufficient grounds for an investigation, the Integrity Commissioner will not conduct an investigation and shall communicate this determination in writing to the complainant and the Member identified in the Complaint Form/Affidavit.

15.5 Opportunity for Resolution

If at any time, following the receipt of a formal complaint or during the investigation process, the Integrity Commissioner believes that an opportunity to resolve the matter

may be successfully pursued without a formal investigation, and both the complainant and the Member agree, efforts may be made to achieve an informal resolution.

15.6 Investigation

If the Integrity Commissioner determines that a formal investigation is required s/he shall proceed in the following manner, subject to the Integrity Commissioner's ability to elect to exercise the powers of a commissioner under ss. 33 and 34 of the Public Inquiries Act, 2009, as contemplated by subsection 223.4(2) of the Municipal Act, 2001, at which time the identity of the person filing the complaint is no longer considered confidential.

The Integrity Commissioner shall provide a copy of the complaint, and any supporting materials, to the Member whose conduct is in question, with a request that a written response to the allegation be provided to the Integrity Commissioner within fourteen (14) days.

The Integrity Commissioner shall give a copy of the response, provided by the Member, to the complainant, with a request for a written reply within fourteen (14) days.

If necessary, after reviewing the submitted materials, the Integrity Commissioner may speak to anyone, access and examine any other documents or electronic materials, and may enter any Town or Local Board work location relevant to the complaint for the purpose of investigation and potential resolution.

The Integrity Commissioner may make interim reports to Council where necessary and as required to address any issues of interference, obstruction, delay or retaliation encountered during the investigation.

At any time the complainant may abandon the request for an investigation and the Integrity Commissioner will cease his or her investigation.

15.7 Termination of inquiry when regular election begins

If the Commissioner has not completed an inquiry before nomination day for a regular election, as set out in section 31 of the *Municipal Elections Act, 1996*, the Commissioner shall terminate the inquiry on that day. If an inquiry is terminated the Commissioner shall not commence another inquiry in respect of the matter unless, within six weeks after voting day in a regular election, as set out in section 5 of the *Municipal Elections Act, 1996*, the person or entity who made the request or the member or former member whose conduct is concerned makes a written request to the Commissioner that the inquiry be commenced.

15.8 Confidentiality of Complaint Documents

The Integrity Commissioner and every person acting under his or her instructions shall preserve the confidentiality of all documents, material or other information, whether belonging to the Town or not, that come into their possession or to their knowledge during the course of their duties as required by section 223.5 of the *Municipal Act, 2001*.

Advice provided by the Commissioner to a member under paragraph 4, 5 or 6 of subsection 223.3 (1) 5 of the *Municipal Act, 2001* may be released with the member's written consent. If a member releases only part of the advice provided to the member by the Commissioner under paragraph 4, 5 or 6 of subsection 223.3 (1), the Commissioner may release part or all the advice without obtaining the member's consent.

The Commissioner may disclose such information as in the Commissioner's opinion is necessary,

- a) for the purposes of a public meeting under subsection 223.4.1 (8);
- b) in an application to a judge referred to in subsection 223.4.1 (15); or
- c) in the written reasons given by the Commissioner under subsection 223.4.1 (17). 2017, c. 10, Sched. 1, s. 22.

Pursuant to section 223.5(3) of the *Municipal Act*, this section prevails over the *Municipal Freedom of Information and Protection of Privacy Act*.

When the Integrity Commissioner reports to the Council on an investigation into an alleged breach of the Code, the report shall only disclose such information that in the Integrity Commissioner's opinion is required for the purposes of the report.

When the Integrity Commissioner issues an annual or other periodic report to Council on his or her activities, the Integrity Commissioner shall summarize the advice he or she has given, but the report shall not disclose confidential information that could identify a person concerned in the case of informal complaints or those formal complaints that have been dismissed and did not proceed to a formal investigation.

16. Reporting and General Compliance

16.1 Recommendation Report

Upon completion of an investigation, the Integrity Commissioner may report to the complainant and the Member on the results of his or her review within ninety (90) days of receiving a complete Complaint Form/Affidavit. If the investigation process is going to take more than ninety (90) days, the Integrity Commissioner shall provide an interim report to the complainant and Member indicating when the complete report will be available.

If upon completion of the investigation the Integrity Commissioner finds that a breach of the Code of Conduct has occurred, the Integrity Commissioner shall report his or her findings to Council including a recommendation as to the imposition of a penalty, as set out in subsection 223.4(5) of the *Municipal Act, 2001*. The Council may impose either of the following penalties on a Member if a report by the Integrity Commissioner determines that the Member has violated the Code of Conduct:

- a) A reprimand; or
- b) A suspension of the remuneration paid to the Member in respect of his or her services as a Member of Council or a Local Board, as the case may be, for a period of up to ninety (90) days.

The Integrity Commissioner shall provide the Member who is the subject of the complaint with notice in writing of the proposed finding and any recommended sanction at least ten (10) days prior to the report being provided to the Municipal Clerk. An opportunity to comment shall be provided to the Member on the proposed finding and any recommended sanction prior to the report being published.

16.2 Annual Report

The Integrity Commissioner's annual report shall consist of:

- a) All informal and formal complaints dismissed by the Integrity Commissioner.
- b) All complaints received not within the jurisdiction of the Integrity Commissioner.
- c) All formal complaints that underwent a formal investigation and conclusions; and
- d) A cost breakdown with respect to services provided within the reporting year by the Integrity Commissioner.

The annual report shall be provided not less than sixty (60) days after December 31 of the calendar year that is being reported.

16.3 Failure to adhere to Council Policies and Procedures

A number of the provisions of this Code of Conduct incorporate policies and procedures adopted by Council. More generally, Members are required to observe the terms of all policies and procedures established by Council, as the case may be. However, this provision does not prevent a Member from requesting that Council grant an exemption from a policy, other than this Code of Conduct.

16.4 Reprisals and Obstructions

Members should respect the integrity of the Code of Conduct and the investigations conducted under it. Any reprisal or threat of reprisal against a complainant or anyone for providing relevant information to the Integrity Commissioner is strictly prohibited. It is also a violation of the Code of Conduct to obstruct the Integrity Commissioner in the carrying out of his or her responsibilities.

16.5 Duty of Council

Council shall consider any report submitted by the Integrity Commissioner within thirty (30) days of it being received by the Municipal Clerk and shall take the action it considers appropriate regarding the recommendation(s) of the Integrity Commissioner as described in Section 16.1 of the Code of Conduct.

16.6 Acting on Advice of the Integrity Commissioner

Any written advice given by the Integrity Commissioner to a Member binds the Integrity Commissioner in any subsequent consideration of the conduct of the Member in the same matter as long as all the relevant facts known to the Member were disclosed to the Integrity Commissioner.

16.7 Integrity Commissioner Vacancy

Should the office of Integrity Commissioner be vacant, the Code of Conduct remains in effect and all Members shall continue to abide by the provisions set out therein. When a vacancy occurs, the municipality shall plan for all the responsibilities of the Integrity Commissioner to be provided by a Commissioner of another municipality.

17.Roles of Integrity Commissioner

1. The application of the code of conduct for members of council and the code of conduct for members of local boards.
2. The application of any procedures, rules and policies of the municipality and local boards governing the ethical behaviour of members of council and of local boards.
3. The application of sections 5, 5.1 and 5.2 of the Municipal Conflict of Interest Act to members of council and of local boards.
4. Requests from members of council and of local boards for advice respecting their obligations under the code of conduct applicable to the member.
5. Requests from members of council and of local boards for advice respecting their obligations under a procedure, rule or policy of the municipality or of the local board governing the ethical behaviour of members.
6. Requests from members of council and of local boards for advice respecting their obligations under the Municipal Conflict of Interest Act.
7. The provision of educational information to members of council, members of local boards and the municipality about the municipality's codes of conduct for members of council and members of local boards and about the Municipal Conflict of Interest Act. 2017, c. 10, Sched. 1, s. 19 (1).

It shall be noted that if the municipality has not appointed a Commissioner, the municipality shall plan for all of the responsibilities set out above to be provided by a Commissioner of another municipality.

18.Statutes Regulating the Conduct of Councillors

In the case of any inconsistency between this Code of Conduct and a Federal or Provincial statute or regulation, the statute or regulation shall prevail to the extent of the inconsistency.

Code of Conduct Form A – Disclosure Statement

Section 12 of the Code of Conduct regarding the acceptance of gifts and benefits, requires Members to disclose the receipt of certain gifts and benefits if the dollar value of a single gift or benefit exceeds \$200 or if the total value of gifts and benefits received from one source in a calendar year exceeds \$500. This Disclosure Statement is to be used to report on such gifts and benefits and shall be filed with the Clerk within 30 days of receipt of such gift or benefit, or upon reaching the annual limit.

Disclosure Statements are a matter of public record.

Nature of Gift or Benefit received:

Source of Gift or Benefit:

Circumstances under which Gift or Benefit received:

Intended use of the Gift or Benefit (i.e. will be donated/provided to the Town):

Estimates Value of Gift or Benefit: \$_____

Date Gift or Benefit was received: _____ (MM/DD/YR)

Signature of Member Date

Sworn (or Affirmed) before me at the Town of Tillsonburg, in the County of Oxford, in the Province of Ontario on _____ day of _____, _____.

(to be witnessed by Commissioner)

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and liable to a term of imprisonment not exceeding fourteen years (sections 131, 132) or by summary conviction (section 134). Signing a false affidavit may expose you to prosecution under section 131 and 132 or 134 of the Criminal Code, R.S.C 1985, c. C-46 and also to civil liability for defamation.

DRAFT

Downtown Tillsonburg BIA

Profit and Loss

January 2024

	TOTAL		
	JAN. 2024	JAN. 2023 (PY)	CHANGE
INCOME			
4055 MOU Income from Town of Tillsonburg	3,093.25	5,547.12	-2,453.87
4800 Sales	1,666.67	10,876.42	-9,209.75
4999 Uncategorized Income		2,482.47	-2,482.47
REVENUE			
4005 BIA LEVY			
4100 Taxes - regular	18,456.08	13,911.67	4,544.41
Total 4005 BIA LEVY	18,456.08	13,911.67	4,544.41
4215 Wage Subsidy		115.25	-115.25
4395 Office rental income	1,415.60	585.60	830.00
4450 Interest Income		136.22	-136.22
4750 Urban Design - FIP Program		2,916.67	-2,916.67
Total REVENUE	19,871.68	17,665.41	2,206.27
Total Income	\$24,631.60	\$36,571.42	\$ -11,939.82
GROSS PROFIT	\$24,631.60	\$36,571.42	\$ -11,939.82
EXPENSES			
BEAUTIFICATIONS	590.08		590.08
MARKETING/PROMOTION			
6200 General Advertising	75.00	75.00	0.00
Total MARKETING/PROMOTION	75.00	75.00	0.00
OPERATIONS			
7000 COST OF LABOUR			
7150 Executive Director	4,662.77	4,400.00	262.77
7160 Events & Marketing Co-ordinator	3,200.00	3,076.92	123.08
7170 Hourly Part Time Staff	3,587.85	2,941.23	646.62
7222 EI	266.11	164.72	101.39
7223 CPP	567.91	589.41	-21.50
7224 WSIB		145.85	-145.85
7225 Retirement plan		3,080.00	-3,080.00
7226 Benefits - Health & Dental	292.67		292.67
7455 ADP Payroll Service	159.09	118.19	40.90
Total 7000 COST OF LABOUR	12,736.40	14,516.32	-1,779.92
7005 Bank and other Interest		109.38	-109.38
7205 HST	0.00		0.00
7235 Maintenance supplies		162.27	-162.27
7240 Office Utilities	348.04	400.86	-52.82
7260 Office Supplies/Equipment		46.03	-46.03
7270 Membership fees, dues & subscriptions		343.44	-343.44
7280 IT & Phone	341.73	418.14	-76.41
7450 Office Expense	243.80	378.79	-134.99
7550 Professional Fees	4,422.40		4,422.40
7600 Software Expenses		54.59	-54.59
7650 Rent	1,000.00	1,000.00	0.00

Downtown Tillsonburg BIA

Profit and Loss

January 2024

	TOTAL		
	JAN. 2024	JAN. 2023 (PY)	CHANGE
VEHICLE EXPENSES			
7110 Vehicle Operating Costs	203.53	153.45	50.08
7120 Vehicle Lease	664.88	654.52	10.36
Total VEHICLE EXPENSES	868.41	807.97	60.44
Total OPERATIONS	19,960.78	18,237.79	1,722.99
Purchases	0.00		0.00
Total Expenses	\$20,625.86	\$18,312.79	\$2,313.07
PROFIT	\$4,005.74	\$18,258.63	\$ -14,252.89

FINANCE TEAM REPORT – FIN 24-02-02

To: Board of Management

From: Mark Renaud – Executive Director
Emily Odorjan - Treasurer

Date: February 15th, 2024

Subject: Changes to CIBC banking needs and signing authorities

The following report addresses changes that are necessary to meet the rollout of the MICONEX gift card program as well as to enact changes to signing authorities, a change to the credit card spending limit and establishment of a new bank account for the purposes of gift card payment transactions.

The supporting documents for the MICONEX funding instructions are attached for review of the Board of Management. The board may recall that MICONEX is the service provider for the Downtown Tillsonburg Gift card program which will also act as the gift card program for the Tillsonburg Town Centre and the merchants who choose to sign up.

The gift card program has what's called a "geo-fence" which is limited to the perimeter of the BIA zone.

Background:

To enable the funding agreements with MICONEX/EML Payments and the rollout of the Downtown Gift Card; there is a need to create a separate bank account for the purposes of transferring monies.

There is also a need to "pre-fund" the EML payments VISA wallet, which is operated by the VISA card issuer, Peoples Trust Company.

The existing credit card limit is not sufficient for the volume of purchases necessary for the capital and operating programs in 2024. In addition, all monthly subscriptions for software including Constant Contact, Microsoft 365, Adobe Pro, MapMe, etc. are

charged to the card monthly. We will be deleting some of these monthly charges as we move forward with the new website which renders some of the “plug-in” components redundant. Where possible, we have signed up for automatic bank debits for recurring and approved budget items which reduced reliance on the credit card account. There have been instances where monthly charges were declined due to the existing card being at or close to the spending limit. This causes unnecessary issues.

Most of our vendors do not have credit programs available and the only way to facilitate purchases are through the credit card and/or by paying in advance for goods and services.

Recommendations:

- 1) Open a new, separate bank account with CIBC for the sequestration of funds for gift card transactions. This account is **ONLY** for the administration of segregated gift card funds.
- 2) Establish an approval protocol for the wiring of funds or other means to expedite the process for transfer of funds to the Peoples Trust Company.
- 3) Request an increase for the CIBC Visa card credit limit to \$10,000.
- 4) The Treasurer will provide oversight for the credit card transactions on a weekly basis.
- 5) Add one additional signing authority to replace one that is no longer valid. Management recommends that Holly Vallee be approved as a new signing authority given her availability and access to the DTBIA offices.

There will be **future** consideration given, with board approval, That the DTBIA gift card program be available to **non-BIA members** who choose to either:

- a. Pay an annual fee to accept the card, we monetize the value and generate income; or...
- b. Pay the annual “affiliate membership” fee according to the AM schedule.

Summary:

These changes support the necessary and anticipated needs of the organization for 2024 and will assist staff in streamlining processes to meet both internal and external transactions for the gift card, VISA card and payment processing in general terms. This will also allow additional flexibilities with cash management and cash-flow planning between quarterly revenue periods. Please refer to the attached back-up documentation for detailed information and instructions regarding the MICONEX process flows.

Liability Quote: Miscellaneous Professionals

Broker:	Zensurance Brokers Inc.		
Contact:	Erik Malthaner	Email:	erik.malthaner@zensurance.com
Underwriter:	Alexander Blair-Johns	Email:	alex@signalunderwriting.com
		Date:	January 8, 2024
Named Insured:	Downtown Tillsonburg Business Improvement Area		
Street Address:	10-164 Broadway St		
City:	Tillsonburg	Province:	ON
		Postal Code:	N4G 5A8
Operations:	Community Association		

Errors & Omissions

Coverage	Limit	Form	Aggregate	Deductible
Policy Part B: Insuring Agreements				
Coverage 1. Errors & Omissions	\$1,000,000	Per Claim	\$1,000,000	\$1,000
Policy Part C: Exclusions				
Policy Part D: Additional Insuring Agreements				
Policy Part E: Limits of Liability and Deductibles				
Deductible Applicable to USA				
Optional Endorsements <u>(Applicable Only if Indicated)</u>				
Endorsement: Claims Adjusters Endorsement	Not Applicable			
Endorsement: Acoustic, Agricultural, Energy, Lighting	Not Applicable			
Endorsement: Interior Designers Endorsement	Not Applicable			
Endorsement: Public Relations Endorsement	Not Applicable			
Endorsement: Real Estate Agent, Property Manager Endorsement	Not Applicable			
Endorsement: Testing Laboratory Endorsement	Not Applicable			
Endorsement: Educational Services Endorsement	Not Applicable			
Endorsement: Direct Marketing and Mailing Services Endorsement	Not Applicable			
Endorsement: Employment Agency Endorsement	Not Applicable			
Endorsement: Business Consultants Endorsement	Not Applicable			
Endorsement: Unsolicited Communications Endorsement	Not Applicable			
Endorsement: Translators Endorsement	Not Applicable			

Commercial General Liability

Coverage	Limit	Form	Aggregate	Deductible
Policy Part B: Insuring Agreements				
Coverage 1. Bodily Injury	\$5,000,000	Per Occurrence		\$1,000
Coverage 2. Personal and Advertising Injury	\$1,000,000	Per Occurrence		\$1,000
Coverage 3. Medical Payments	\$25,000	Per Occurrence	\$100,000	\$1,000
Coverage 4. Property Damage	\$5,000,000	Per Occurrence		\$1,000
Coverage 5. Tenant's Legal Liability	\$500,000	Per Occurrence		\$1,000
Policy Part C: Exclusions				
Sudden and Accidental Pollution Sub-Limit	\$1,000,000	Per Occurrence	\$1,000,000	\$1,000
Policy Part D: Voluntary Compensation	Yes			
Maximum Weekly Benefit	\$500			
Maximum Temporary Disability Period	26 weeks			
Maximum Permanent Disability Period	100 weeks			

Death Benefit Period	100 times the weekly benefit			
Medical Payments	\$10,000			
Maximum Funeral Expenses	\$2,500			
Policy Part E: Non-Owned Automobile S.P.F. No.6	\$1,000,000	Per Occurrence		
S.E.F. No. 94 Legal Liability For Damage To Hired Automobiles Endorsement	\$75,000	All Perils		\$1,000
S.E.F. No. 96 Contractual Liability	Applicable			
S.E.F. No. 99 Excluding Long Term Leased Vehicle Endorsement	Applicable			
O.E.F. No. 98B Reduction of Coverage for Lessees or Drivers of Leased Vehicles Endorsement	Applicable			
Policy Part F: Employee Benefits Errors & Omissions	\$1,000,000	Per Claim	\$1,000,000	\$1,000
Policy Part G: Employment Practices Liability	\$50,000	Per Claim	\$50,000	\$1,000
Policy Part H: Additional Insuring Agreements				
Good Samaritan Coverage	Applicable	Per Occurrence		
Policy Part I: Limits of Liability and Deductibles				
Punitive Damages Limit	\$250,000		\$500,000	\$1,000
Product-Completed Operations Hazard Aggregate			\$1,000,000	
Deductible Applicable to USA				
Optional Endorsements <u>(Applicable Only if Indicated)</u>				
Endorsement: Abuse Exclusion	Not Applicable			
Endorsement: USA Jurisdiction Endorsement	Not Applicable			
Endorsement: Employer's Liability Extension	Not Applicable			
Endorsement: Forest Fire Expense Extension		Per Occurrence		
Endorsement: Abuse Liability (Claims-made)	Not Applicable			
Endorsement: LMA5396 Communicable Disease Exclusion	Not Applicable			
Endorsement: BSE/TSE Exclusion	Not Applicable			
Endorsement: Drift Spray Exclusion	Not Applicable			
Endorsement: Fiduciary Exclusion	Not Applicable			
Endorsement: GMO Exclusion	Not Applicable			
Endorsement: Host Liquor Liability Exclusion	Not Applicable			
Endorsement: Manual Operations Exclusion	Not Applicable			
Endorsement: Publisher's Exclusion	Not Applicable			
Endorsement: Snow Removal Exclusion	Applicable			
Endorsement: Personal Injury Liability Exclusion	Not Applicable			
Territorial Limits:	Canada			
Jurisdiction:	Claims brought within Canada, and the U.S. and its territories and possessions.			
Retroactive Date, Errors & Omissions:				
Defense Costs:	Outside the Limit except: Errors & Omissions, Coverage 1: Errors & Omissions Commercial General Liability, Policy Part G: Employment Practices Liability, Endorsement: Abuse Liability (Claims-made)			

Liability Quote: Subjectivities / Conditions Precedent

Insurer: 100% certain Syndicates at Lloyd's of London. Master Wording: SUMP-L- 2023-02 and SUPGL-L-2023b

Premium

Line Business	Premium/Fee	Commission	Retained	Currency
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Errors & Omissions	\$2,000.00	17.50 %	0%	CAD
Commercial General Liability	\$725	17.50 %	0%	CAD
Employment Practices Liability	\$0.00	17.50 %	0%	CAD
Administration Fee			100%	CAD
Total Due	\$2,725.00			CAD

Important Details

Quote Expiry: Terms of this quote are valid for 30 days from issuance. No cover given.

Binding: Terms are not bound until confirmed in writing by the underwriter at SIGNAL Underwriting Inc.

British Columbia: SIGNAL Underwriting Inc. operates as SIGNAL Underwriting Services in British Columbia.

Quote Subject: This quote is subject to the terms, conditions, exclusions and any conditions precedent or warranties contained within. This quote may be subject to receipt of certain underwriting details. Subjectivities must be provided at the time of binding request in order to satisfy the terms of the quote. Failure to comply or meet with the subjectivities may result in voiding the terms of this quote, making it non-bindable.

Retroactive Dates: Under claims-made coverage, coverage may not be provided for prior acts if retroactive dates are not continued and maintained by an entity. Please ensure all retroactive dates indicated on this quote are aligned with any expiring retroactive dates, if not already reported to the underwriter. Failure to do so may result in a future claim being declined.

Claims-made: Some or all coverages may be provided on a claims-made basis, as indicated within the quote, which may require any potential claim and/or circumstance that may give rise to a claim, to be reported during the policy period. Please ensure your claim reporting provisions are understood and followed to ensure compliance with any purchased policy. Failure to do so may result in a future claim being declined.

Agreement of Terms: Terms provided may not be an identical match for expiring or requested coverage. Please ensure that the quote is reviewed in full and any questions or concerns with regards to differences are addressed with your underwriter prior to providing a binding order. Acceptance of these terms provided will be deemed to be agreement and acceptance of any coverage differences between an expiring policy or requested coverage.

Premium Due: If coverage is bound, premium is due in full within 45 days of that date. If payment terms are not met, this may result in coverage being cancelled ab initio.

NOVA MUTUAL

NOVA MUTUAL INSURANCE COMPANY

@NOVAMUTUAL | 833-829-6682

WWW.NOVAMUTUAL.COM

Insured Name: Town of Tillsonburg BIA

Mailing Address: 164 Broadway, Unit 10 (Street Level), Tillsonburg, ON N4G 5A7

Brokerage: Holly Vallee

Producer:

Operation: Office (Property only coverage)

Date: February 6, 2024

Quote Valid 90 Days: May 6, 2024

Underwriter: Melissa Paulino

COMMERCIAL QUOTE

Coverages:	Form #:	Co-Ins	Deductible	Limit	Rate	Premium
Location Address: 164 Broadway, Unit 10 (Street Level), Tillsonburg, ON N4G 5A7						
Commercial Property Broad Form - Contents	CMF-0005-0312	90%	\$ 1,000	\$ 100,000	0.5	\$ 500
Replacement Cost						incl
Commercial Additional Agreements #7-#33 - Amounts of Insurance	CMF-0035-0715		\$ 1,000	\$ 25,000		\$ 100
Sewer Backup	CMF-0025-1199		\$ 1,000			\$ 150
Flood Coverage	EO-1015-0915		\$ 25,000			\$ 50
Equipment Breakdown Coverage	EO-0865-0117		\$ 1,000			\$ 40
Communicable Disease Exclusion	EO-1557					incl
Comprehensive Dishonesty, Disappearance and Destruction Coverage Form:	ECC-0055-0609			\$ 2,500		\$ 50
I. Employee Dishonesty - Form A						
II. Loss Inside Premises						
III. Loss Outside Premises						
IV. Money Orders and Counterfeit Paper Currency						
V. Depositors Forgery						
Subtotal Premium Per Year						\$ 890

Please note coverages quoted may not be exactly as submitted.

This is not a policy of insurance. This is intended to provide you with an approximate annual premium to help you make the first step toward insuring with Nova Mutual Insurance.

OPTIONAL COVERAGES

CyberOne-Computer AttackCoverage & Network Security Liability	EO-0990-0116	\$5,000	\$50,000	\$	264
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COMMERCIAL PACKAGE - ADDITIONAL AGREEMENTS #7-#33 - AMOUNTS OF INSURANCE

<u>Additional Agreements</u>	<u>Amount of Coverage Available</u>
Accounts Receivable	Up to Limit Shown for Additional Agreements #7 - #33
Amended Co-insurance Clause	Up to Amount of Insurance
Automatic Fire Suppression System Recharge Expense	Up to Limit Shown for Additional Agreements #7 - #33
Automatic Inflation Protection	Limit Available Above Amount of Insurance (conditional)
Bailee's Coverage for Customers' Goods	Up to Limit Shown for Additional Agreements #7 - #33
Brands and Labels	Up to Amount of Insurance
Building Damage by Theft	Up to Limit Shown for Additional Agreements #7 - #33
Building By-Law and Code Compliance Coverage	Up to Amount of Insurance
Contingent Loss of Income	Up to Limit Shown for Additional Agreements #7 - #33
Data	Up to Limit Shown for Additional Agreements #7 - #33
Debris Removal	Up to Limit Shown for Additional Agreements #7 - #33
Environmental Upgrades	Up to Limit Shown for Additional Agreements #7 - #33
Extra Expense Coverage	Up to Limit Shown for Additional Agreements #7 - #33
Fine Arts	Up to Limit Shown for Additional Agreements #7 - #33
Fire Department Charges	Up to Limit Shown for Additional Agreements #7 - #33
Glass	Up to Limit Shown for Additional Agreements #7 - #33
Growing Plants, Trees, Shrubs or Flowers in the Open	Up to Amount of Insurance (subject to per item restrictions)
Installation of Customers' Goods	Up to Limit Shown for Additional Agreements #7 - #33
Leasehold Interest (Rents)	Up to Limit Shown for Additional Agreements #7 - #33
Master Key	Up to Limit Shown for Additional Agreements #7 - #33
Media	Up to Limit Shown for Additional Agreements #7 - #33
Newly Acquired Locations or Expansion of Current Operation	Sublimit Available Above Amount of Insurance
Off Premises Stock and Equipment	Up to Limit Shown for Additional Agreements #7 - #33
Off Premises Utilities Interruption	Up to Limit Shown for Additional Agreements #7 - #33
Parcel Post	Up to Limit Shown for Additional Agreements #7 - #33
Peak Season Stock Increase	Percentage Sub-Limit Available over Amount of Insurance
Personal Property of Officers, Employees, Volunteers and Visitors	Up to Amount of Insurance (subject to per item restrictions)
Pollution Damage – Insured Premises	Up to Limit Shown for Additional Agreements #7 - #33
Power Fluctuation Coverage	Up to Amount of Insurance
Professional Fees	Up to Limit Shown for Additional Agreements #7 - #33
Reward	Up to Limit Shown for Additional Agreements #7 - #33
Sales Representative	Up to Limit Shown for Additional Agreements #7 - #33
Signs	Up to Limit Shown for Additional Agreements #7 - #33
Stock Spoilage	Up to Limit Shown for Additional Agreements #7 - #33
Transit	Up to Limit Shown for Additional Agreements #7 - #33
Valuable Papers and Records	Up to Limit Shown for Additional Agreements #7 - #33



INDICATION OF TERMS

REFERENCE NUMBER:	3923575
COMPANY NAME:	Tillsonburg Downtown Business Improvement Area O/A Downtown Tillsonburg BIA
TOTAL PAYABLE:	CAD1,650.00
Broken down as follows:	
Directors and Officers Liability:	CAD560.00
Employment Practices Liability:	CAD440.00
Fiduciary Liability:	CAD500.00
Policy Administration Fee:	CAD150.00
LEGAL ACTION:	Worldwide
TERRITORIAL SCOPE:	Worldwide
WORDING:	Management Liability (CA) v3.0
ENDORSEMENTS:	Service of Suit Clause Policy Aggregate Limit Of Liability Clause (D&O Section F In Addition) Bodily Injury and Property Damage Exclusion Clause (Absolute, D&O, EPL, FID)
SUBJECTIVITIES:	N/A
POLICY PERIOD:	12 months
DATE OF ISSUE:	18 Jan 2024
ADDITIONAL NOTES:	
OPTIONAL EXTENDED REPORTING PERIOD:	12 months for 100% of applicable annualized premium
SECURITY:	Certain Lloyd's underwriters and other insurers
UNDERWRITER:	Pietro Cantadori

THIS QUOTATION IS ONLY VALID FOR 30 DAYS FROM THE DATE OF ISSUE

PLEASE REFER TO THE FOLLOWING PAGES FOR A FULL BREAKDOWN OF LIMITS,
RETENTIONS AND APPLICABLE CLAUSES

DECLARATIONS

INSURING CLAUSE 1: DIRECTORS AND OFFICERS LIABILITY

SECTIONS A - E AND G - I COMBINED

Aggregate limit of liability: CAD1,000,000 in the aggregate

SECTION A: INDIVIDUAL COVER

Aggregate limit of liability: CAD1,000,000 in the aggregate, including **costs and expenses**
Deductible: CAD0 each and every claim, including **costs and expenses**

SECTION B: COMPANY REIMBURSEMENT COVER

Aggregate limit of liability: CAD1,000,000 in the aggregate, including **costs and expenses**
Deductible: CAD2,500 each and every claim, including **costs and expenses**
Deductible: CAD35,000 each and every claim, including **costs and expenses**, for **claims** brought in the United States of America.

SECTION C: ENTITY COVER

Aggregate limit of liability: CAD1,000,000 in the aggregate, including **costs and expenses**
Deductible: CAD2,500 each and every claim, including **costs and expenses**
Deductible: CAD35,000 each and every claim, including **costs and expenses**, for **claims** brought in the United States of America.

SECTION D: REGULATORY INVESTIGATION COSTS

Aggregate limit of liability: CAD1,000,000 in the aggregate, including **costs and expenses**
Deductible: CAD0 each and every claim, including **costs and expenses**

SECTION E: OUTSIDE DIRECTORSHIP LIABILITY

Aggregate limit of liability: CAD1,000,000 in the aggregate, including **costs and expenses**
Deductible: CAD0 each and every claim, including **costs and expenses**

SECTION F: ADDITIONAL LIMIT FOR INSURED PERSONS

Aggregate limit of liability: CAD100,000 in the aggregate, including **costs and expenses**
Deductible: CAD0 each and every claim, including **costs and expenses**



SECTION G: SHAREHOLDER DERIVATIVE INVESTIGATIONS

Aggregate limit of liability:	CAD250,000	in the aggregate, including costs and expenses
Deductible:	CAD0	each and every claim, including costs and expenses

SECTION H: EXTRADITION, ASSETS AND APPEAL COSTS

Aggregate limit of liability:	CAD1,000,000	in the aggregate, including costs and expenses
Deductible:	CAD0	each and every claim, including costs and expenses

SECTION I: FAMILY COSTS

Limit of liability:	CAD25,000	each and every claim
Deductible:	CAD0	each and every claim

INSURING CLAUSE 2: EMPLOYMENT PRACTICES LIABILITY

ALL SECTIONS COMBINED

Aggregate limit of liability:	CAD1,000,000	in the aggregate
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SECTION A: EMPLOYEE COVER

Aggregate limit of liability:	CAD1,000,000	in the aggregate, including costs and expenses
Deductible:	CAD2,500	each and every claim, including costs and expenses
Deductible:	CAD35,000	each and every claim, including costs and expenses , for claims brought in the United States of America.

SECTION B: THIRD PARTY COVER

Aggregate limit of liability:	CAD1,000,000	in the aggregate, including costs and expenses
Deductible:	CAD2,500	each and every claim, including costs and expenses
Deductible:	CAD35,000	each and every claim, including costs and expenses , for claims brought in the United States of America.

SECTION C: WAGE AND HOUR COVER

NO COVER GIVEN



SECTION D: IMMIGRATION INVESTIGATION COSTS

Aggregate limit of liability:	CAD50,000	in the aggregate, including costs and expenses
Deductible:	CAD5,000	each and every claim, including costs and expenses

SECTION E: WORKPLACE VIOLENCE

Aggregate limit of liability:	CAD250,000	in the aggregate, including costs and expenses
Deductible:	CAD0	each and every claim, including costs and expenses

INSURING CLAUSE 3: FIDUCIARY LIABILITY

Aggregate limit of liability:	CAD1,000,000	in the aggregate, including costs and expenses
Deductible:	CAD2,500	each and every claim, including costs and expenses

INSURING CLAUSE 4: CRIME

NO COVER GIVEN

INSURING CLAUSE 5: EXECUTIVE REPUTATION PROTECTION

NO COVER GIVEN

INSURING CLAUSE 6: EXECUTIVE CYBER

NO COVER GIVEN

INSURING CLAUSE 7: EXECUTIVE KIDNAP AND RANSOM

NO COVER GIVEN

INSURING CLAUSE 8: COURT ATTENDANCE COSTS

Aggregate limit of liability:	CAD100,000	in the aggregate
Deductible:	CAD0	each and every claim



SERVICE OF SUIT CLAUSE

ATTACHING TO POLICY N/A

NUMBER:

THE INSURED: Tillsonburg Downtown Business Improvement Area O/A Downtown
Tillsonburg BIA

WITH EFFECT FROM: -

In any action to enforce the obligations of the underwriting members of the Lloyd's syndicates and other subscribing insurers, they can be designated or named, in respect of the Lloyd's syndicates, as "Lloyd's Underwriters" and such designation will be binding on the members as if they had each been individually named as defendant. Service of such proceedings against Lloyd's syndicates may validly be made upon the Attorney In Fact in Canada for Lloyd's Underwriters whose address for such service is 200 Bay Street, Suite 2930, P.O. Box 51, Toronto, Ontario, M5J 2J2, and service of such proceedings against other subscribing insurers may validly be made upon Norton Rose Fulbright Canada LLP whose address for such service is One Place Ville Marie, Suite 2500, Montréal, Quebec, H3B 1R1.

**SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE
POLICY**



POLICY AGGREGATE LIMIT OF LIABILITY CLAUSE (D&O SECTION F IN ADDITION)

ATTACHING TO POLICY N/A
NUMBER:

THE INSURED: Tillsonburg Downtown Business Improvement Area O/A Downtown
Tillsonburg BIA

WITH EFFECT FROM: -

It is understood and agreed that the following is added to the
Declarations page:

ALL INSURING CLAUSES COMBINED OTHER THAN INSURING CLAUSE 1 (SECTION F) ONLY

Aggregate limit of CAD1,000,000 in the aggregate
liability:

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE
POLICY



BODILY INJURY AND PROPERTY DAMAGE EXCLUSION CLAUSE (ABSOLUTE, D&O, EPL, FID)

ATTACHING TO POLICY N/A
NUMBER:

THE INSURED: Tillsonburg Downtown Business Improvement Area O/A Downtown
Tillsonburg BIA

WITH EFFECT FROM: -

It is understood and agreed that the following amendments are made to this Policy:

1. The "Bodily injury" **EXCLUSION** is deleted in its entirety and replaced with the following:

Bodily injury

in respect of **INSURING CLAUSES 1, 2 and 3**, arising directly or indirectly out of **bodily injury**.

However, this Exclusion will not apply to:

- a. **costs and expenses** incurred in the defence of any **claim** made against an **insured person** arising out of any alleged violation of, or failure to comply with, Bill 168, the Ontario Occupational Health and Safety Act (Violence and Harassment in the Workplace) of 2009, or any subsequent amendments to this Act or any similar provincial, territorial, state or foreign law;
 - b. **INSURING CLAUSE 1**, in respect of **costs and expenses** incurred in the defence of any **claim** arising out of any alleged violation of Section 217.1 of the Criminal Code of Canada, as amended by Bill C-45, or any subsequent amendments to this criminal code, or any similar criminal code in any other jurisdiction;
 - c. **INSURING CLAUSES 2 (SECTIONS A, B and C only) and 3**, in respect of any **claim** arising out of mental anguish, emotional distress or humiliation; or
 - d. **INSURING CLAUSE 2 (SECTION E only)**.
2. The "Property damage" **EXCLUSION** is deleted in its entirety and replaced with the following:

Property damage

in respect of **INSURING CLAUSES 1, 2 and 3**, arising directly or indirectly out of any direct physical damage to, destruction of, loss of possession or loss of use of tangible property.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY



INDICATION OF TERMS

REFERENCE NUMBER:	3923575
COMPANY NAME:	Tillsonburg Downtown Business Improvement Area O/A Downtown Tillsonburg BIA
TOTAL PAYABLE:	CAD1,650.00
Broken down as follows:	
Directors and Officers Liability:	CAD560.00
Employment Practices Liability:	CAD440.00
Fiduciary Liability:	CAD500.00
Policy Administration Fee:	CAD150.00
LEGAL ACTION:	Worldwide
TERRITORIAL SCOPE:	Worldwide
WORDING:	Management Liability (CA) v3.0
ENDORSEMENTS:	Service of Suit Clause Policy Aggregate Limit Of Liability Clause (D&O Section F In Addition) Bodily Injury and Property Damage Exclusion Clause (Absolute, D&O, EPL, FID)
SUBJECTIVITIES:	N/A
POLICY PERIOD:	12 months
DATE OF ISSUE:	18 Jan 2024
ADDITIONAL NOTES:	
OPTIONAL EXTENDED REPORTING PERIOD:	12 months for 100% of applicable annualized premium
SECURITY:	Certain Lloyd's underwriters and other insurers
UNDERWRITER:	Pietro Cantadori

THIS QUOTATION IS ONLY VALID FOR 30 DAYS FROM THE DATE OF ISSUE

PLEASE REFER TO THE FOLLOWING PAGES FOR A FULL BREAKDOWN OF LIMITS,
RETENTIONS AND APPLICABLE CLAUSES

DECLARATIONS

INSURING CLAUSE 1: DIRECTORS AND OFFICERS LIABILITY

SECTIONS A - E AND G - I COMBINED

Aggregate limit of liability: CAD1,000,000 in the aggregate

SECTION A: INDIVIDUAL COVER

Aggregate limit of liability: CAD1,000,000 in the aggregate, including **costs and expenses**
Deductible: CAD0 each and every claim, including **costs and expenses**

SECTION B: COMPANY REIMBURSEMENT COVER

Aggregate limit of liability: CAD1,000,000 in the aggregate, including **costs and expenses**
Deductible: CAD2,500 each and every claim, including **costs and expenses**
Deductible: CAD35,000 each and every claim, including **costs and expenses**, for **claims** brought in the United States of America.

SECTION C: ENTITY COVER

Aggregate limit of liability: CAD1,000,000 in the aggregate, including **costs and expenses**
Deductible: CAD2,500 each and every claim, including **costs and expenses**
Deductible: CAD35,000 each and every claim, including **costs and expenses**, for **claims** brought in the United States of America.

SECTION D: REGULATORY INVESTIGATION COSTS

Aggregate limit of liability: CAD1,000,000 in the aggregate, including **costs and expenses**
Deductible: CAD0 each and every claim, including **costs and expenses**

SECTION E: OUTSIDE DIRECTORSHIP LIABILITY

Aggregate limit of liability: CAD1,000,000 in the aggregate, including **costs and expenses**
Deductible: CAD0 each and every claim, including **costs and expenses**

SECTION F: ADDITIONAL LIMIT FOR INSURED PERSONS

Aggregate limit of liability: CAD100,000 in the aggregate, including **costs and expenses**
Deductible: CAD0 each and every claim, including **costs and expenses**



SECTION G: SHAREHOLDER DERIVATIVE INVESTIGATIONS

Aggregate limit of liability:	CAD250,000	in the aggregate, including costs and expenses
Deductible:	CAD0	each and every claim, including costs and expenses

SECTION H: EXTRADITION, ASSETS AND APPEAL COSTS

Aggregate limit of liability:	CAD1,000,000	in the aggregate, including costs and expenses
Deductible:	CAD0	each and every claim, including costs and expenses

SECTION I: FAMILY COSTS

Limit of liability:	CAD25,000	each and every claim
Deductible:	CAD0	each and every claim

INSURING CLAUSE 2: EMPLOYMENT PRACTICES LIABILITY

ALL SECTIONS COMBINED

Aggregate limit of liability:	CAD1,000,000	in the aggregate
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SECTION A: EMPLOYEE COVER

Aggregate limit of liability:	CAD1,000,000	in the aggregate, including costs and expenses
Deductible:	CAD2,500	each and every claim, including costs and expenses
Deductible:	CAD35,000	each and every claim, including costs and expenses , for claims brought in the United States of America.

SECTION B: THIRD PARTY COVER

Aggregate limit of liability:	CAD1,000,000	in the aggregate, including costs and expenses
Deductible:	CAD2,500	each and every claim, including costs and expenses
Deductible:	CAD35,000	each and every claim, including costs and expenses , for claims brought in the United States of America.

SECTION C: WAGE AND HOUR COVER

NO COVER GIVEN



SECTION D: IMMIGRATION INVESTIGATION COSTS

Aggregate limit of liability:	CAD50,000	in the aggregate, including costs and expenses
Deductible:	CAD5,000	each and every claim, including costs and expenses

SECTION E: WORKPLACE VIOLENCE

Aggregate limit of liability:	CAD250,000	in the aggregate, including costs and expenses
Deductible:	CAD0	each and every claim, including costs and expenses

INSURING CLAUSE 3: FIDUCIARY LIABILITY

Aggregate limit of liability:	CAD1,000,000	in the aggregate, including costs and expenses
Deductible:	CAD2,500	each and every claim, including costs and expenses

INSURING CLAUSE 4: CRIME

NO COVER GIVEN

INSURING CLAUSE 5: EXECUTIVE REPUTATION PROTECTION

NO COVER GIVEN

INSURING CLAUSE 6: EXECUTIVE CYBER

NO COVER GIVEN

INSURING CLAUSE 7: EXECUTIVE KIDNAP AND RANSOM

NO COVER GIVEN

INSURING CLAUSE 8: COURT ATTENDANCE COSTS

Aggregate limit of liability:	CAD100,000	in the aggregate
Deductible:	CAD0	each and every claim



SERVICE OF SUIT CLAUSE

ATTACHING TO POLICY N/A

NUMBER:

THE INSURED: Tillsonburg Downtown Business Improvement Area O/A Downtown
Tillsonburg BIA

WITH EFFECT FROM: -

In any action to enforce the obligations of the underwriting members of the Lloyd's syndicates and other subscribing insurers, they can be designated or named, in respect of the Lloyd's syndicates, as "Lloyd's Underwriters" and such designation will be binding on the members as if they had each been individually named as defendant. Service of such proceedings against Lloyd's syndicates may validly be made upon the Attorney In Fact in Canada for Lloyd's Underwriters whose address for such service is 200 Bay Street, Suite 2930, P.O. Box 51, Toronto, Ontario, M5J 2J2, and service of such proceedings against other subscribing insurers may validly be made upon Norton Rose Fulbright Canada LLP whose address for such service is One Place Ville Marie, Suite 2500, Montréal, Quebec, H3B 1R1.

**SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE
POLICY**



POLICY AGGREGATE LIMIT OF LIABILITY CLAUSE (D&O SECTION F IN ADDITION)

ATTACHING TO POLICY N/A
NUMBER:

THE INSURED: Tillsonburg Downtown Business Improvement Area O/A Downtown
Tillsonburg BIA

WITH EFFECT FROM: -

It is understood and agreed that the following is added to the
Declarations page:

ALL INSURING CLAUSES COMBINED OTHER THAN INSURING CLAUSE 1 (SECTION F) ONLY

Aggregate limit of CAD1,000,000 in the aggregate
liability:

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE
POLICY



BODILY INJURY AND PROPERTY DAMAGE EXCLUSION CLAUSE (ABSOLUTE, D&O, EPL, FID)

ATTACHING TO POLICY N/A
NUMBER:

THE INSURED: Tillsonburg Downtown Business Improvement Area O/A Downtown
Tillsonburg BIA

WITH EFFECT FROM: -

It is understood and agreed that the following amendments are made to this Policy:

1. The "Bodily injury" **EXCLUSION** is deleted in its entirety and replaced with the following:

Bodily injury

in respect of **INSURING CLAUSES 1, 2 and 3**, arising directly or indirectly out of **bodily injury**.

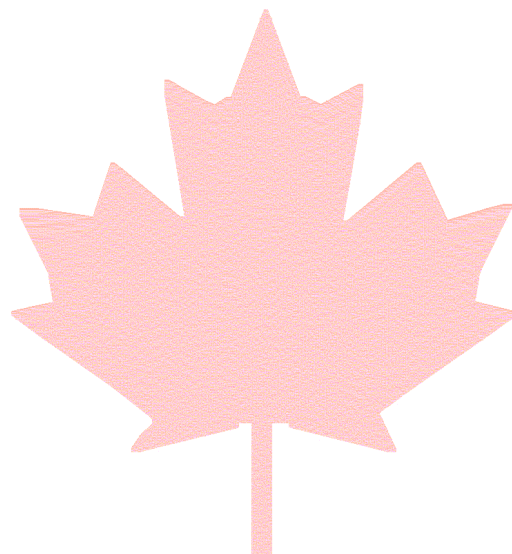
However, this Exclusion will not apply to:

- a. **costs and expenses** incurred in the defence of any **claim** made against an **insured person** arising out of any alleged violation of, or failure to comply with, Bill 168, the Ontario Occupational Health and Safety Act (Violence and Harassment in the Workplace) of 2009, or any subsequent amendments to this Act or any similar provincial, territorial, state or foreign law;
 - b. **INSURING CLAUSE 1**, in respect of **costs and expenses** incurred in the defence of any **claim** arising out of any alleged violation of Section 217.1 of the Criminal Code of Canada, as amended by Bill C-45, or any subsequent amendments to this criminal code, or any similar criminal code in any other jurisdiction;
 - c. **INSURING CLAUSES 2 (SECTIONS A, B and C only) and 3**, in respect of any **claim** arising out of mental anguish, emotional distress or humiliation; or
 - d. **INSURING CLAUSE 2 (SECTION E only)**.
2. The "Property damage" **EXCLUSION** is deleted in its entirety and replaced with the following:

Property damage

in respect of **INSURING CLAUSES 1, 2 and 3**, arising directly or indirectly out of any direct physical damage to, destruction of, loss of possession or loss of use of tangible property.

**SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE
POLICY**



ExecPro®

Canadian Nonprofit Solution



Canadian Nonprofit Solution

Great American Insurance Group – ELD CANADA
1515 Woodfield Road, Suite 500, Schaumburg, IL 60173

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GREAT AMERICAN INSURANCE GROUP®

Headquarters: 301 E. Fourth Street, Cincinnati, Ohio 45202

THIS IS A CLAIMS MADE POLICY. READ IT CAREFULLY.

In consideration of the payment of the premium and in reliance upon all statements made and information furnished to the company shown in the Declarations (a stock insurance company, hereinafter called the **Insurer**), including the statements made in the Proposal Form and subject to all terms, conditions and limitations of this Policy, the **Insured** and **Insurer** agree:

Section I. Insuring Agreement

If during the **Policy Period** or the **Discovery Period** any **Claim** is first made against an **Insured** for a **Wrongful Act**, including an **Employment Practices Wrongful Act**, the **Insurer** shall pay on their behalf **Loss** and **Costs of Defence** resulting from such **Claim**. The **Insurer** has the right and duty to defend any **Claim** to which this insurance applies, even if the allegations of the **Claim** are groundless, false or fraudulent.

Section II. Discovery Period

- A. If this Policy is not renewed or is cancelled by the **Insurer**, for any reason other than non-payment of premium, then without any additional premium being required, the **Organization** shall receive an automatic ninety (90) day extension of the coverage granted by this Policy for **Claims** first made against an **Insured**, but only with respect to **Wrongful Acts** committed prior to the end of the **Policy Period**. This additional reporting period shall be referred to as the **Automatic Discovery Period**. In addition, if prior to the end of the **Automatic Discovery Period**, the **Organization** pays the **Insurer** an additional amount equal to forty (40%) percent of the annual premium of this Policy, the **Organization** shall receive an extension of the coverage granted by this Policy for an additional twelve months from the end of the **Automatic Discovery Period** for **Claims** first made against an **Insured**, but only with respect to **Wrongful Acts** committed prior to the end of the **Policy Period**. This additional reporting period shall be referred to as the **Discovery Period**. The **Organization** has no right to purchase this **Discovery Period** at any later date.
- B. If this Policy is not renewed or is cancelled by the **Organization**, and if no later than sixty (60) days after the end of the **Policy Period** the **Organization** pays the **Insurer** an additional amount equal to forty (40%) percent of the annual premium of this Policy, the **Organization** shall receive a **Discovery Period** for an additional twelve (12) months from the end of the **Policy Period**. The **Organization** has no right to purchase this **Discovery Period** at any later date.
- C. A renewal quotation by the **Insurer** incorporating materially different terms, conditions, Retention, Limit of Liability or premium with respect to the coverage afforded by this Policy shall be deemed to constitute a refusal to renew by the **Insurer** for the purpose of determining the right to the **Automatic Discovery Period**.
- D. The fact that this Policy may be extended by virtue of the **Automatic Discovery Period** or **Discovery Period** shall not in any way increase the Limit of Liability stated in Item 3 of the Declarations. For purposes of the Limit of Liability, the **Automatic Discovery Period** and the **Discovery Period** is considered to be part of and not in addition to the last **Policy Year**.

Section III. Definitions

- A. "**Organization**" shall mean the entity named in Item 1 of the Declarations.
- B. "**Insured**" shall mean the **Organization** and any **Subsidiary** and all **Insured Persons**.

- C. **"Insured Persons"** shall mean all persons who were, now are, or shall be directors, trustees, officers, employees, volunteers or staff members of the **Organization** or its **Subsidiaries**, including any executive board members and committee members, whether salaried or not.
- D. **"Subsidiary"** shall mean: (1) any entity which qualifies as a not-for-profit organization under section 149(1)(j) and 149(1)(l) of the Income Tax Act, R.S.C. 1985, c.1, as revised, the Internal Revenue Code, other than a political committee organized pursuant to Section 432 of the Federal Election Campaign Act of 1971 (and amendments thereto), and for which the **Organization** has or controls the right to elect or appoint more than fifty percent (50%) of the Board of Directors or other governing body of such entity as of the inception date of this Policy; (2) any similar not-for-profit organization which was subsequently created or acquired by the **Organization** after the inception date of this Policy, if such organization's total assets do not exceed thirty percent (30%) of the total consolidated assets of the **Organization** as of the inception date of this Policy; or (3) any other entity added as a **Subsidiary** by written endorsement to this Policy. Coverage shall apply to a **Subsidiary** only for **Wrongful Acts** committed during the time such entity so qualified as a **Subsidiary**.
- E. **"Wrongful Act"** shall mean any actual or alleged error, misstatement, misleading statement, act or omission, neglect or breach of duty, or **Employment Practices Wrongful Act** by the **Organization**, a **Subsidiary**, and/or any **Insured Persons** acting in their capacity with the **Organization** or a **Subsidiary**. **Wrongful Act** shall also mean any matter claimed against any **Insured Person** solely by reason of their status with the **Organization** or a **Subsidiary**.
- F. **"Employment Practices Wrongful Act"** shall mean any of the following acts related to employment:
- (1) wrongful dismissal, discharge or termination of employment, whether actual or constructive or breach of an implied employment contract;
 - (2) misrepresentation;
 - (3) violation of employment laws;
 - (4) sexual or workplace harassment;
 - (5) discrimination;
 - (6) wrongful failure to employ or promote;
 - (7) wrongful discipline;
 - (8) wrongful deprivation of career opportunity including a wrongful failure to hire or promote;
 - (9) failure to grant tenure;
 - (10) negligent employee evaluation;
 - (11) retaliation;
 - (12) failure to provide adequate workplace or employment policies or procedures;
 - (13) defamation (including libel and slander);
 - (14) invasion of privacy;
 - (15) wrongful demotion;
 - (16) negligent reassignment;
 - (17) violation of any provincial, territorial, federal, state or local civil rights laws;
 - (18) negligent hiring;
 - (19) negligent supervision;
 - (20) negligent training;
 - (21) negligent retention; or
 - (22) acts described in (1) through (21) above, arising from the use of the **Organization** or **Subsidiary's** internet, e-mail, telecommunication or similar systems, including the failure to provide and enforce adequate policies and procedures relating to such use of the **Organization** or **Subsidiary's** internet, e-mail, telecommunication or similar systems.

- G. "**Loss**" shall mean settlements and judgments, including pre-judgment and post-judgment interest, compensatory damages, punitive, aggravated or exemplary damages or the multiple portion of any multiplied damage award, and subject to the provisions of Section V. and Section VI., **Costs of Defence** incurred by the **Insured**, provided always, however, **Loss** shall not include taxes, criminal or civil fines or penalties imposed by law, except as provided pursuant to Section IX.D(5), or any matter which may be deemed uninsurable under the law pursuant to which this Policy shall be construed. **Loss** shall not include costs incurred in connection with cleaning up, removing, eliminating, abating, containing, treating, detoxifying, neutralizing, assessing the effects of, testing for, or monitoring **Pollutants**.

Notwithstanding the foregoing, it is further understood and agreed that **Loss** shall also mean:

- (1) taxes and related penalties and interest assessed against a director based upon, arising out of or attributable to the failure to deduct, withhold or remit tax from a payment of salary or wages of an employee pursuant to the Income Tax Act R.S.C. 1985 (5th Supp.), the Employment Insurance Act, S.C. 1996, c. 23, and the Canada Pension Plan, R.S.C. c. C-8, the regulations promulgated thereunder and amendments thereto or any similar provisions of any provincial law;
- (2) any amount constituting wages pursuant to the Canada Business Corporations Act R.S.C. 1985, c. C-44, s.119 and the Business Corporations Act, R.S.O. 1990, c.B.16, s.131, the regulations promulgated thereunder and the amendments thereto or any similar provisions of any other provincial law; or
- (3) unpaid tax liabilities of the **Insured** arising from the laws of Canada, the laws of any province of Canada, or any municipality therein, which the **Insured** is unable to pay due to **Financial Insolvency** and which the directors of the **Organization** or any **Subsidiary** become legally obligated to pay.

It is understood and agreed that the enforceability of the foregoing coverage shall be governed by such applicable law which most favors coverage for punitive or exemplary damages or the multiple portion of any multiplied damage award.

- H. "**Costs of Defence**" shall mean reasonable and necessary legal fees, costs and expenses incurred in the investigation, defence or appeal of any **Claim** including the costs directly attributable to witness attendance and any premiums paid for insurance instruments or an appeal bond, attachment bond or similar bond (but without obligation on the part of the **Insurer** to apply for or furnish such bonds); provided, however, **Costs of Defence** shall not include salaries, wages, overhead or benefit expenses associated with any **Insured Persons**.
- I. "**Policy Year**" shall mean the period of one year following the effective date and hour of this Policy or the period of one year following any anniversary date thereof falling within the **Policy Period**; or if the time between the effective date or any anniversary date and the termination of this Policy is less than one year, such lesser period. Any **Discovery Period** shall be considered part of and not in addition to the last **Policy Year**.
- J. "**Policy Period**" shall mean the period from the inception of this Policy to the Policy expiration date stated in Item 2 of the Declarations or its earlier termination, if any.
- K. "**Claim**" shall mean: (1) any proceeding initiated against an **Insured**, including any appeals therefrom, before (a) any governmental body which is legally authorized to render an enforceable judgment or order for money damages or other relief against such **Insured**, or (b) any provincial or federal human rights commission or tribunal, the Equal Employment Opportunity Commission, or any similar governmental body whose purpose is to address employment practices; or (2) any written demand seeking monetary or non-monetary relief or injunctive relief for a **Wrongful Act**.

- L. "**Related Wrongful Acts**" shall mean **Wrongful Acts** which are causally connected by reason of any common fact, circumstance, situation, transaction, casualty, event or decision.
- M. "**Original Policy**" shall mean the first policy purchased by the **Organization** providing coverage of a similar nature to this Policy and which has continued through renewal or reinstatement on an uninterrupted basis since its inception.
- N. "**Pollutants**" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, dust, fibers, mold, spores, fungi, germs, soot, fumes, acids, alkalis, asbestos, chemicals or waste of any kind, including any materials to be recycled, reconditioned or reclaimed.
- O. "**Financial Insolvency**" shall mean the **Organization** or any **Subsidiary** becoming a debtor in possession, or the appointment of a receiver, conservator, liquidator, trustee, rehabilitator or similar official to control, supervise, manage or liquidate the **Organization** or any **Subsidiary**.
- P. "**Supplemental Payments**" shall mean any payments made by the **Insurer** pursuant to Section IX.D. of the Policy.

Section IV. Exclusions

This Policy does not apply to any **Claim** made against any **Insured**:

- A. brought about or contributed to by: (1) any **Insured** gaining any profit, advantage or remuneration to which the **Insured** was not legally entitled; or (2) the deliberate fraudulent, dishonest or criminal acts of any **Insured**; provided, however, this exclusion shall not apply unless and until there is a final, non-appealable adjudication as to such conduct in an underlying proceeding. The **Wrongful Act** of an **Insured Person** shall not be imputed to any other **Insured Person** for the purpose of determining the applicability of this exclusion;
- B. based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving:
 - (1) any **Wrongful Act** or any fact, circumstance or situation which is the subject of any notice given by any **Insured** during the policy period or any extension thereof of any prior policy providing coverage similar to that provided herein, or which has been the subject of any **Claim** made prior to the effective date of this Policy; or
 - (2) any prior and/or pending civil, criminal, administrative or investigative proceeding involving the **Organization**, **Subsidiary** and/or any **Insured Persons** and known to the **Organization**, **Subsidiary** or the **Insured Person** as of the date stated in Item 8 of the Declarations, or any fact, circumstance or situation underlying or alleged in such prior or pending proceeding;
- C. for (1) bodily injury, sickness, disease or death of any person, assault, or battery; or (2) damage to or destruction of any tangible property or the loss of use thereof; or (3) mental anguish, emotional distress, invasion of privacy, wrongful entry, eviction, false arrest, false imprisonment, malicious prosecution, libel or slander; provided, however, part (1) of this exclusion shall not apply to **Costs of Defence** incurred by any **Insured Persons** resulting from any **Claim** for alleged violations of Section 217.1 of the Criminal Code, as amended by Bill C-45, and part (3) of this exclusion shall not apply to any **Claim** brought by or on behalf of any past, present or prospective **Insured Person** for an **Employment Practices Wrongful Act**;
- D. for any actual or alleged violation of the Pension Benefit Standards Act, R.S.C. 1985, c32 (2nd Supp.), the Ontario Pension Benefits Act, R.S.O. 1990, c.P.8 and any equivalent provincial legislation (or any regulations promulgated thereunder), except as provided pursuant to Section IX.E, the Occupational Health and Safety Act, R.S.O. 1990, c.O.1 (or any regulations promulgated thereunder), all as amended, the Employment Retirement Income Security Act of 1974 (or any regulations promulgated thereunder) or similar provisions of any statutory or common law;

- E. for any wrongful act of an **Insured Person** in their capacity as a director, officer or employee of an entity other than the **Organization** or a **Subsidiary**, even if directed or requested to serve such other entity, except where this Policy has been specifically endorsed to provide such extension of coverage;
- F. for any actual or alleged liability of any **Insured** under any contract or agreement, express or implied, written or oral, except if such liability would have attached absent such contract or agreement;
- G. other than **Costs of Defence**, for any obligation of the **Organization** or a **Subsidiary** as a result of a **Claim** seeking relief or redress in any form other than money damages, including but not limited to any obligation of the **Organization** or **Subsidiary**, to modify any building or property in order to affect compliance with any provincial, territorial, federal, state or other local law;
- H. other than **Costs of Defence**, for the failure to afford an employee with reasonable notice of termination, except this exclusion shall not apply to that portion of **Loss** that is increased by reason of an **Insured** engaging in an **Employment Practices Wrongful Act**.

With respect to Section IV. of the Policy, no fact pertaining to or conduct by any **Insured Person** shall be imputed to any other **Insured Person**; and only facts pertaining to or conduct by any past, present, or future Executive Director, President, or Chairman of the **Organization** shall be imputed to the **Organization** or any **Subsidiary** to determine if coverage is available.

Section V. Limit of Liability

- A. The **Insurer** shall be liable to pay one hundred percent (100%) of **Loss** in excess of the Retention stated in Item 4 of the Declarations. The **Insurer's** maximum Limit of Liability for the aggregate amount of **Loss** resulting from all **Claims** deemed to have been made in a **Policy Year** shall be the amount shown in Item 3 of the Declarations.
- B. More than one **Claim** involving the same **Wrongful Act** or **Related Wrongful Acts** of one or more **Insureds** shall be considered a single **Claim**, and only one Retention shall be applicable to such single **Claim**. All such **Claims**, constituting a single **Claim** shall be deemed to have been made on the earlier of the following dates: (1) the earliest date on which any such **Claim** was first made; or (2) the earliest date on which any such **Wrongful Act** or **Related Wrongful Act** was reported under this Policy or any other policy providing similar coverage.
- C. **Costs of Defence** incurred by the **Insurer** shall be in addition to the Limit of Liability, and such **Costs of Defence** shall not be subject to the Retention amount. If **Costs of Defence** are incurred by the **Insured** with the **Insurer's** consent, such **Costs of Defence** shall be considered **Loss** and thus shall be subject to the Limit of Liability and Retention.
- D. With respect to all **Claims** deemed to have been made in a **Policy Year**, should the Limit of Liability be exhausted by payment of **Loss** resulting from one or more of such **Claims**, the **Insurer's** duty to defend shall cease and any and all obligations of the **Insurer** hereunder shall be deemed to be completely fulfilled and extinguished and the **Insurer** shall have no further obligations hereunder of any kind or nature.
- E. **Supplemental Payments** made pursuant to Section IX.D. of this Policy are subject to the following aggregate sub-limits which are part of and not in addition to the Limit of Liability stated in Item 3 of the Declarations:
 - (1) Inquiry Costs shall be subject to an aggregate sub-limit of \$250,000;
 - (2) Investigation Costs for Canadian Occupational Health and Safety Violations shall be subject to an aggregate sub-limit of \$50,000;
 - (3) Public Relations Costs shall be subject to an aggregate sub-limit of \$100,000;
 - (4) Assets and Liberty Costs shall be subject to an aggregate sub-limit of \$50,000; and
 - (5) Civil Fines and Penalties shall be subject to an aggregate sub-limit of \$50,000.

Section VI. Costs of Defence and Settlements

- A.** The **Insureds** shall not incur **Costs of Defence**, or admit liability, offer to settle, or agree to any settlement in connection with any **Claim** without the express written consent of the **Insurer**, which consent shall not be unreasonably withheld. The **Insureds** shall provide the **Insurer** with full cooperation and all information and particulars it may reasonably request in order to reach a decision as to such consent. Any **Loss** resulting from any admission of liability, agreement to settle, or **Costs of Defence** incurred prior to the **Insurer's** consent shall not be covered hereunder.
- B.** The **Insurer** has the right to investigate and settle any **Claim**, as it deems expedient. In the event the **Insurer** recommends a settlement and the **Insured** refuses to consent thereto, the **Insurer's** liability for such **Claim** is limited to the amount in excess of the Retention which the **Insurer** would have contributed to the settlement had the **Insured** consented to settlement, the **Costs of Defence** covered by the Policy and incurred prior to the date of such refusal to settle, and seventy percent (70%) of any additional covered **Loss**, including **Costs of Defence**, incurred subsequent to such refusal and subject to the Limit of Liability.

If the **Insured** refuses to consent to a settlement as contemplated above, **Costs of Defence** shall be subject to the Retention.

Section VII. Notice of Claim

- A.** The **Insureds** shall, as a condition precedent of their rights under this Policy, give the **Insurer** notice in writing of any **Claim** made, as soon as practicable from the date the Chairman, President, Executive Director, Chief Financial Officer, General Counsel or equivalent has knowledge of the **Claim**, and in no event later than ninety (90) days after the end of the **Policy Period**.
- B.** If during the **Policy Period** or **Discovery Period** the **Insured** first becomes aware of a specific **Wrongful Act**, and if the **Insured** gives written notice to the **Insurer** as soon as practicable of (1) the specific **Wrongful Act**; (2) the injury or damage which has or may result therefrom; and (3) the circumstances by which the **Insured** first became aware thereof; then any **Claim** arising out of such **Wrongful Act** which is subsequently made against the **Insured** and not otherwise excluded by the terms of the Policy shall be deemed to have been made at the time the **Insurer** received such written notice from the **Insured**.
- C.** In addition to furnishing the notice pursuant to this section of the Policy, the **Insured** shall, as soon as practicable, furnish the **Insurer** with copies of reports, investigations, pleadings and other papers in connection therewith.
- D.** Notice to the **Insurer** pursuant to Sections VII.A. and VII.B. shall be given to:

ELDClaims@GAIG.com or

**GREAT AMERICAN INSURANCE GROUP
ELD CANADA, CLAIMS DEPARTMENT
1515 Woodfield Road, Suite 500
Schaumburg, IL 60173**

Section VIII. General Conditions

A. Cancellation or Non-Renewal

- (1) This Policy may be cancelled by the **Organization** at any time by written notice to the **Insurer**. Upon cancellation, the Insurer shall retain the pro rata portion of the premium.
- (2) This Policy may be cancelled by the **Insurer** only if the **Organization** does not pay the premium when due.
- (3) If the **Insurer** elects not to renew this Policy, the **Insurer** shall provide the **Organization** with not less than ninety (90) days advance notice thereof.

B. Proposal Form

It is agreed that the particulars and statements contained in Proposal Forms submitted to the **Insurer** (and any material submitted therewith) are the representations of the **Insured**, and it is understood that such representations are material and that this Policy is issued in reliance upon such representations, which are to be considered as incorporated in and constituting part of this Policy. However, this Policy shall not be voided or rescinded and coverage shall not be excluded as a result of any untrue statement in the Proposal Form, except as to the **Organization**, its **Subsidiaries** and those **Insured Persons** making such statement or having knowledge of its untruth.

C. Action Against the Insurer

- (1) No action shall be taken against the **Insurer** unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this Policy, and until the **Insured's** obligation to pay shall have been finally determined by an adjudication against the **Insured** or by written agreement of the **Insured**, claimant and the **Insurer**.
- (2) No person or organization shall have any right under this Policy to join the **Insurer** as a party to any **Claim** against any **Insured** nor shall the **Insurer** be impleaded or made a third party by any **Insured** or their legal representative in any such **Claim**.

D. Amalgamation, Merger or Acquisition

If, during the **Policy Period**, the **Organization** acquires the assets of another entity, by amalgamation, merger or otherwise, and the acquired assets of such other entity exceed fifty percent (50%) of the assets of the **Organization** as of the inception date of the Policy, written notice thereof shall be given to the **Insurer** as soon as practicable, but in no event later than ninety (90) days from the effective date of the transaction, together with such information as the **Insurer** may request. Premium adjustment and coverage revisions shall be effected as may be required by the **Insurer**.

E. Conversion to Run-Off Coverage

If prior to the end of the **Policy Period**, another organization acquires substantially all of the assets of the **Organization**, or the **Organization** merges into another organization, or the **Organization** ceases to qualify as a not-for-profit organization under any federal, provincial and territorial legislation and/or the Internal Revenue Code (such events hereinafter referred to as **Transaction**), then:

- (1) the **Organization** must give written notice of such **Transaction** to the **Insurer** within thirty (30) days after the effective date of such **Transaction**, and provide the **Insurer** with such information as the **Insurer** may deem necessary; and
- (2) this Policy, including the **Discovery Period** if elected, shall apply, but only with respect to any **Wrongful Act** committed prior to the effective date of such **Transaction**.

F. Subrogation

In the event of any payment under this Policy, the **Insurer** shall be subrogated to all of the rights to recovery of the **Insured** and the **Insured** shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents as may be necessary to enable the **Insurer** to effectively bring suit in the name of any **Insured**.

G. Assignment

Assignment of interest under this Policy shall not bind the **Insurer** until its consent is endorsed hereon.

H. Conformity to Law

Any terms of this Policy which are in conflict with the terms of any applicable laws are hereby amended to conform to such laws.

I. Entire Agreement

By acceptance of this Policy, the **Insured** and the **Insurer** agree that this Policy (including the Proposal Forms submitted to the **Insurer** and any materials submitted therewith) and any written endorsements attached hereto constitute the entire agreement between the parties.

J. Organization Represents Insured

By acceptance of this Policy, the **Organization** shall be designated to act on behalf of the **Insureds** for all purposes including, but not limited to, giving and receiving of all notices and correspondence, the cancellation or non-renewal of this Policy, the payment of premiums, and the receipt of any return premiums that may be due under this Policy.

K. Representative of the Insurer

Great American Insurance Group, ELD CANADA, 1515 Woodfield Road, Suite 500, Schaumburg, IL, 60173 shall act on behalf of the **Insurer** for all purposes including, but not limited to, the giving and receiving of all notices and correspondence.

L. Valuation and Currency

All amounts referenced under this Policy are expressed and payable in the currency of Canada. If any element of **Loss** under this Policy is stated in a currency other than Canadian dollars, payment under this Policy shall be made in Canadian dollars at the rate of exchange published in the The Globe and Mail on the date the element of **Loss** becomes due and payable by the **Insurer**.

M. Other Insurance

This Policy shall apply only as excess over, and shall not contribute with, any other valid and collectible insurance available to any **Insured**, unless such insurance is written specifically excess of this Policy by reference in such other policy to this Policy. This Policy is specifically excess of, and shall not contribute with, any insurance policy for pollution liability or environmental liability, including any general liability policy providing pollution coverage. This Policy will not be subject to the terms of any other insurance.

Section IX. Coverage Extensions

A. Spousal Provision

The coverage provided by this Policy shall also apply to the lawful spouse or common law partner of an **Insured Person**, but only for **Claims** arising out of any actual or alleged **Wrongful Acts** of an **Insured Person** and seeking to recover damages from marital community property, property jointly held by such lawful spouse or common law partner and an **Insured Person** or property transferred from an **Insured Person** to such lawful spouse or common law partner.

B. Worldwide Provision

The coverage provided under this Policy shall apply worldwide except in those jurisdictions where prohibited by law. The terms directors and officers are deemed to include individuals who serve in equivalent positions in foreign **Subsidiaries**.

C. Estates and Legal Representatives

The coverage provided by this Policy shall also apply to the estates, heirs, legal representatives or assigns of any **Insured Persons** in the event of their death, incapacity or bankruptcy, but only for **Claims** arising out of any actual or alleged **Wrongful Acts** of any **Insured Persons**.

D. Supplemental Payments for Insured Persons

Any **Supplemental Payments** made pursuant to this section of the Policy are part of and not in addition to the aggregate Limit of Liability stated in Item 3 of the Declarations and are also subject to the respective Sub-limit of Liability stated in Section V.E. No Retention shall apply to the coverage extensions set forth below. Further, **Supplemental Payments** are limited to those reasonable and necessary fees, costs and expenses incurred by an **Insured Person** during the **Policy Period** stated in Item 2 of the Declarations and with the express prior consent of the **Insurer**.

(1) Inquiry Costs

The **Insurer** shall pay on behalf of an **Insured Person** reasonable and necessary costs and expenses incurred in connection with the investigation or evaluation of any **Inquiry**, provided, however, the **Insurer** shall have no duty to defend such **Insured Persons** and such costs and expenses shall not include any compensation or fees of **Insured Persons**.

"**Inquiry**" shall mean a request or demand for an **Insured Person** either to appear at a meeting, deposition or interview or to produce documents relating to the activities of the **Organization** or such **Insured Person's** capacity with the **Organization**, where such request or demand is by any provincial, territorial, federal, state, local or foreign law enforcement authority or other governmental investigative authority; provided, however, **Inquiry** shall not include any routine or regularly scheduled regulatory or internal supervision, inspection, compliance, review, examination, production or audit, including any request for mandatory information from a regulated entity, conducted in the normal review or compliance process of the **Organization** by a law enforcement authority, governmental investigative authority or enforcement organization of a securities or commodities exchange or other self-regulatory entity.

(2) Investigation Costs for Canadian Occupational Health and Safety Violations

The **Insurer** shall pay on behalf of an **Insured Person** reasonable and necessary costs and expenses incurred in response to any investigation of any actual or alleged violations of any Canadian occupational health and safety laws or regulations, provided such investigation does not otherwise qualify as a **Claim** under this Policy. This coverage shall not include any salary, wages, overhead or benefit expenses associated with such **Insured Person**.

(3) Public Relations Costs

The **Insurer** shall pay on behalf of an **Insured Person** the reasonable and necessary costs and expenses incurred to reduce damage to reputation suffered by the **Insured Person** provided the actual or alleged damage to the **Insured Person's** reputation is caused by any information disclosed to any third party and is the direct result of a **Claim** which is covered under this Policy.

(4) Assets and Liberty Costs

The **Insurer** shall pay on behalf of an **Insured Person** the reasonable and necessary costs and expenses incurred to obtain the discharge or revocation of a judicial order entered during the **Policy Period** imposing:

- (a) a confiscation or suspension or freezing of rights of ownership of real property or personal assets of such **Insured Person**;
- (b) a charge over real property or personal assets of such **Insured Person**;
- (c) a temporary or permanent prohibition on such **Insured Person** from holding the office or performing the function of an **Insured Person**;
- (d) the restriction of the liberty of such **Insured Person** to a specified domestic residence or an official detention;
- (e) the deportation of any **Insured Person** following the revocation of the otherwise proper, current and valid immigration status for any reason other than the conviction of such **Insured Person** of a crime; or
- (f) the "**Extradition**" of any **Insured Person**.

"**Extradition**" shall mean any formal process by which an **Insured Person** located in any country is surrendered to any other country for trial or otherwise to answer any criminal accusation.

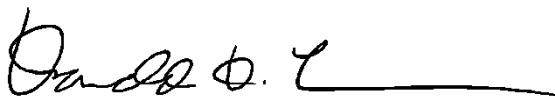
(5) Civil Fines and Civil Penalties

The **Insurer** shall pay on behalf of an **Insured Person** civil fines and penalties which the **Insured Person** is ordered to pay as a result of any **Wrongful Act** giving rise to a **Claim**, provided, however, this coverage extension does not apply to such civil fines and penalties:

- (a) otherwise covered under the Policy;
- (b) otherwise recoverable from or payable by the **Organization** or any **Subsidiary**; or
- (c) where payment by the **Insurer** is proven to be against public policy or in violation of any law, rule or regulation to which the **Insurer**, the **Insured Persons**, the **Organization** or any **Subsidiary** are subject.

In witness whereof the **Insurer** has caused this Policy to be signed by its President and Secretary and countersigned, if required, on the Declarations page by a duly authorized agent of the **Insurer**.

GREAT AMERICAN INSURANCE COMPANY®



President



Secretary