

City of Maple Ridge

COUNCIL WORKSHOP AGENDA

September 6, 2022

9:00 a.m.

Virtual Online Meeting including Council Chambers

The purpose of the Council Workshop is to review and discuss policies and other items of interest to Council. Although resolutions may be passed at this meeting, the intent is to make a consensus decision to send an item to Council for debate and vote or refer the item back to staff for more information or clarification. We ask that you act with the appropriate decorum that a Council Workshop deserves. Commentary and conversations by the public are distracting. Should anyone disrupt the Council Workshop in any way, the meeting will be stopped and that person's behaviour will be reprimanded.

The meeting is live streamed and recorded by the City of Maple Ridge.

1. APPROVAL OF THE AGENDA

2. ADOPTION OF MINUTES

2.1 Minutes - July 25 and 26, 2022

3. PRESENTATIONS AT THE REQUEST OF COUNCIL

4. UNFINISHED AND NEW BUSINESS

4.1 Post-Secondary Demand

Presentation by Dr. Alan Davis, President & Vice Chancellor, Kwantlen Polytechnic University.

4.2 Parking Bylaw Regulations Review

Staff report dated September 6, 2022, identifying topics within the existing Parking Bylaw that are likely to see the most change on a preliminary review of best practices and seeking Council's high-level comments at this stage in the review process.

**4.3 Municipal Insurance Association of British Columbia (MIABC)
- Voting Delegate**

Staff report dated September 6, 2022, recommending appointments for the Municipal Insurance Association of B.C. 2022 Annual General Meeting.

5. CORRESPONDENCE

6. BRIEFING ON OTHER ITEMS OF INTEREST/QUESTIONS FROM COUNCIL

7. MATTERS DEEMED EXPEDIENT

8. PUBLIC QUESTION PERIOD

9. NOTICE OF CLOSED COUNCIL MEETING

10. ADJOURNMENT

PUBLIC QUESTION PERIOD

The purpose of Public Question Period/Community Forum is to provide the public with an opportunity to ask questions of Council on items that are of concern to them, with the exception of Public Hearing bylaws which have not yet reached conclusion or delegations to Council.

Each question or comment must be limited to two (2) minutes, with a total of 15 minutes per Public Question Period/Community Forum for each Meeting, unless extended with approval of Council through an affirmative vote.

Members of the public participating in Public Question Period/Community Forum in Council Meetings conducted through hybrid or Electronic Means shall enable their video and audio allowing Members to see them prior to providing their comment or asking their question. Respectful statements and/or questions must be directed through the Chair and not individual members of Council.

Council meetings open to the public will continue to be hosted through Electronic Means, with up to 33 members of the public allowed physical access to Council Chambers through a first come, first serve basis.

The wearing of masks will be encouraged but not required. Sanitizer stations will be available at entry points to Council Chambers.

Please check our website for the most current updates in response to the evolving Public Health Orders at: <https://www.mapleridge.ca/2408/COVID-19-Information>. We encourage the public to watch the video recording of the meeting via live stream or any time after the meeting via <http://media.mapleridge.ca/Mediasite/Showcase>.

Using Zoom, Public Question Period/Community Forum is being facilitated via the raised hand function through the Zoom meeting. For virtual participation during Public Question Period/Community Forum please join the meeting by clicking on the date of the meeting at: <https://www.mapleridge.ca/640/Council-Meetings>. When the meeting reaches the Public Question Period/Community Forum portion, please raise your virtual hand to indicate you would like to speak.

Council reserves the right to defer responding to a question in order to obtain the information required to provide a complete and accurate response.

Council will not tolerate any derogatory remarks directed at Council or staff members, in accordance with the City's Public Places, Parks and Recreation Facilities Regulation - Bylaw No. 7854-2022.

For more information on these opportunities contact:

Legal & Legislative Services' Department at 604-463-5221 or clerks@mapleridge.ca
Mayor and Council at mayorandcouncil@mapleridge.ca

APPROVED BY:

DATE:

PREPARED BY:

DATE:

CHECKED BY: _____

DATE: _____

SPECIAL COUNCIL WORKSHOP MINUTES

July 25, 2022

The Minutes of the City Council Meeting held on July 25, 2022 at 9:05 a.m. held virtually and hosted in the Council Chambers of the City Hall, 11995 Haney Place, Maple Ridge, British Columbia for the purpose of transacting regular City business.

<i>PRESENT</i>	<i>Appointed Staff</i>
<i>Elected Officials</i>	S. Hartman, Chief Administrative Officer
Mayor M. Morden	C. Carter, General Manager Planning & Development Services
Councillor J. Dueck	C. Crabtree, General Manager Corporate Services
Councillor C. Meadus	D. Pollock, General Manager Engineering Services
Councillor G. Robson	S. Labonne, General Manager Parks, Recreation & Culture
Councillor R. Svendsen	P. Hlavac-Winsor, General Counsel and Executive Director, Legislative Services, Acting Corporate Officer
Councillor A. Yousef	A. Nurvo, Deputy Corporate Officer
<i>ABSENT</i>	<i>Other Staff as Required</i>
Councillor K. Duncan	F. Armstrong, Manager Corporate Communication
	C. Goddard, Director of Planning
	D. Pope, Director of Recreation and Community Engagement
	H. Singh, Computer Support Specialist

These Minutes are posted on the City Web Site at www.mapleridge.ca

Note: Councillor Meadus, Councillor Robson, and Councillor Yousef participated in the meeting electronically.

1. ***APPROVAL OF THE AGENDA***

R/2022-WS-045

It was moved and seconded

That the agenda of the July 25, 2022 Council Workshop Meeting be amended to remove Item 4.2 and approved.

CARRIED

2. ***ADOPTION OF MINUTES*** - Nil

3. ***PRESENTATIONS AT THE REQUEST OF COUNCIL*** - Nil

4. ***UNFINISHED AND NEW BUSINESS***

4.1 **PRC Master Plan Update**

Stephen Slawuta, RC Strategies, reviewed the status of development of the Parks, Recreation and Culture Master Plan, provided an update on community engagement, summarized key findings and next steps. Mr. Slawuta and staff answered questions from Council.

Note: Councillor Robson left the meeting at 9:38 a.m. and returned at 9:40 a.m.

Note: Councillor Yousef left the meeting at 9:59 a.m. and returned at 10:04 a.m.

4.2 Parking Bylaw Regulations Review

This Item was removed from the agenda.

Note: Councillor Meadus left the meeting at 10:18 a.m. and returned at 10:28 a.m.

Note: The meeting recessed at 10:20 a.m. and reconvened at 10:28 a.m. with all members of Council present except Councillor Duncan.

4.3 CMR Strategic Corporate Communications and Public Engagement Plan

Staff report dated July 25, 2022, providing a Corporate Communication and Public Engagement Plan and recommending that the Outcomes and Actions be incorporated into the 2023-2027 Business Plan process.

Presentation by Katie Hamilton, Tavola Strategy Group, summarizing the key sections of the draft Corporate Communication and Public Engagement Plan.

Note: Councillor Yousef left the meeting at 11:01 a.m. and returned at 11:03 a.m.

R/2022-WS-046

It was moved and seconded

That the Corporate Communications and Public Engagement Plan dated June 2022, be received for information; and further

That the Outcomes and Actions be incorporated into the 2023 - 2027 Business Plan process.

CARRIED

R/2022-WS-047

It was moved and seconded

That the first part of the Main Motion be amended to stipulate “that the Corporate Communications and Public Engagement Plan dated June 2022, be endorsed in principle; and further”.

CARRIED

Councillor Robson and Councillor Yousef opposed

The vote was taken on the Main Motion as amended and declared CARRIED.

5. *CORRESPONDENCE* - Nil
6. *BRIEFING ON OTHER ITEMS OF INTEREST/QUESTIONS FROM COUNCIL* - Nil
7. *MATTERS DEEMED EXPEDIENT* - Nil
8. *NOTICE OF CLOSED COUNCIL MEETING* - Nil
9. *ADJOURNMENT* - 11:16 a.m.

M. Morden, Mayor

Certified Correct

P. Hlavac-Winsor, Acting Corporate Officer

COUNCIL WORKSHOP MINUTES

July 26, 2022

The Minutes of the City Council Meeting held on July 26, 2022 at 9:02 a.m. held virtually and hosted in the Council Chambers of the City Hall, 11995 Haney Place, Maple Ridge, British Columbia for the purpose of transacting regular City business.

<i>PRESENT</i>	<i>Appointed Staff</i>
<i>Elected Officials</i>	S. Hartman, Chief Administrative Officer
Mayor M. Morden	C. Carter, General Manager Planning & Development Services
Councillor J. Dueck	C. Crabtree, General Manager Corporate Services
Councillor C. Meadus	D. Pollock, General Manager Engineering Services
Councillor G. Robson	S. Labonne, General Manager Parks, Recreation & Culture
Councillor R. Svendsen	P. Hlavac-Winsor, General Counsel and Executive Director, Legislative Services, Acting Corporate Officer
Councillor A. Yousef	A. Nurvo, Deputy Corporate Officer
<i>ABSENT</i>	<i>Other Staff as Required</i>
Councillor K. Duncan	T. Camire, Administration – Engineering & Development Services
	C. Goddard, Director of Planning
	M. Lewis, Executive Director, Human Resources
	L. Lundgren, Director of Building Services/Chief Building Official
	D. Olivieri, Manager of Corporate Planning & Consultation
	J. Roosen, Manager of Process Optimization, Client Services & Training
	F. Smith, Director of Engineering
	T. Thompson, Director of Finance
	H. Singh, Computer Support Specialist

These Minutes are posted on the City Web Site at www.mapleridge.ca

Note: Councillor Robson and Councillor Yousef participated in the meeting electronically.

1. *APPROVAL OF THE AGENDA*

R/2022-WS-048

It was moved and seconded

That the agenda of the July 26, 2022 Council Workshop Meeting be approved as circulated.

CARRIED

2. ADOPTION OF MINUTES

2.1 Minutes of the July 12, 2022 Council Workshop Meeting.

R/2022-WS-049

It was moved and seconded

That the Minute of the Council Workshop Meeting of July 12, 2022 be adopted as circulated.

CARRIED

3. PRESENTATIONS AT THE REQUEST OF COUNCIL

3.1 Strategic Plan Progress Update

Dan Olivieri, Manager of Corporate Planning and Consultation, presented an update on what has been achieved on the five strategic priorities during this term of Council.

4. UNFINISHED AND NEW BUSINESS

4.1 Building Services Department Update

Presentation by Christine Carter, General Manager, Planning & Development Services, Lee Lundgren, Director of Building Services/Chief Building Official, and Jo-Anne Roosen, Manager of Process Optimization, Client Services and Training. Staff summarized the findings from the Building Permit Function Review, the departmental changes that are ongoing to implement the report objectives, and the focus on technology as a means of further streamlining processes, and answered questions from Council.

Note: Councillor Robson left the meeting at 9:44 a.m. and returned at 9:49 a.m.

Note: Councillor Robson left the meeting at 10:27 am. and returned at 10:31 a.m.

Note: Councillor Yousef left the meeting at 10:32 a.m. and returned at 10:38 a.m.

Note: Councillor Robson left the meeting at 10:33 a.m. and returned at 10:41 a.m.

Note: Councillor Robson left the meeting at 10:50 a.m. and returned at 10:52 a.m.

5. CORRESPONDENCE - Nil

6. BRIEFING ON OTHER ITEMS OF INTEREST/QUESTIONS FROM COUNCIL - Nil

7. ***MATTERS DEEMED EXPEDIENT*** – Nil

8. ***NOTICE OF CLOSED COUNCIL MEETING***

R/2022-WS-050

It was moved and seconded

That the meeting be closed to the public pursuant to Sections 90(1) and 90(2) of the *Community Charter* as the subject matter being considered relates to the following:

Section 90(1)(a) personal information about an identifiable individual who holds or is being considered for a position as an officer, employee or agent of the municipality or another position appointed by the municipality;

Section 90(1)(c) labour relations or employee negotiations;

Section 90(1)(e) the acquisition, disposition or expropriation of land or improvements, if the council considers that disclosure could reasonably be expected to harm the interests of the municipality;

Section 90(1)(g) litigation or potential litigation affecting the municipality; and

Section 90(1)(i) the receipt of advice that is subject to solicitor-client privilege including communication necessary for that purpose.

Any other matter that may be brought before the Council that meets the requirements for a meeting closed to the public pursuant to Sections 90 (1) and 90(2) of the *Community Charter* or *Freedom of Information and Protection of Privacy Act*.

CARRIED

9. ***ADJOURNMENT*** – 11:08 a.m.

M. Morden, Mayor

Certified Correct

P. Hlavac-Winsor, Acting Corporate Officer

TO: His Worship Mayor Michael Morden
and Members of Council
FROM: Chief Administrative Officer

MEETING DATE: September 6, 2022
FILE NO: 13-6440-20
MEETING: Workshop

SUBJECT: Parking Bylaw Review

EXECUTIVE SUMMARY:

A full review of the [Off-Street Parking and Loading Bylaw No. 4350-1990](#), also known as the “Parking Bylaw” is identified as a Planning Department work item in the City’s 2022 Business Plan. The current Parking Bylaw, originally adopted in 1990, regulates the location, number, and size of off-street vehicle parking spaces, loading spaces, bicycle spaces, and passenger spaces, to balance the needs of residents, commuters, and visitors. This review of the Parking Bylaw does not include on-street parking regulations as on-street parking is regulated through other bylaws, such as the Highways and Traffic Bylaw No. 6704-2009.

A new Off-Street Parking Bylaw is the anticipated outcome of this review and the goals of the new Parking Bylaw are to:

- better align the Bylaw with best practices accepted in the transportation planning industry,
- respond to emerging market trends,
- address the City’s sustainability goal of net zero community greenhouse gas emissions by 2050 (Official Community Plan Policy 5-45), and
- improve layout, functionality, and clarity to be more user-friendly and effective in regulating off-street parking.

This report identifies eight topics within the existing Parking Bylaw that are likely to see the most change and what those changes might look like based on a preliminary review of regional best practices (Section 2.0). Some of the topics that are discussed in this report include parking minimums, payment in-lieu rate and eligible area, tandem parking provisions, accessibility, electric vehicle charging, and bike parking and storage.

The purpose of this report is to seek Council’s high-level comments at this stage in the review process, such as:

- What additional items should be considered?
- What areas would Council like to have additional information on?
- What potential changes or approaches should be reconsidered?

Council’s feedback will help guide the next steps and refine the list of potential changes. Staff will be seeking feedback from the community in the Fall 2022 and anticipate bringing a draft of the new Parking Bylaw to a future Committee of the Whole meeting in early 2023.

RECOMMENDATION:

For Information Only.

1.0 BACKGROUND:

1.1 Introduction to the Parking Bylaw

The City of Maple Ridge *Off-Street Parking and Loading Bylaw No. 4350-1990*, also known as the “Parking Bylaw”, was adopted in 1990 and various components have been amended several times over the years. Maple Ridge’s current approach to parking regulations is to require a minimum number of parking spaces for every kind of development – large residential buildings, low density residential houses, commercial spaces, retail, office buildings, industrial buildings and everything in between. The approach taken for the parking requirements of this Bylaw largely follows best practices from the 1990’s era and the more modern approach has evolved to include trends in facilitating sustainable and transit-oriented development, reduction in greenhouse gas emissions, and more opportunities for walking, rolling, or transit use over transport by single-occupancy vehicle.

In addition to incorporating current best practices in transportation planning and ensuring alignment with the objectives, goals, and policies of the OCP (see Section 1.2 below), it is intended that the Parking Bylaw review will incorporate the broader goals of Metro Vancouver’s Regional Growth Strategy, Translink’s Strategic Transportation Plan, as well as recent studies completed on parking provision within the region.

Currently, the Parking Bylaw generally contains the following regulations related to off-street parking:

- Minimum parking requirements that dictate the number of spaces that must be provided off-street with a specific land use (including accessible spaces);
- Payment In-lieu requirement, rate, and the applicable area;
- Tandem parking requirements;
- Shared use parking requirements (example- if two businesses want to share a space);
- Electric Vehicle charging and station requirements;
- Bike Storage and Parking (currently only for the Town Centre);
- Parking space design (including accessible spaces);
- Commercial Vehicles and Loading requirements; and
- Signage.

1.2 Official Community Plan

The Official Community Plan provides the policy framework for creating compact communities in high density areas, such as the Town Centre and Lougheed Transit Corridor, as well as livable neighbourhoods with varying density levels throughout the rest of Maple Ridge. Chapter 2 “Growth Management”, Chapter 5 “Natural Features”, and Chapter 7 “Transportation” of the Official Community Plan contains policies that support how the City should develop, including:

- 2-3** *Within the Urban Area Boundary, growth will be directed to the Town Centre (through Town Centre Area Plan policies), Community Commercial Nodes, areas with Area Plans, and to other locations where Official Community Plan policies are satisfied.*
- 5-45** *The City of Maple Ridge has a goal to reduce community greenhouse gas emissions to net zero by 2050 from 2010 levels, with an interim target of 45% reduction by 2030, in alignment with the Intergovernmental Panel on Climate Change (Chapter 5).*
- 7-30** *Maple Ridge will encourage the development of cycling infrastructure and support programs, such as ‘end-of-trip’ facilities for cyclists at key destinations and new developments.*

In Maple Ridge, the majority of the growth in population, jobs, and housing will be accommodated within the Urban Area Boundary where services are readily available, or the infrastructure is already in place for their provision. By concentrating growth and density in key areas, such as the Town Centre and the Lougheed Transit Corridor, it is more likely that transportation alternatives, such as, transit, rolling, and walking will become more viable and attractive.

1.3 Parking Regulations for High Density Neighbourhoods

1.3.1 Town Centre Area

The Town Centre Area Plan (TCAP) outlines the long-term vision for growth and development in this high-density neighbourhood that is anticipated to accept a large portion of the municipal population growth over the long-term. Section 3.2 of the TCAP provides the framework for the general development of the Town Centre by identifying policies that encourage increasing transit modes and making the Town Centre a distinct, attractive, and vibrant urban environment. Policies, such as 3-15 and 5-1, that encourage below grade parking structures to create a more attractive Town Centre and encourage development to design with accessibility in mind, are included in Town Centre Area Plan and the supporting Development Permit Guidelines (in Section 8.11 of the OCP).

3-15 Concealed parking structures are encouraged in all commercial, mixed-use, multi-family uses, and institutional uses in the Town Centre. Below grade parking structures are particularly encouraged for Low-Rise, Medium, and High-Rise Apartment, Mixed-Use, Flexible Mixed-Use/Live-Work, Commercial, and Institutional buildings. Above grade concealed parking is a viable option where building height (six or more storeys) coupled with challenging site conditions make it cost prohibitive to provide all required parking spaces in an underground structure. Above grade parking structures should be designed in such a manner that the pedestrian realm, streetscape façade, and protected views of the Town Centre are not impaired.

5-1 Universal accessibility is encouraged in transportation planning and design within the Town Centre. Wherever possible, the accessibility needs of wheelchairs, the visually impaired, strollers, scooters, and other mobility devices used by pedestrians with disabilities, as well as by families, teenagers, and seniors will be accommodated in the design of sidewalks, public plazas, and other public spaces throughout the Town Centre.

The Town Centre's Central Business District (CBD) (Appendix A) has a separate section in the Parking Bylaw, which contains the lowest minimum parking space requirements for residential and non-residential uses (including, retail, office, hospital, and tourist accommodations). The separate Town Centre CBD section was incorporated into the Parking Bylaw at the same time the TCAP was adopted in 2008. These changes to the Parking Bylaw reflect the OCP policies and vision for the area and incorporated the findings from the 2008 Town Centre Area parking study that was undertaken to support implementation of the Town Centre Area Plan.

Town Centre Parking Study Findings

The 2008 Parking Study was undertaken during development of the Town Centre Area Plan and incorporated the vision and principles of the Town Centre Concept Plan, endorsed by Council in 2005. The study looked at parking demand for current and anticipated future uses/densities and found that the Town Centre was oversupplied with parking and that efficiencies could be created with the current parking supply if businesses were willing to share parking and create local economic synergies through allowing customers the ease of parking in one location and walking or cycling to multiple destinations. The study also found that the majority of the parking in the Town Centre was at-grade and the payment

in-lieu parking alternative option was rarely used by developers at the time. However, the study also noted at the time that once underground parking becomes more prevalent, due to redevelopment in the form of higher density mixed-use development, developers may start choosing the payment in-lieu parking alternative option more frequently (which has been the case more recently as redevelopment of the area occurs).

1.3.2 Lougheed Transit Corridor Area

The Lougheed Transit Corridor Concept Plan, endorsed November 10, 2020, includes “Mobility Choice is Enhanced” as one of the guiding principles. The concept plan identifies opportunities that can be explored to support mobility choice through:

- Investigating strategies for public parking near rapid transit;
- Building complete communities to make walking and cycling more viable; and
- Reducing parking standards for commercial and residential development.

The proposed Commercial Mixed-Use Land Use Designation in the Concept Plan promotes greater flexibility of uses within the commercial land use designation, along with allowing building height greater than six storeys. With this land use designation, any new development for this area is encouraged to be a high-density built form with parking spaces provided within an underground parking structure.

1.4 Metro Vancouver Parking Studies

In 2012, Metro Vancouver published the findings from their Apartment Parking Study. The entire Metro Vancouver Area was part of the study, including a strata building in Maple Ridge, and found that parking supply exceeded parking demand in the range of 18% to 35% in the 80 study apartment sites.

In 2018, Metro Vancouver conducted and published the findings from their Regional Parking Study, which broadened the scope from the 2012 study by including on-street parking. For this study, a different strata building in Maple Ridge was selected. Overall, this 2018 parking study largely corroborates the findings from the 2012 Apartment Parking Study. Some of the key findings from the 2018 Regional Parking Study are:

- For both rental and strata buildings, apartment parking supply exceeds use across the region;
- Apartment parking supply and use is lower for buildings closer to frequent transit areas;
- Transit use is generally higher where apartment parking use is lower, especially for rental buildings; and
- The ineffective design and capacity of current bicycle parking facilities in apartment sites appear to discourage use by many residents.

Metro Vancouver is anticipating an update the Regional Parking Strategy by the end of 2023.

2.0 DISCUSSION:

Off-street parking requirements are sometimes viewed as a small technical detail connected to a larger development scheme, but parking requirements impact the design, form, and function of cities and neighbourhoods. When designing a development scheme, parking is often laid out prior to the design of a building since the form and function of parking spaces is relatively constant and cannot be molded and shaped like the architecture of a building.

Traditionally, off-street parking requirements took the approach of “one-size-fits-all” where the same off-street parking regulations for each use applied to the entire city, however, one of the best practices

accepted in the transportation planning industry is shifting away from a “one size fits all” off-street parking strategy and considering different parking requirements for different neighbourhoods. With transit corridors, multi-use paths, and varying levels of car dependency, off-street parking approaches that may have a positive effect in one neighbourhood may not have the same effect in another.

The City of Maple Ridge has been considering differences in neighbourhood needs since the adoption of the Town Centre Area Plan (TCAP) in 2008, which is when different minimum parking space requirements were incorporated into the Parking Bylaw at the same time the TCAP was adopted. With the Parking Bylaw review, this approach of considering different neighbourhood needs, such as how close people live to places of employment, commercial areas, educational institutions and public transit, will be reviewed and considered.

Section 2.0 of this report discusses the eight topics within the existing Parking Bylaw that are likely to see the most changes and what those changes might look like based on a preliminary review of regional best practices. The Parking Bylaw review is looking to enhance the existing regulations, as outlined in this report, but also include shared mobility provisions, such as ride sharing, bike sharing (Section 3.0).

2.1. Parking Minimums

Many cities across Canada are currently shifting from requiring a minimum number of parking spaces, that can result in an oversupply of parking, to parking minimums that are much more closely aligned to actual parking demand. Additionally, many cities are introducing maximums, or the outright removal of some off-street parking requirements all together and allowing the market to dictate the number of parking stalls.

In the Lower Mainland, the majority of municipalities still use the parking minimums approach, however, many have taken the step to reduce parking minimums in specific areas. One of the most common ways municipalities are reducing parking minimums is to require fewer parking spaces when a development is within or adjacent to a transit corridor and/or when a development proposes rental or non-market housing (reflecting the research findings that parking demand is lower in these scenarios). Reducing parking minimums also incentivizes developers to build a greater range of housing types (based on need and demand rather than sticking with more traditional housing forms in order to rationalize the profit/parking construction cost ratios), which also helps to incentivize transit use. Additionally, many municipalities base the minimum number of required parking spaces on the number of bedrooms in a dwelling unit, specifically for more denser forms of housing, such as apartment buildings and stacked townhouses.

Another approach is parking maximums, as used by the City of Vancouver for non-residential uses in the downtown. Parking maximums set the maximum number of parking spaces that the new development is permitted to construct. If a parking minimum is in place, it doesn't stop developers from providing more parking spaces than required, which can lead to an oversupply of parking spaces. With a parking maximum, a developer can, if they choose, provide fewer parking spaces than the maximum requirement. Ultimately, the number and use of parking spaces required in new developments influences vehicle ownership and travel choices, as well as affordability. Ultimately, parking maximums can help ensure that the City's vision and policies for the area are being met.

From the information collected through the Strategic Transportation Plan that was presented at the September 27, 2021 Workshop, Maple Ridge residents predominately use single occupancy vehicles to move around the City and the number, distance, and share of driving trips has increased. As neighbourhoods within the Urban Area Boundary continue to become more pedestrian-oriented, compact, and high-density, particularly in the Town Centre and Lougheed Corridor, it is more likely that transportation alternatives, such as, transit, rolling, and walking will become more viable and attractive.

The recent addition of the R-3 Rapid Bus to the City greatly increases the potential and practicality of more transit use by residents.

The new Parking Bylaw regarding parking minimums may include:

- Expanding the minimum parking requirements for the Central Business District to all multi-family developments in the Town Centre;
- Maximum parking requirements for commercial uses (over a certain size) on the ground floor in the Town Centre;
- No minimum parking requirement for secondary suites in the Town Centre;
- Introducing different minimum parking requirements for the Lougheed Transit Corridor;
- Adjusting parking minimums for denser housing forms within the Urban Area Boundary to reflect best practices;
- Move away from requiring a number of parking spaces per bedroom, and simplifying minimum requirements to whether the unit is market, non-market and/or rental, and/or located close to urban amenities, such as shopping/services, and public transit.

2.2 Payment in-Lieu

The current provisions within the Parking Bylaw permit a payment in-lieu option for the required number of parking stalls on a property zoned for multi-family, commercial, or institutional use located within a 930m radius of City Hall (see Appendix B). The current area that is eligible for payment in-lieu includes areas within the Town Centre Area Plan and the Lougheed Transit Corridor, but does not directly align with either of the boundaries.

On January 11, 2022, Council approved a payment in-lieu rate increase to \$20,000 for all uses in the Town Centre except for single-detached, duplex, triplex, fourplex and courtyard uses. This increase is intended as an interim rate until the Parking Bylaw review is completed.

The monies collected from the payment in-lieu option go into the City's "Parking Reserve Fund". The Parking Reserve fund was established in 1992, by Bylaw No. 4686-1992, when the payment in-lieu program began. At the time of adoption, Provincial legislation stipulated that payment received in-lieu of providing parking spaces could only be used for the provision of off-street parking facilities and this was written into the 1992 Bylaw. Today, Provincial legislation permits municipalities to collect monies for transportation infrastructure, such as walking, bicycling, public transit, or other alternative forms of transportation. These alternative transportation options can be incorporated into the Parking Reserve Fund Bylaw by amending the bylaw.

The Metro Vancouver 2012 Apartment Parking Study found that the average construction cost per parking stall within a structure was noted to be in the range of \$20,000 to \$45,000, depending on site conditions and whether the parkade was at grade or below grade (based on two-levels of underground parking). The construction cost per parking stall increases with the number of below grade parking levels that are provided.

Most municipalities in Metro Vancouver have a flat rate per parking space, ranging from \$20,000 to \$40,000 per parking space, and include a maximum percentage of permitted parking reduction (such as parking requirements can only be reduced by 15%). However, the City of Coquitlam has taken a different approach. The City of Coquitlam's payment in-lieu rate is tied to the parking reduction percentage that is being requested. For example, if an applicant was seeking a 10% reduction to the required parking spaces, the rate per parking space would be \$30,000. Table 1 provides the City of Coquitlam's payment in-lieu rate for the Evergreen Line Core Area for visualization purposes only.

Table 1 – City of Coquitlam’s Payment In-Lieu Rate for the Evergreen Line Core Area

Allowable Off-Street Parking Reduction	Payment for each Off-Street Parking Space
Up to 5%	\$20,000
Next 5% up to 10%	\$30,000
Next 5% up to 15%	\$35,000

The rate of payment in-lieu parking needs to ensure that developers are not incentivized to seek the payment in-lieu options unless meeting the minimum parking stall requirements is truly too great of a challenge, since it is most effective for a developer to construct and operate parking through the development project, resulting in less financial burden to the City. A tiered approach, based on percentage of parking reduction, is being considered in the new Parking Bylaw as it may be effective in discouraging large parking reductions.

In addition to potentially creating a tiered approach to payment in-lieu, potential changes to the Payment In-Lieu provisions, include:

- Expanding the area where payment in-lieu is eligible within the entire Town Centre and the Lougheed Transit Area (part of the Frequent Transit Network); and
- Expand the provisions for the parking reserve fund, in order for the funds to be used for transportation infrastructure for walking, bicycling, public transit, or other alternative forms of transportation.

2.3 Tandem Parking

Tandem Parking means the placement of one parking space behind another parking space, such that only one parking space has unobstructed access to a drive aisle or driveway. Currently, the City of Maple Ridge permits 30% of parking garage units within a development, zoned RM-1 (Low Density Townhouse Residential), to be tandem. As per Policy No. 6.35, should site-specific conditions, such as geotechnical, watercourse or natural features significantly impact the developable area of the site, up to a maximum of 50% tandem parking garage units may be permitted at the discretion of the Director of Planning.

Municipalities, such as Mission and Pitt Meadows, permit tandem parking provisions in townhouses, and apartment developments with similar maximums as Maple Ridge. With the new Parking Bylaw, potential changes to the tandem parking provisions may include:

- Permitting Tandem Parking in all Duplex zones (RT-1) provided that both parking spaces are held by the same owner;
- Permitting Tandem Parking in all Triplex and Fourplex zones (RT-2) provided that both parking spaces are held by the same owner; and
- Permitting Tandem Parking in all Townhouse zones, provided that both parking spaces are held by the same owner.

2.4 Accessibility

In December 2018, accessible parking requirements were removed from the BC Building Code Regulations and municipalities were left to adopt their own design standards and supply rates within their respective bylaws for off-street parking. Maple Ridge has accessible parking requirements within the Parking Bylaw, however, the requirements likely fall short of the community’s needs and should be updated to align with best practices.

Accessibility is a part of the City's broader equity and inclusion efforts that contribute to improved social health and well-being of residents. Accessibility of a parking space is based on several factors, including the:

1. number of spaces;
2. dimensions of the space;
3. location of spaces; and
4. path of travel, including access aisle and proximity to an accessible entrance.

Currently, the City's Parking Bylaw identifies the number of spaces required, dimensions of the spaces, and signage. However, the Parking Bylaw does not account for van-accessible stalls, access aisles, or specify location of the spaces or requirements for path of travel (such as ensuring the route from exiting the vehicle to entering a business is accessible).

When reviewing the Parking Bylaw to better align with best practices and respond to emerging trends, one of the most challenging and critically important details for consideration is the effect on accessible parking. For example, requiring less parking in a transit corridor should not come at the expense of a sufficient supply of accessible parking. It is therefore important to consider ensuring a sufficient accessibility parking supply if the overall total supply is reduced.

The new Parking Bylaw regarding accessible parking spaces may include:

- Requiring one accessible space regardless of total number of spaces being required;
- Increasing the number of accessible parking spaces based on use (such as medical offices);
- Introducing two types of requirements for standard accessibility space size and aisles (to include van-accessible stalls) and aligning the dimensions of each type to reflect best practices;
- Including signage requirements that reflect best practices; and
- Requiring accessible EV charging stations.

2.5 Micromobility Parking and Storage

On May 25, 2021, the City of Maple Ridge amended the Official Community Plan to set the goal to reduce community greenhouse gas emissions to net zero by 2050 from 2010 levels, with an interim target of 45% reduction by 2030, in order to be in alignment with the Intergovernmental Panel on Climate Change (Official Community Plan Policy 5-45). To reduce transportation emissions, the number of vehicle kilometres traveled must be reduced and a greater share of those trips must be made by electric vehicles. According to the data collected through the Strategic Transportation Plan, the number, distance, and share of driving trips has increased. Therefore, there is an opportunity to increase electrification, while also making walking, rolling, and transit trips more safe, comfortable, and efficient.

Micromobility, such as electric scooters, bicycles, segways, etc., is becoming a growing share of trips in the region. Micromobility can be privately owned, or owned and operated as part of shared transportation systems. It can be used for personal travel or play a role in goods movement via cargo e-bikes. Development in the Town Centre and along Lougheed Corridor will create opportunities to move more people with less reliance on single occupancy vehicles. However, the City only requires bike parking and storage in the Town Centre, which limits the incentive for residents to bike to other locations within the City and does not include parking for other micromobility options.

The bike parking space ratios and storage requirements for the Town Centre are currently separated into two general categories. The first category is long-term spaces that are geared towards multi-family residential occupants or commercial use employees who intend to stay at their destination for a longer period of time (typically more than two hours), and have access to secured locations on the property;

and the second category is short term spaces that are geared towards visitors or customers who are likely to have a shorter stay at their destination (typically less than two hours), with such spaces typically found in the public realm and typically considered significantly less secure.

The perceived safety of accessing micromobility parking and the level of security within a parking facility are typically factored into the decisions that people make about cycling. For example, if a long-term bicycle parking area is located in a secluded and dark area of an underground parkade, where it feels unsafe and/or is a hassle to get in and out, potential riders may feel discouraged from biking to work, running errands, or even for recreation.

The safety of the micromobility users and security of the micromobility parking are the two main factors when updating the section of the Parking Bylaw that identifies bike parking. The new Parking Bylaw regarding micromobility may include:

- Expanding the requirement of long and short term bike parking and storage city wide;
- Specifying desired location of long-term storage within a development;
- Specifying the desired form of long term micromobility storage;
- Requirement for “end of trip facilities” (such as showers and change rooms);
- Requirements for electrified electric bike parking and storage; and
- Requirements for e-scooter parking and storage.

2.6 Electric Vehicle Charging and Stations

Metro Vancouver’s Climate 2050 Strategic Framework (2019) estimates that 31% of greenhouse gas emissions in the region are a result of cars and trucks. Moving towards higher adoption of zero emissions vehicles, including electric passenger cars and trucks, is an important component of achieving the City’s Climate Action Goals. Demand for electric vehicles is increasing and the Province of BC has a goal to reach 100% of passenger zero-emissions vehicle sales by 2040.

Other new forms of mobility, including electric bicycles, electric cargo bicycles, and electric scooters can also help lower greenhouse gas emissions by expanding the number and type of trips that are feasible by non-auto modes of transportation. These vehicles also benefit from electric outlets in parking lots, particularly where there is secure bicycle parking. Since 2019, the City has required “roughed-in” electric vehicle (EV) infrastructure as per the following in Table 2:

Table 2 – Current EV Charging Requirements

Ground Oriented Residential Development	Apartment Residential Development	Commercial Development
Require 1 space for each principal dwelling unit of single family, duplex, triplex, fourplex, courtyard and townhouse developments to be roughed-in (Level 2). <ul style="list-style-type: none"> • Secondary suites and detached garden suites exempt. 	Require all off-street residential parking spaces in apartment developments to be roughed-in (Level 2). <ul style="list-style-type: none"> • 50% visitor parking be able to achieve a minimum of Level 2 charging 	Require 10% of parking spaces to be roughed-in (Level 2). <ul style="list-style-type: none"> • Applicable to developments with 10 or more off-street parking spaces.

‘Roughed-in’ means some of the infrastructure required for EV charging is provided, including panel capacity and conduit, making it easier to retrofit the building to provide for EV charging in the future. Circuit breakers, wiring, outlet and charging stations (and the costs to acquire and install these) is the responsibility of the property owner(s) to deal with at some point in the future in order to fully energize and operationalize each space.

Since the adoption of the City's roughed-in requirements, more municipalities have adopted bylaws requiring new parking spaces to be fully energized. To fully energize each space, all of the infrastructure would need to be required for the charging of an EV, including the charging stations. Every municipality requires a different proportion of parking spaces to be energized, however, many municipalities require energizing spaces instead of permitting roughed-in infrastructure. Table 3 presents which municipalities require roughed-in or energized requirements or both.

Table 3 – Municipal scan of “energized” parking space requirements

Municipality	Requires “Roughed-in” or “Energized” infrastructure
City of Abbotsford	Energized
City of Chilliwack	Energized
City of Coquitlam	Energized
City of Delta	Energized
Township of Langley	Energized
City of Mission	Roughed-In (some energized requirements)
City of Port Coquitlam	Roughed-In
City of Surrey	Energized
City of White Rock	Energized

The new Parking Bylaw may include the following changes to the EV charging requirements may include:

- Requiring a specific number of energized outlets capable of providing Level 2 Charging or higher for residential, commercial, institutional and industrial development;
- Requiring some EV charging spots to be to accessibility standards;
- Provisions for fast charging stations that are added post development (such as tesla stations); and
- Provisions for electric bike and scooter charging stations.

2.7 Shared Use Parking Provisions

The current Section 3.7 of the Parking Bylaw sets out regulations for developments that have multiple uses, also known as shared parking facilities. Currently, shared parking facilities of two or more Commercial, Educational, Assembly, Civic and Institutional establishments may be permitted when the maximum demand for such parking facilities by the individual establishments occurs at different periods of the day, and is supported by a parking study. The parking spaces provided shall not be less than 75% of the total required by the individual uses.

The Town Centre Parking Study (2008) supported this provision in the Parking Bylaw as the study found that that efficiencies could be created with the current parking supply if property owners were willing to share parking and create local economic synergies through ease of parking in one location and walking or cycling to multiple destinations.

When reviewing and updating this section of the Parking Bylaw, the main goal is to clarify the requirements (for example, two businesses on adjacent properties can utilize each other's parking lots) and potentially reduce the parking stall requirements for individual properties in the Town Centre if Town Centre businesses were willing to capitalize on the collective parking space provision benefits.

2.8 Landscaping and Screening

The Zoning Bylaw includes landscaping requirements for unconcealed surface parking spaces. For example, unenclosed off-street parking for commercial zones, the landscape screening is required to be at least 1metre high and 1.5 metres wide. These requirements will be reviewed in conjunction with the Parking Bylaw to ensure that surface parking areas are required to add aesthetic elements, such as climate resilient flowering shrubs, ornamental trees, grasses, in-ground irrigation to help ensure plantings survive and thrive, while also ensuring sightlines are kept clear and principles of Crime Prevention Through Environmental Design (CPTED) are considered to address safety considerations. The Parking Bylaw may also potentially include lighting requirements, updated signage requirements, and pedestrian walkway requirements for parking areas that have more than one commercial or mixed-use building on the same lot or are of a certain size (such as large retail parking lots).

3.0 Shared Mobility Provisions

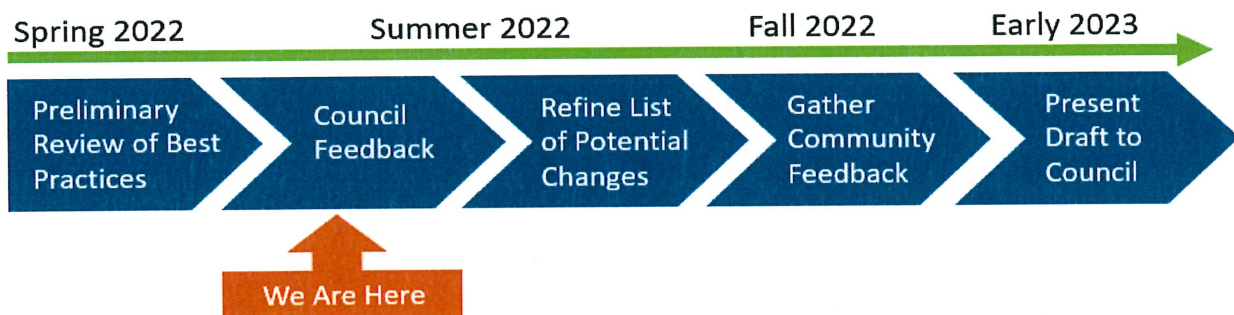
Currently, there are no shared mobility provisions in the Parking Bylaw. It is anticipated that the new Parking Bylaw may include provisions for some shared mobility. Shared Mobility can be defined as transportation services and resources that are shared among users, either concurrently or one after another. Shared mobility provisions often include regulations for:

- taxi pick up stations;
- car sharing (such as Modo or Evo parking);
- shared micromobility (such as bike sharing or scooter sharing), and
- bus parking provisions.

4.0 NEXT STEPS

The comments and feedback received on this report from Council will help guide the next steps in the review process, as outlined in Figure 1. Once staff have refined the list of potential changes, staff will be seeking feedback from the community in the Fall 2022. Staff will be engaging with the City's advisory committees, specifically the Transportation Advisory Committee and the Municipal Advisory Committee on Accessibility as well as with the development community through Urban Development Institute (UDI) and HAVAN. Additionally, staff will be providing the opportunity for all residents to provide feedback by identifying the changes on the City website and promoting the opportunity through the typical communication channels.

Figure 1: New Parking Bylaw Process



In early 2023, staff anticipate bringing forward the draft new Parking Bylaw to a future Committee of the Whole meeting. In the Committee of the Whole report, staff will also provide an approach to instream applications and when the amendment to the Parking Bylaw would take effect.

5.0 STRATEGIC ALIGNMENT

Achieving long term sustainability through thoughtful planning and policy work, such as the subject review of the Off-Street Parking Bylaw, is established under the Growth pillar of Council's 2019-2022 City of Maple Ridge Strategic Plan.

6.0 INTERDEPARTMENTAL IMPLICATIONS:

Staff will continue to work with various departments, including Engineering, Bylaw & Licensing Services, Building, and Fire on the new Parking Bylaw.

7.0 CONCLUSION:

A full review of the *Off-Street Parking and Loading Bylaw No. 4350-1990*, also known as the "Parking Bylaw" regulates the location, number, and size of off-street vehicle parking spaces, loading spaces, bicycle spaces, and passenger spaces, to balance the needs of residents, commuters, and visitors. On-street parking is regulated through other bylaws and is not included within this review. A new Off-Street Parking Bylaw is the anticipated outcome of this review.

This report identifies eight topics within the existing Parking Bylaw that are likely to see the most change and what those changes might look like based on a preliminary review of regional best practices (Section 2.0). Staff are seeking Council's high-level comments at this stage in the review process to guide next steps. Staff will also be seeking feedback from the community throughout the Fall and anticipate bringing forward the draft new Parking Bylaw to a future Committee of the Whole meeting in early 2023.

"Original signed by Krista Gowan"

Prepared by: **Krista Gowan, HBA, MA**
Planner 1

"Original signed by Charles Goddard"

Reviewed by: **Charles R. Goddard, BA, MA**
Director of Planning

"Original signed by Christine Carter"

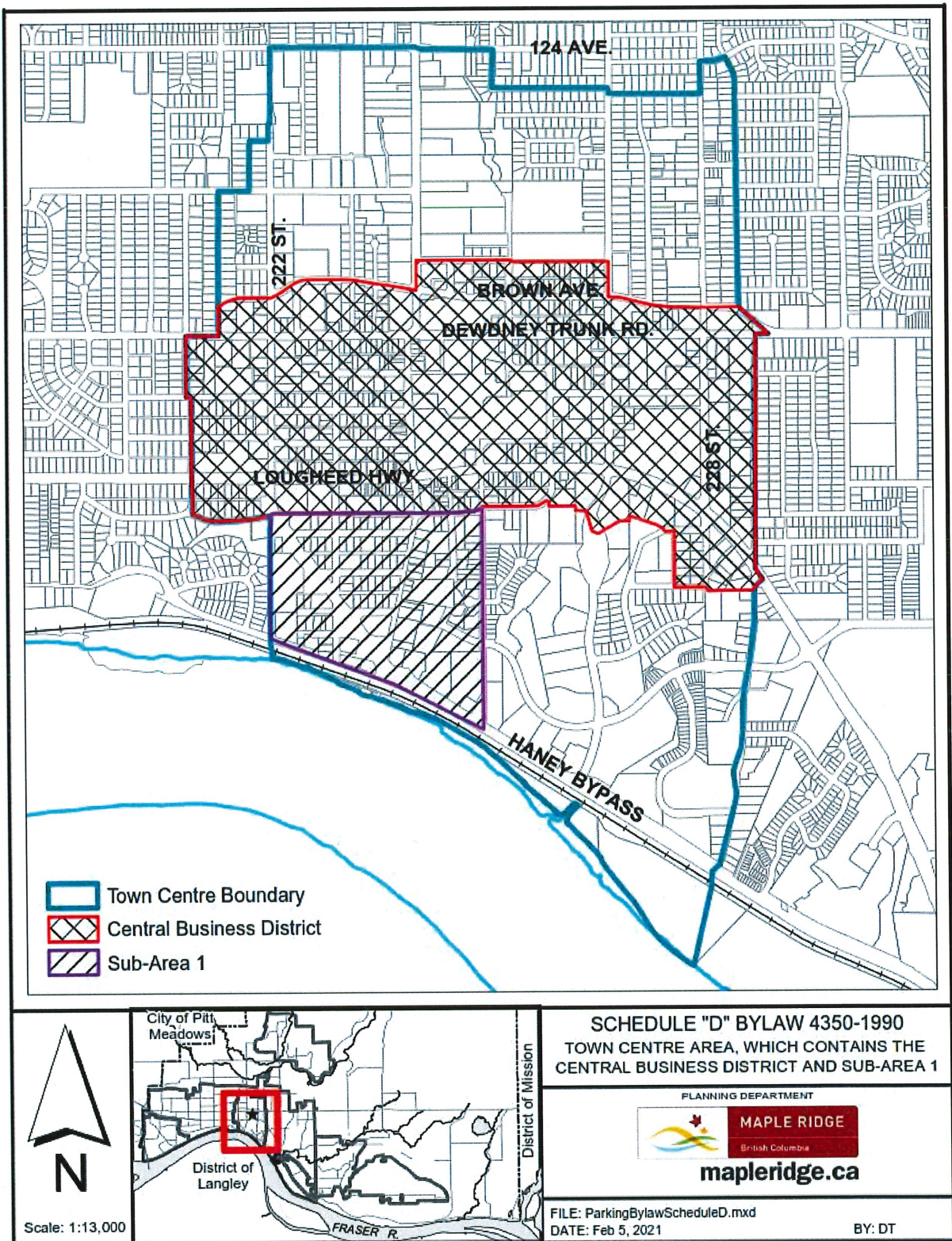
Approved by: **Christine Carter, M.PL, MCIP, RPP**
GM Planning and Development

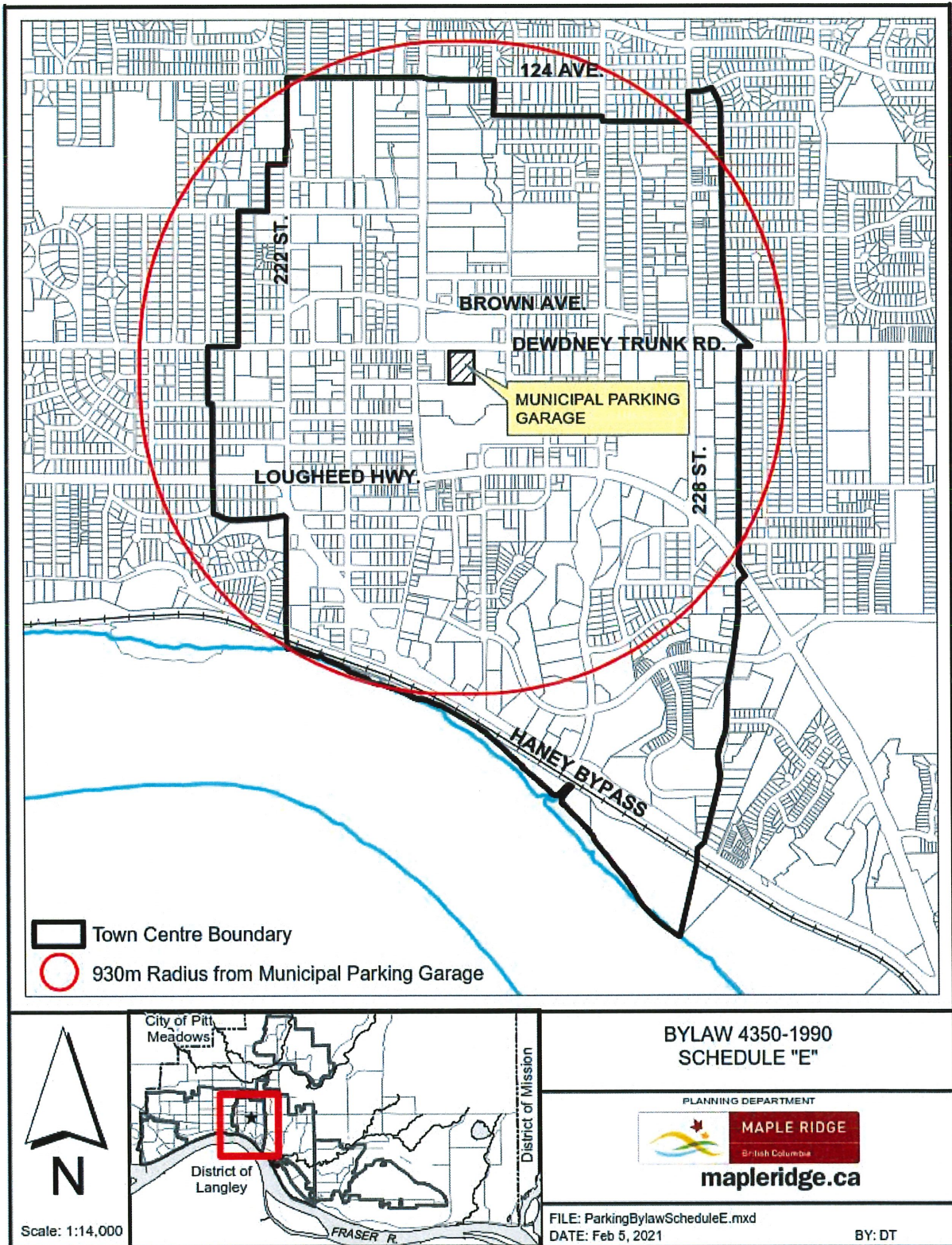
"Original signed by Scott Hartman"

Concurrence: **Scott Hartman**
Chief Administrative Officer

The following appendix is attached hereto:

- Appendix A – Central Business District Area Map
- Appendix B – Payment In-Lieu Area Map





TO: His Worship Mayor Michael Morden
and Members of Council
FROM: Chief Administrative Officer

MEETING DATE: September 6, 2022
FILE NO:
MEETING: Workshop

SUBJECT: Municipal Insurance Association of British Columbia (MIABC) - Voting Delegate

EXECUTIVE SUMMARY:

The 2022 Municipal Insurance Association of BC Annual General Meeting (the “AGM”) will take place on September 13, 2022 and the City has been requested to appoint a voting delegate and two alternates to represent and vote the interests of the City of Maple Ridge. The AGM package contains a number of Special Resolutions pertaining to changes in the terms of the Reciprocal Insurance Exchange Agreement (RIEA) as well as the Property Insurance Agreement (PIA).

RECOMMENDATION:

That the Chief Administrative Officer be appointed as the voting delegate, the General Counsel/Acting Corporate Officer as the first alternate and the Policy Coordinator as the second alternate for the Municipal Insurance Association of B.C. 2022 Annual General Meeting.

BACKGROUND:

MIABC is the insurance provider for the City of Maple Ridge. It is a non-profit risk pool owned by its members. Since the City of Maple Ridge is a member, it is an owner that along other owners is able to dictate the extent of MIABC coverage, voting on changes to the Liability Protection Agreement each year at the AGM. This year, proposed Special Resolutions pertain to amendments to the RIEA in the areas of powers and authority of the board, ability to hold meetings virtually, particulars provided to a member on a certificate of insurance, discretionary language for the provision of property insurance coverage and a redraft of the PIA, setting out the scope of property, business interruption, and crime coverage provided to members. The proposed PIA amendments present plain language redrafting of terms, the addition of several definitions, and removal of exclusions and conditions not relevant to a local government context. Additionally, the proposed revisions add coverage to allow local governments to build back better with green technologies after a covered loss.

Summary of Special Resolutions to be voted on at the AGM:

- **SPECIAL RESOLUTION 2022-1**

Article 3.02(o) of the RIEA sets out the powers of the Board to “...employ a manager and... staff...to manage and operate...the Exchange.” This language does not capture the management structure of the organization and, accordingly, amendments to Articles 3.02(o) and the heading of Article 4.00, as well as the addition of Article 4.02, were needed to accurately reflect the management structure of the MIABC and powers of its Chief Executive Officer.

THAT the Reciprocal Insurance Exchange Agreement with amendments to Article 3.02(o), the heading of Article 4.00, and the addition of Article 4.02 in the form set out in Appendix I be approved.

- **SPECIAL RESOLUTION 2022-2**

In response to the COVID-19 pandemic, the MIABC has held the last two Annual General Meetings virtually, which has been a tremendous success. In order to allow for the benefits of virtual attendance to continue as needed, the proposed amendment to Article 6.10 is to permit these meetings to take place in a virtual or hybrid format.

THAT the Reciprocal Insurance Exchange Agreement with amendments to Article 6.10 in the form set out in Appendix I be approved.

- **SPECIAL RESOLUTION 2022-3**

The language in the Annual General Meeting Rules and Procedure Bylaw and the Nomination and Election Procedure Bylaw must be amended to correspond with changes to Article 6.10 of the RIEA. These changes are required to reflect changes that allow for virtual or hybrid Annual General Meetings and the procedures related to virtual voting.

THAT the Annual General Meeting Rules and Procedure Bylaw and the Nomination and Election Procedure Bylaw in the redlined forms set out in Appendices II & III, respectively, be approved.

- **SPECIAL RESOLUTION 2022-4**

Article 7.05 of the RIEA, as drafted, suggests that if a member is in the process of departing the membership, no amendments of the RIEA can be made. This does not appear to be the intent of the provision and could lead to a functional incapacity of the MIABC pending a prolonged departure of a single member. To accommodate a departing member, Article 7.05 has been amended to ensure no changes would apply to the departing member but would apply to others. This preserves the right of the departing member without incapacitating the balance of the membership from making necessary changes to the RIEA.

THAT the Reciprocal Insurance Exchange Agreement with amendments to Article 7.05 in the form set out in Appendix I be approved.

- **SPECIAL RESOLUTION 2022-5**

Articles 8.04 and 11.04, which relate to the Liability Protection Agreement (LPA) and Property Insurance Agreement (PIA), respectively, refer to certificate of insurance. In practice, a certificate of insurance is issued under the LPA, whereas declaration pages are issued under the PIA. The changes to Articles 8.04 and 11.04 are therefore required to accurately reflect the different documents provided pursuant to the different agreements.

THAT the Reciprocal Insurance Exchange Agreement with amendments to Articles 8.04 and 11.04 in the form set out in Appendix I be approved.

- **SPECIAL RESOLUTION 2022-6**

Article 11.01 of the RIEA inadvertently uses the word “shall” rather than the word “may” in relation to an application for property insurance. The inadvertent use of prescriptive language would mean the MIABC would have no choice but to issue a policy upon an application for property insurance, which was clearly never intended. Accordingly, the correct permissive wording has been used.

THAT the Reciprocal Insurance Exchange Agreement with amendments to Article 11.01 in the form set out in Appendix I be approved.

- **SPECIAL RESOLUTION 2022-7**

We have modernized the policy language, made it easier to read, and customized it to better reflect local government operations. The policy is now organized around the concept of “Covered Losses” and “Covered Property” to make it easier for members to understand what is and is not covered. We have also changed how insureds are referred to in the policy. We now have the concept of “Named Insured”, as well as the concept of “Insured”, which distinguishes between the local government named on the policy Declarations Page and other entities for which a local government may have the responsibility to obtain coverage for. This provides flexibility to our members and ensures the MIABC can properly manage what coverages are provided to each category of insured.

THAT the revised Property Insurance Agreement in the form set out in Appendix IV be approved.

- **SPECIAL RESOLUTION 2022-8**

Most of our members contract with Recycle BC to deliver recycling services within their communities. A requirement of the contract is that local governments seek advice on the necessity for Environmental Impairment Liability (EIL) insurance to address pollution risks. Our liability policy has limited EIL coverage. Pollution is an excluded peril, however we have a few exceptions to the exclusion that do create some coverage. As our coverage does not address all EIL risks, our members may elect to purchase an EIL policy to provide the additional coverage, should they determine it is necessary.

To help provide members with the insurance coverage they need, we propose to add in language to except the activities members engage in under the Recycle BC Master Services Agreement with respect to a few of the exclusion clauses. The expansion of coverage for these Recycle BC activities will be sublimited to \$1,000,000. As the Recycle BC agreements typically involve low-risk recycling activities, such as packaging and paper recycling, we believe this change will not bring much, if any, additional risk to the Association and the membership. Members who require more comprehensive EIL coverage can source specialized policies through our brokerage arm, Civic Risk Insurance Solutions.

THAT the Liability Protection Agreement with amendments to pollution coverage in the form set out in Appendix V be approved.

- **SPECIAL RESOLUTION 2022-9**

Over the years, our reinsurers have expressed concern about cyber risks, particularly silent cyber risks. This concern culminated in our reinsurers requiring us to exclude cyber risks from our liability policy.

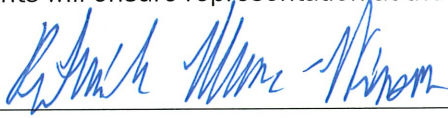
Our current policy has a \$2 million sublimit for claims pertaining to cyber risks, which falls within our self-insured retention. We want to ensure that our policy language remains aligned with the reinsurance treaty language as it relates to cyber exclusions. To accomplish this, we are recommending amending the Sublimits section by bolding the phrase “cyber risk” and making it a defined term. In the Definitions section of the policy, we will then add a definition of “cyber risk”, which includes a reference to the reinsurance treaty. We are referencing the reinsurance treaty in the definition to ensure our policy easily adapts, should treaty cyber exclusion language change over annual reinsurance contract renewal cycles.

THAT the Liability Protection Agreement with amendments to cyber coverage in the form set out in Appendix VI be approved.


The details of the proposed amendments and blacklined changes are included in Attachment "A".

CONCLUSION:

The City is currently without a voting delegate for the MIABC Annual General Meeting and these appointments will ensure representation at the upcoming meeting on September 13, 2022.



Prepared by: **Patrick Hlavac-Winsor**
General Counsel and Executive Director,
Legal and Legislative Services



Concurrence: **Scott Hartman**
Chief Administrative Officer

Attachments:

(A) MIABC 2022 AGM package

MIABC

2022 Annual General Meeting



4:00 pm – 5:00 pm September 13th, 2022
Emerald Ballroom, Westin Resort, Whistler

	CALL TO ORDER Chair Roy Scott (Chief Administrative Officer, District of 100 Mile House)	
	INTRODUCTIONS Chair Roy Scott	
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	ADOPTION OF THE 2021 AGM MINUTES Chair Roy Scott	
	CHAIR’S REPORT Chair Roy Scott	07
	CLAIMS COMMITTEE REPORT Director Clay Nelson (Manager of Purchasing & Risk Management, District of West Vancouver)	08
	MEMBER SERVICES COMMITTEE REPORT Director Penny Cote (Director, Alberni-Clayoquot Regional District)	09
	AUDITED FINANCIAL STATEMENTS FOR 2021 Director Karen Grommada (Director of Finance/Deputy CAO, City of Port Coquitlam)	10
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ADDRESS BY THE MINISTER OF MUNICIPAL AFFAIRS

Honourable Nathan Cullen

Nathan Cullen was elected MLA for Stikine in the 2020 provincial election.

Nathan proudly served as Member of Parliament for the riding of Skeena-Bulkley Valley for 15 years, from 2004 to 2019. He is a strong advocate for the residents of Northern BC and has worked throughout his career to promote sustainable development.

During his time in Ottawa, Nathan was recognized multiple times by his peers at the Maclean's Parliamentarian of the Year Awards.

He also served as Official Opposition House Leader and held critical roles for Finance, Natural Resources, Environment, Ethics, and Democratic Reform.

Nathan has worked to encourage participation of young people in politics and public policy and has supported young entrepreneurs in the Northwest in starting and growing their businesses.

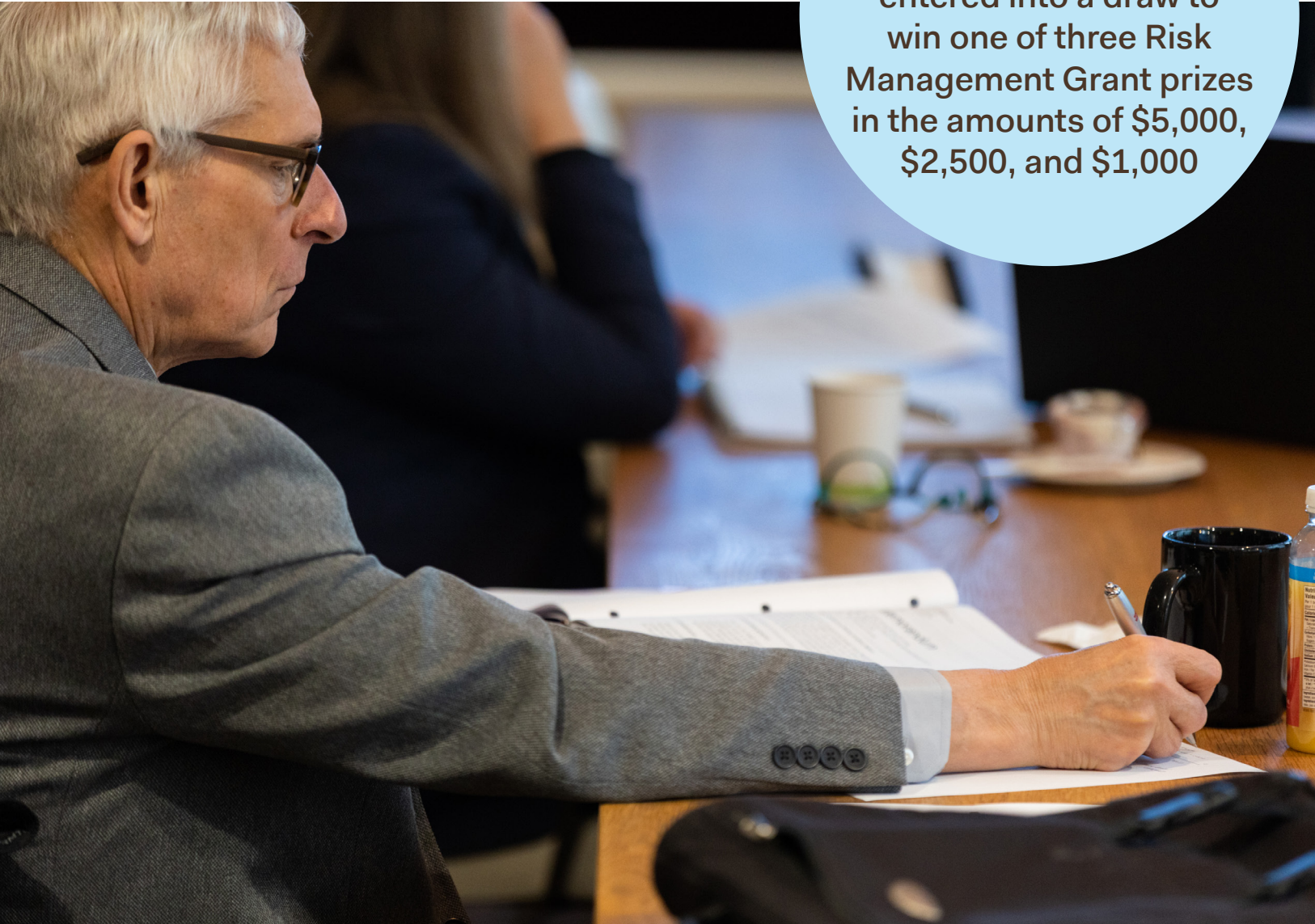
Nathan has run a consulting business specializing in strategic planning and conflict resolution. He has previously worked in international development in Africa and South America.

He lives with his wife and twin sons in Smithers.

VOTING DELEGATE ORIENTATION

3:30 pm – 4:00 pm

Join CEO, Megan Chorlton, as she takes voting delegates on a journey through the history and governance structure of the MIABC. Learn more about your responsibilities as a voting delegate for your community and the value of owning your own insurance reciprocal.



Delegates who attend the AGM will have their local government entered into a draw to win one of three Risk Management Grant prizes in the amounts of \$5,000, \$2,500, and \$1,000



NOMINATING COMMITTEE REPORT

Director Lance Kayfish (Risk Manager, City of Kelowna)
Nominating Committee Chair

The Board has struck a Nominating Committee and appointed Director Lance Kayfish, Risk Manager, City of Kelowna, as Chair.

This year, the five positions up for election for a three-year term are the Regional Area Association Representatives. The five Area Associations are AKBLG, AVICC, LMLGA, NCLGA, and SILGA.

There are three candidates running for the SILGA position: Councillor Adam Etchart from the City of Merritt, Councillor Kevin Flynn from the City of Salmon Arm, and incumbent Councillor Ruth Hoyte from the District of Coldstream.

The remaining four Regional Area Association Representatives are Director Rob Gay for AKBLG; Director Penny Cote for AVICC; Director Jack Crompton for LMLGA, and Director Gord Klassen for NCLGA. Given there are no candidates running against the representatives for these four Regional Area Association Representative positions, the directors currently occupying these positions are acclaimed.

Candidate profiles and the Nomination and Election Procedure Bylaw can be found at the back of the AGM booklet. We encourage you to familiarize yourself with each of the candidates and cast your vote during the election.



CHAIR'S REPORT

Chair Roy Scott (Chief Administrative Officer, District of 100 Mile House)
Board Chair

One measure of an organization's success is its ability to respond to change. The past few years have been rife with novel challenges, and 2021 was no exception. Time and time again, we have been called on to rapidly respond to change. Pandemic uncertainty, internal leadership changes, and a myriad of extreme weather events have tested our ability to adapt, evolve, and advance initiatives to better serve our members and equip them with the resources required to face adversity together.

Both the MIABC and its members have repeatedly demonstrated the ability to adapt as new risks arise. Natural catastrophes and large-scale cyber-attacks have become more and more common, making it necessary to quickly assess and identify creative strategies to minimize these risks. In 2021, as our members were strained responding to unrelenting wildfires and flooding, our staff developed a creative suite of services aimed at helping our members respond to and recover from catastrophic events through our Response Ready initiative. Upon learning that local governments were the victims of more frequent cyber-attacks, we launched our new cyber security and phishing simulation platform in conjunction with the Canadian Internet Registration Authority. Adapting our services to address new risks as they arise is just one of the ways the MIABC provides remarkable value for our members.

During this volatile time, the MIABC has evolved into a stronger organization, illustrated by our exceptional supports operating to level volatility and face future challenges. First and foremost, even in the face of the Great Resignation, we have maintained our stable and professional staff, board, and membership base, enabling us to consistently deliver on our mission to provide dependable support to our members through our insurance, risk management, education, and claims services. Second, through our principled approach to investing and capital

management, underwriting, and claims management, we have reinforced our financial strength, exceeding \$100 million in capital at the end of 2021. Our financial strength gives us more flexibility to respond to and address our members' evolving needs as they face volatile economic conditions and a challenging insurance market. Finally, our clear strategic vision has focused our response to myriad risks to best support our organization and our membership.

The MIABC emerged from 2021 poised to advance new opportunities to support our members. Pandemic exhaustion and the long-anticipated wave of baby boomer retirements resulted in wide sweeping labour shortages and changes in leadership across industries. At the MIABC, we recently successfully concluded our own leadership recruitment process upon the retirement of Tom Barnes, who served the MIABC in his capacity as Chief Executive Officer for 17 years. Our new Chief Executive Officer, Megan Chorlton, is someone many of you may recognize, as she has served in various roles at the MIABC over the past ten years, most recently as Director of Member Services & General Counsel.

As a result of this leadership transition, we have made several internal changes aimed at better positioning our talented team to meet the ever-changing needs of BC local governments. The Member Services and Insurance departments have been united under the umbrella of the Insurance Services Department. Combining these departments will allow our staff to address the insurance and risk management needs of local governments using a more holistic and collaborative approach. To keep up with and address our members' evolving needs, our staff will be designing and implementing a new Strategic Innovation Framework to help us identify, prioritize, and assess the feasibility of new initiatives that will benefit our members. We are confident that these changes will place

us in an even better position to advance new initiatives and deliver the promise of our mission and the potential of our vision.

As we enter a new chapter at the MIABC with a new leader at our helm, our members can be assured that one thing has not changed: our commitment to providing reliable support to local governments, particularly as they navigate the challenges of an ever-changing world. Our staff and Board are well equipped and ready to embrace the challenges ahead.



CLAIMS COMMITTEE REPORT

Director Clay Nelson (Manager of Purchasing & Risk Management, District of West Vancouver)
Claims Committee Chair

The Claims Department experienced another busy year in 2021, receiving 940 new claims and closing 983 files. Once again, the pandemic appeared to impact the frequency of new claims reported, resulting in an 8.8% decrease of new claims, which followed a 5.7% decrease in 2020. However, the pandemic did not lessen the severity of claims, and claimants were more aggressive and persistent when faced with claims denials.

Our liability claims profile demonstrated a continuing trend of fewer bodily injury claims in 2021, however property damage claims continued to trend up, primarily due to weather-related claims. While our Property Insurance Program membership continued to grow in 2021, we experienced several catastrophic fire and flooding claims that impacted both the property and liability insurance programs. Errors and omissions claims remained steady. As of December 31, 2021, we had 44 large loss files, five of which were settled or were in

the process of closing, and six of which were closed during the year.

Our talented team of Claims Examiners, Lawyers, and Legal Administrative Assistants continued to provide exceptional claims handling services to our members. They adapted to shift back and forth between remote and in-person litigation, resulting in more online legal processes that saved the MIABC and its members both time and litigation expenses. Our staff's efforts to provide exceptional service is evident in the results of our Claims Service Evaluation Surveys, where 100% of our members' responses rated our file handling as very good or excellent. We continue to strive to provide the highest level of claims service to our members.



MEMBER SERVICES COMMITTEE REPORT

Director Penny Cote (Director, Alberni-Clayoquot Regional District)
Member Services Committee Chair

The Member Services Team continued to offer services remotely throughout 2021, embracing the benefits of virtual connections with our members.

In March, we delivered our first ever virtual Risk Management Conference. Despite the challenges of finding ways to engage with participants in the virtual realm, we exceeded targets both in attendance and participant experience. We saw a 20% increase in registration compared to the 2019 in-person conference, and feedback was extremely positive. We learned that we could deliver high-quality educational content in a virtual format and that, for our more remote members, this option is crucial for them.

The MIABC's Loss Control Program had originally planned to return to in-person inspections in mid-2021, but services were largely provided online due to ongoing pandemic uncertainty and extreme weather events. This had an unexpected benefit as our members took advantage of a wider array of loss control services, such as policy audits, policy drafting, and virtual inspections. The program was able to reach more members, as remote services can be scheduled more easily and delivered more efficiently. While in-person inspections are in full swing for 2022, the legacy of virtual loss control services will carry on.

Adapting how we communicate with members was a continued theme in 2021, and the convenience of online communications saw the Member Services Department find new ways to connect with members. For example, in the process of creating its Policy Development Toolkits, the department decided to create focus groups of about 15 local government staff members to review each toolkit. By seeking input in a virtual format, this allowed us to reach a more diverse cross-section of both members and local government staff, something that may not have been possible by using our in-person meeting format. Through this process,

we launched four toolkits in 2021 to guide members through creating or reviewing their inspection and maintenance policies. Six more will follow in 2022 and 2023.

Our website became an integral way to communicate with our members throughout the pandemic and, in the summer of 2021, we launched a newly designed website that is flexible, adaptable, and easy for our members to navigate. The new website quickly garnered attention, not only from our members, but also the leaders in the digital marketing world. As a result, our website received the Centauri Award at the Vega Digital Awards and the Gold Medal at the Marcom Awards.

Members of our team continued to demonstrate their ability to recognize where our members might be struggling and finding ways to help them. The extreme weather events of 2021 were the catalyst for enhancing our services to members. We recognized that the MIABC is not necessarily the first, second, or even third call that our members would make in the face of a crisis or catastrophic event, so in late 2021, we developed Response Ready. This initiative is designed to communicate to our members that we can support them before, during, and after a catastrophic loss relating to extreme weather events, including wildfires, landslides, and floods. Through this program, the MIABC will take a proactive approach to disaster support, contacting members to offer assistance as soon as we are aware a catastrophic event is imminent or has occurred. The services will include coverage advice, short-term business continuity support, and claims assistance.

The Member Services team adapted to the challenges of 2021 and continued to evolve in new ways to better assist our members. Not only did 2021 leave us with more services and opportunities than we started with, it provided us with more ways to advance the mission, vision, and values of the MIABC in 2022.



AUDITED FINANCIAL STATEMENTS FOR 2021

Director Karen Grommada (Director of Finance/Deputy CAO, City of Port Coquitlam)
Finance/Audit Committee Chair

The MIABC ended 2021 with Subscribers' capital at an all time high of \$100.9 million, up from \$91.1 million at the end of 2020 and exceeding \$100 million for the first time in MIABC history.

Gross written premiums were \$23.3 million, up from \$20.3 million in 2020. Net income, inclusive of an underwriting profit of \$360 thousand and \$3.8 million in realized investment gains, was \$8.3 million in 2021, compared to \$4.5 million in the prior year.

News of a catastrophic fire that engulfed and destroyed one of our member communities was reported around the world and increased the MIABC's property claims profile in 2021. The MIABC protects Subscribers' capital against excessive loss from catastrophes by transferring substantial claims risk to a panel of reinsurance companies. Several large loss files were settled in 2021, and the overall result was favourable, with incurred claims expenses lower than in the prior year.

A significant number of the MIABC's Liability Program members are now enrolled in the Property Program. Civic Risk Insurance Solutions continues to find new ancillary products of interest to the local government community, and broker commission revenue continues to grow significantly as a result.

The MIABC's investment portfolio experienced healthy growth in 2021. The MIABC trimmed its equity exposure following the very strong performance of equity markets, realizing gains and healthy investment income. The market value of the MIABC's real estate holding was estimated to be on the order of \$30 million based on property tax assessed values, well in excess of the \$15.8 million in original costs. Our commercial real estate provides a reliable and diversified source of annual income, upwards of \$400 thousand per year.

The MIABC continued to embrace new ways to connect with members to provide timely risk intelligence, services, and solutions to emerging member challenges. The MIABC paid \$374 thousand in risk management grants to members and delivered a successful hybrid Risk Management Conference in 2021.

The MIABC had a financially solid year and is well-positioned to meet the challenges of the riskier environment in which our members now operate. The unpredictability of climate-related impacts and the uncertainty of cyber security are top of mind. We are committed to employing capital to promote rate stability and to address our members' risks in a sustainable manner through the hard insurance market and in the decades to come.

APPOINTMENT OF THE AUDITORS

Director Karen Grommada (Director of Finance/Deputy CAO, City of Port Coquitlam)
Finance/Audit Committee Chair

Director Grommada will introduce the motion:

THAT the Board of the Municipal Insurance Association of British Columbia be authorized to appoint auditors for the 2022 financial year.

STATEMENT OF FINANCIAL POSITION		
JUNE 2022		
ASSETS		
Cash	\$	13,682,217
Accounts receivable		5,552,686
Investments		118,456,361
Recoverable from reinsurers		25,037,684
Recoverable from subscribers		12,185,518
Prepaid expenses		1,414,584
Property and equipment		7,189,267
Investment property		14,868,171
	\$	198,386,488
LIABILITIES		
Accounts payable	\$	5,150,459
Premium tax payable		139,828
Provision for unpaid claims		83,906,515
Assessments in advance		15,740,411
		104,937,212
SUBSCRIBERS' EQUITY		
Reserves contributed		7,866,515
Unrealized investment gains		2,141,412
Retained earnings		80,571,190
Current net income		2,870,159
		93,449,276
	\$	198,386,488

STATEMENT OF FINANCIAL POSITION HIGHLIGHTS

Investment performance, maturing insurance programs contribute to strong balance sheet.

Subscribers' equity in excess of \$93 million to help members manage losses due to extreme weather, while supporting rate stability in a hard market.

Claims liabilities supported by adequate claims provision, strong capital, and liquidity.

STATEMENT OF INCOME		
SIX MONTHS ENDED JUNE 2022 (2022 H1)		
REVENUE		
Gross earned premiums	\$	12,768,923
Reinsurance ceded		(5,870,697)
Net earned premiums		6,898,226
Commissions		1,337,149
Investments		2,935,530
Commercial leases		110,832
Total Revenue		11,281,737
EXPENSES		
Net claims paid		2,229,074
Change in net claims provision		2,665,061
Net claims incurred		4,964,135
Premium tax		518,866
Risk management grants		441,383
Member services		179,366
General office		2,752,570
Legal cost recovery		(444,742)
Total Expenses		8,411,578
Net Income	\$	2,870,159

STATEMENT OF INCOME HIGHLIGHTS

8.8% growth in net earned premiums compared to 2021 H1.

Growth in diversified income streams enhance stability and capital.

Insurance Products

Liability program experienced some growth in 2021.

Property insured values have grown substantially over 2021 H1.

Substantial growth in commission income compared to 2021 H1.

Investments

Equity exposure trimmed by 17% on profit taking over last 12 months.

Investment assets portfolio has a high level of liquidity.

Strong real estate value and commercial lease income stable in 2022 H1.

SPECIAL RESOLUTIONS

CHANGES TO THE RECIPROCAL INSURANCE EXCHANGE AGREEMENT

The Reciprocal Insurance Exchange Agreement (RIEA) is the MIABC’s constating document. Since inception, the RIEA has undergone relatively little change. Starting in 2020, we embarked on a close examination and rewrite of the RIEA to ensure it is clear, concise, and accurate, without altering material rights or obligations set out in the agreement. To that end, we have rewritten the RIEA in plain English, eliminated unnecessary language, and amended a number of provisions to properly reflect the workings of the MIABC.

The revised RIEA includes five changes of a quasi-substantive nature to ensure it is an accurate reflection of the obligations and rights of the collective membership and the workings of the MIABC. These changes are as outlined in the special resolutions below. Corresponding changes to the Annual General Meeting Rules and Procedure Bylaw and the Nomination and Election Procedure Bylaw are also required to ensure consistency between the RIEA and the Bylaws.

The redrafted RIEA has approximately 9,500 words, down from approximately 13,600 words, reflecting the excessive wording in the original document. As a result, a redlined comparison is of little utility and, accordingly, a copy of the current RIEA will be made available by email and the amended RIEA is found as Appendix I.

SPECIAL RESOLUTION 2022-1

Article 3.02(o) of the RIEA sets out the powers of the Board to “...employ a manager and... staff...to manage and operate...the Exchange.” This language does not capture the management structure of the organization and, accordingly, amendments to Articles 3.02(o) and the heading of Article 4.00, as well as the addition of Article 4.02, were needed to accurately reflect the management structure of the MIABC and powers of its Chief Executive Officer.

3.02 Power and Authority of the Board

The Subscribers hereby vest in the Board the power and authority to manage and administer the Exchange on behalf of and for the benefit of the Subscribers and, without limiting the generality of the foregoing, the Board is authorized on behalf of, and without further authority from, the Subscribers:

...

~~(o) To employ a manager and such other staff as are necessary to manage and operate the affairs of the Exchange on behalf of the Board on such terms and conditions, including~~

~~remuneration, as the Board may determine from time to time and to delegate to such manager and staff such duties and responsibilities as the Board may see fit. The manager and the attorney may be the same person.~~

(o) To employ a Chief Executive Officer on terms and remuneration as they see fit.

ARTICLE 4.00 – APPOINTMENT OF ATTORNEY & POWERS OF CEO

Article 4.02 Powers of the Chief Executive Officer

The Chief Executive Officer shall oversee and set out the duties and responsibilities of the MIABC’s staff and management team.

Resolution 2022-1

THAT the Reciprocal Insurance Exchange Agreement with amendments to Article 3.02(o), the heading of Article 4.00, and the addition of Article 4.02 in the form set out in Appendix I be approved.

SPECIAL RESOLUTION 2022-2

In response to the COVID-19 pandemic, the MIABC has held the last two Annual General Meetings virtually, which has been a tremendous success. In order to allow for the benefits of virtual attendance to continue as needed, the proposed amendment to Article 6.10 is to permit these meetings to take place in a virtual or hybrid format.

6.10 Location of Meeting

~~Meetings of the Subscribers shall be held at such place as the Subscribers may agree upon from time to time, or, in default of such agreement, at such place as the Board may determine:~~

Subscriber meetings shall be held where agreed upon by the Subscribers or, in the absence of agreement, as the Board may determine. The Board may allow for Subscriber meetings to be held virtually.

Resolution 2022-2

THAT the Reciprocal Insurance Exchange Agreement with amendments to Article 6.10 in the form set out in Appendix I be approved.

SPECIAL RESOLUTION 2022-3

The language in the Annual General Meeting Rules and Procedure Bylaw and the Nomination and Election Procedure Bylaw must be amended to correspond with changes to Article 6.10 of the RIEA. These changes are required to reflect changes that allow for virtual or hybrid Annual General Meetings and the procedures related to virtual voting.

Resolution 2022-3

THAT the Annual General Meeting Rules and Procedure Bylaw and the Nomination and Election Procedure Bylaw in the ~~redlined~~ forms set out in Appendices II & III, respectively, be approved.

SPECIAL RESOLUTION 2022-4

Article 7.05 of the RIEA, as drafted, suggests that if a member is in the process of departing the membership, no amendments of the RIEA can be made. This does not appear to be the intent of the provision and could lead to a functional incapacity of the MIABC pending a prolonged departure of a single member. To accommodate a departing member, Article 7.05 has been amended to ensure no changes would apply to the departing member but would apply to others. This preserves the right of the departing member without incapacitating the balance of the membership from making necessary changes to the RIEA.

7.05 No Amendments

~~Upon the receipt by the Board of a notice to withdraw from the Exchange from any Subscriber, neither this Agreement nor the obligations herein of such Subscriber may be altered or amended to the prejudice of such Subscriber without the consent of such Subscriber.~~

Upon Board receipt of a Subscriber withdrawal notice, this Agreement and the Subscriber obligations herein may not be altered to the prejudice of the Subscriber without consent but can be amended for the purposes of all other Subscribers.

Resolution 2022-4

THAT the Reciprocal Insurance Exchange Agreement with amendments to Article 7.05 in the form set out in Appendix I be approved.

SPECIAL RESOLUTION 2022-5

Articles 8.04 and 11.04, which relate to the Liability Protection Agreement (LPA) and Property Insurance Agreement (PIA), respectively, refer to certificate of insurance. In practice, a certificate of insurance is issued under the LPA, whereas declaration pages are issued under the PIA. The changes to Articles 8.04 and 11.04 are therefore required to accurately reflect the different documents provided pursuant to the different agreements.

8.04 Certificate of Insurance

~~The Board shall, upon the issuance or renewal of a Liability Protection Agreement by the Exchange, deliver a Certificate of Insurance to each Subscriber specifying:~~

- ~~(a) The name of the Subscriber.~~
- ~~(b) Any additional named insureds protected by the Liability Protection Agreement.~~
- ~~(c) The period of coverage.~~
- ~~(d) The risks insured against.~~
- ~~(e) The policy deductibles payable by the Subscriber.~~
- ~~(f) The risk sharing pool or pools within the Exchange of which the Subscriber is a member.~~
- ~~(g) The annual assessment payable by the Subscriber for the Liability Protection offered by the Exchange.~~

The Board shall deliver a Certificate of Insurance to each Subscriber specifying:

- (a) The Subscriber name.
- (b) Any additional named insureds.
- (c) The coverage period.
- (d) The insured risks.
- (e) The deductibles payable.
- (f) The annual assessment payable by the Subscriber.

11.04 **Certificate of Insurance** Declarations Page

~~The Board shall, upon the issuance of a renewal of a Property Insurance Agreement by the Exchange, deliver a Certificate of Insurance to each Subscriber specifying:~~

- ~~(a) The name of the Subscriber.~~
- ~~(b) Any additional named insureds protected by the Property Insurance Agreement.~~
- ~~(c) The period of coverage.~~
- ~~(d) The risks insured against.~~
- ~~(e) The policy deductibles payable by the Subscriber.~~
- ~~(f) The risk sharing pool or pools within the Exchange of which the Subscriber is a member.~~
- ~~(g) The annual assessment payable by the Subscriber for the Property Insurance offered by the Exchange.~~

The Board shall deliver a Declarations Page to each Subscriber specifying:

- (a) The Subscriber name.
- (b) Any additional named insureds.
- (c) The coverage period.
- (d) The insured risks.
- (e) The deductibles payable.
- (f) The annual premium payable by the Subscriber.

Resolution 2022-5

THAT the Reciprocal Insurance Exchange Agreement with amendments to Articles 8.04 and 11.04 in the form set out in Appendix I be approved.

SPECIAL RESOLUTION 2022-6

Article 11.01 of the RIEA inadvertently uses the word “shall” rather than the word “may” in relation to an application for property insurance. The inadvertent use of prescriptive language would mean the MIABC would have no choice but to issue a policy upon an application for property insurance, which was clearly never intended. Accordingly, the correct permissive wording has been used.

11.01 Issuance of Property Insurance Agreement

~~Subject to the provisions of this Agreement, the Exchange shall issue a Property Insurance Agreement to each Subscriber applying therefor in the form proscribed by the Exchange. A Property Insurance Agreement, and a Certificate of Insurance as hereinafter provided for, issued to a Subscriber by the Exchange and executed on behalf on the Exchange by its attorney, shall constitute a binding contract between the Subscriber named therein on the one part and all of the several Subscribers, as represented by the Exchange, on the other part, and shall be enforceable by and against the Subscriber named therein and by and against the Exchange in accordance with its terms.~~

The MIABC may issue a Property Insurance Agreement to each Subscriber who applies in the proscribed form. A Property Insurance Agreement and a Declarations Page issued to a Subscriber will be a contract between the Subscriber named and the several Subscribers, as represented by the MIABC.

Resolution 2022-6

THAT the Reciprocal Insurance Exchange Agreement with amendments to Article 11.01 in the form set out in Appendix I be approved.

SPECIAL RESOLUTION
CHANGES TO THE PROPERTY INSURANCE AGREEMENT

The Property Insurance Agreement (PIA) sets out the scope of property, business interruption, and crime coverages provided to members on our property insurance program. Since the inception of the program in 2014, the PIA has undergone relatively little change. In 2021, we embarked on a close examination and rewrite of the PIA to ensure it is a clear, consistent, and competitive policy. We have revised the policy to make it plain English, reorganized it to align with the Liability Protection Agreement (LPA), added several definitions, and removed some exclusions and policy conditions that did not apply in the local government context. We have also made additional substantive changes to ensure our policy reflects local government operations, remains competitive, and does not unintentionally cover risks it was not created to cover. A detailed explanation of the changes follows.

SPECIAL RESOLUTION 2022-7

General Changes

We have modernized the policy language, made it easier to read, and customized it to better reflect local government operations. The policy is now organized around the concept of “Covered Losses” and “Covered Property” to make it easier for members to understand what is and is not covered. We have also changed how insureds are referred to in the policy. We now have the concept of “Named Insured”, as well as the concept of “Insured”, which distinguishes between the local government named on the policy Declarations Page and other entities for which a local government may have the responsibility to obtain coverage for. This provides flexibility to our members and ensures the MIABC can properly manage what coverages are provided to each category of insured.

Local Government Operations

In addition, we have changed the business interruption language from a private company focus to a local government focus. For example, instead of calling it Business Interruption coverage, we call it Local Government Operations Interruption coverage. In doing so, we have created a broad definition of “Operations” to ensure a broad range of coverage remains in place. We propose to include the following definition of “**Operations**” in the Definitions section of the policy and bold the defined phrase as it appears in the policy.

Operations: the operations carried on by the **Named Insured** in the normal course of its statutorily authorized activities as a Local Government, including the provision of local and regional services, imposition of fees and charges for the provision of services, use of property, or exercise of regulatory authority, and the use, development, operation, administration, and maintenance of property and recreational facilities.

Finally, we have modernized the language in the crime section of the policy, as crime risks have evolved through use of technology and a reduced interaction with physical spaces, particularly with banking. We have also clarified that crime coverage only applies to property of the Named Insured, as the original policy was not clear in this regard.

Coverage Changes

We regularly survey what coverage is available in the private market to ensure we are competitive and able to meet our members' needs. With this in mind, we have introduced some new coverages to our PIA.

Build Back Better

We have added some coverage to allow local governments to build back better with green technologies after a covered loss. The coverage is intended to help local governments improve the resiliency of their damaged assets, subject to a sublimit based on a member's Total Insured Values. The proposed amendment to Coverage A. Property Coverage reads as follows:

2. ADDITIONAL PROPERTY COVERAGES AND SPECIAL SUBLIMITS

f. Build Back Better Green Technologies

At the option of the Named Insured, Coverage A is extended to cover any reasonable additional cost incurred by the Named Insured to rebuild or replace Covered Loss to Buildings with Green alternatives, as well as any additional costs, fees, and expenses incurred as part of the repair or replacement with Green alternatives in order to qualify for or upgrade any Green accreditation, certification, and/or qualification, such as LEED (Leadership in Energy & Environmental Design) and/or its equivalent.

This clause does not apply if the Named Insured elects not to repair or replace such lost or damaged property with such Green alternatives. The amount payable under this Additional Coverage is the lesser of:

- i. 10% of the amount payable for such Covered Loss, had this extension not applied; or
- ii. The applicable limit of insurance as set out on the Declarations.

Errors and Omissions and Contents at Unnamed Locations

The PIA requires that locations covered under the policy be listed on a Statement of Values (SOV) provided to the MIABC. In the unlikely event that there are inaccuracies on the SOV provided by the member, we have added an errors and omissions clause to the policy with a \$1.5 million sublimit. In addition, we have included a separate clause that provides coverage for contents at locations owned, leased, or operated by the member, but not listed on the SOV, with a sublimit of \$250,000. Both coverages and limits are in line with, or slightly better, than what our competitors are offering. We propose to include the following amendments to Coverage A. Property Coverage:

2. ADDITIONAL PROPERTY COVERAGES AND SPECIAL SUBLIMITS

i. Errors and Omissions

It is understood and agreed that any unintentional error and/or omission in the name of the Named Insured and/or in the title, map reference description, valuation or location of the property insured hereunder shall not void or impair this insurance, provided notice of such error or omission is delivered to the MIABC as soon as practicable after discovery of same and any deficiency in premium is made good. The maximum amount payable under this extension is specified in the Declarations per Occurrence, regardless of the number of unintentional errors and/or omissions. The limit for this extension of coverage cannot be combined with any other limits in this policy.

j. Contents at Unnamed Locations

Coverage A is extended to cover Contents at locations owned, leased, or operated by you, but not listed on the Statement of Values on file with us. Coverage is limited to property located within Canada. The maximum amount payable under this extension is specified in the Declarations per Occurrence, regardless of the number of locations, coverage, or extensions of coverage. The limit for this extension of coverage cannot be combined with any other limits in this policy.

Unauthorized Monetary Card Use

The following proposed amendment provides an additional form of coverage under Coverage C: Crime Coverage, 1. Crime Insuring Agreements for the unauthorized use of credit cards with a sublimit to match what our competitors offer. While it is an expansion of coverage, some of the risk exposures may already be picked up under our employee dishonesty coverage or even through credit card companies, depending on the circumstances. It is not a coverage that is frequently called upon and, thus, the expansion does not bring significant risk to the membership.

(c) Unauthorized Monetary Card Use

We will cover your loss resulting directly from the unauthorized use of credit, debit, and charge cards issued in your name.

This coverage item does not apply:

- (i) to any loss unless the provisions, conditions, and other terms under which such card was issued are fully complied with; and
- (ii) unless you are legally liable to the issuer of the card involved in the loss.

Cyber Exposures

Another goal of the PIA revision was to ensure that our policy did not unintentionally cover risks that it was not designed to cover. A concern in the insurance industry is "silent cyber risks", which refer to potential cyber-related losses stemming from traditional property and liability policies that were not specifically designed to cover cyber risk. In this context, we have made amendments to the definitions, coverage extensions, and valuation/settlement clauses of certain areas in the policy, notably Valuable Papers and Records and Electronic Media. With these amendments, our policy language aligns with many of our competitors, but also reduces the risk that our policy inadvertently covers a loss it was not meant to address.

Social Engineering Fraud

Another area of concern was the original language in the crime coverage extension for Computer Fraud and Funds Transfer Fraud, as it may have inadvertently covered some forms of social engineering fraud, which was not the original intent of the wording. As such, we have clearly excluded social engineering fraud from our crime coverage and extensions. Most cyber risks are best covered under a cyber policy written to provide specialized coverages, including social engineering fraud. Many members purchase this additional coverage through the MIABC's brokered program. Accordingly, we do not believe the addition of the exclusionary language to our crime coverage will have a significant impact on the membership, and our partnership with the Canadian Internet Registration Authority (CIRA) to offer Cybersecurity Awareness Training allows us to provide cyber risk management training to local governments to help mitigate these risks.

The crime coverage extension for Computer Fraud and Funds Transfer Fraud currently reads:

SECTION C – CRIME COVERAGE

1. INSURING AGREEMENTS

(f) Computer Fraud and Funds Transfer Fraud

- (i) We will pay for loss of or damage to Money, Security and Other Property caused directly by Computer Fraud.
- (ii) We will pay for loss of Money and Security resulting directly from a **Fraudulent Instruction** directing an Employee(s) or financial institution to transfer, pay or deliver Money and Security from your Transfer Account.

Fraudulent Instruction means:

- (a) An electronic, telegraphic, cable, teletype, telefacsimile or telephone instruction which purports to have been transmitted by you, but which was in fact fraudulently transmitted by someone else without your knowledge or consent;
- (b) A written instruction issued by you, which was forged or altered by someone other than you without your knowledge or consent or which purports to have been issued by you, but was in fact fraudulently issued without your knowledge or consent; or
- (c) An electronic, telegraphic, cable, teletype, telefacsimile, telephone or written instruction initially received by you which purports to have been transmitted by an Employee, Vendor or Client but which was in fact fraudulently transmitted by someone else without your or the Employee's knowledge or consent.

We propose to amend the Insuring Agreement by inserting the following amended language into clause (ii):

- ii) loss of **Money** or **Securities** held in a **Transfer Account** that is caused directly by **Fraudulent Instruction** directing a **Financial Institution**, located within the covered territory, to debit your **Transfer Account** and transfer, pay, or deliver such **Money** or **Securities** from that account.

We propose to add a definition of **Financial Institution** to read:

Financial Institution:

- a. A bank, trust company, savings bank, credit union, savings and loan association, or similar banking institution; or
- b. A stock brokerage firm, mutual fund, liquid assets fund, or similar investment institution.

We propose to delete clause (c) from the definition of **Fraudulent Instruction**.

We propose to add the following exclusionary language to the Computer Fraud and Funds Transfer Fraud extension and to the Coverage C: Crime Coverage section of the policy to ensure that our crime coverage properly reduces the risk of unintentionally covering social engineering fraud losses:

Additional exclusions applicable to Coverage C 1.(a) Computer Fraud and Funds Transfer Fraud

Coverage C 1.(a) Computer Fraud and Funds Transfer Fraud does not apply to:

- (i) **Credit Card Transactions:** loss resulting directly or indirectly from the use or purported use of credit, debit, charge, access, identification, cash cards or other cards or the information contained on such cards;

- (ii) **Authorized Access:** Loss resulting from a fraudulent:

- (1) entry of Data or computer instruction into; or
- (2) change of Data or computer instruction within;

a **Computer System** by a person or organization with authorized access to that **Computer System**.

In addition, the social engineering exclusion for Coverage C: Crime Coverage reads:

4. COVERAGE C EXCLUSIONS

In addition to any general exclusions, the following exclusions also apply to Coverage C, which does not insure the following:

Social Engineering Fraud

Loss or damage directly or indirectly resulting from **Social Engineering Fraud**.

We propose to add in the following definition of **Social Engineering Fraud**:

the intentional misleading of an **Employee** or an **Insured** through the use of an instruction received by the **Employee** or the **Insured** that:

- a. Causes such **Employee** or such **Insured** to transfer, pay, or deliver money, securities or other property;
- b. Contains a misrepresentation of a material fact; and
- c. Is relied upon by such **Employee** or such **Insured** believing the material fact to be true.

Outbreak Expense

Last year, the membership approved an amendment to the PIA to include a communicable disease exclusion. This was in response to a requirement from our property program reinsurers that we exclude coverage for communicable diseases from all current and future policies. Currently, the PIA provides a \$25,000 sublimit for Outbreak Expense under Coverage B – Business Interruption. With the exclusion in place, the coverage offered under the extension is rendered meaningless, so we have removed the extension from the policy. We expect our reinsurers will require communicable diseases be excluded for the foreseeable future.

A copy of the current PIA will be made available by email, and the amended PIA is found as Appendix IV.

Resolution 2022-7

THAT the revised Property Insurance Agreement in the form set out in Appendix IV be approved.

SPECIAL RESOLUTIONS

CHANGES TO THE LIABILITY PROTECTION AGREEMENT

The MIABC's mandate has always been to provide our members with coverage that is tailored to the needs of local governments. We routinely review other policies in the marketplace, assess inquiries from our members, and respond to changes that arise in the global insurance industry and update our coverages accordingly. With this in mind, we propose two amendments to the Liability Protection Agreement (LPA).

SPECIAL RESOLUTION 2022-8

Most of our members contract with Recycle BC to deliver recycling services within their communities. A requirement of the contract is that local governments seek advice on the necessity for Environmental Impairment Liability (EIL) insurance to address pollution risks. Our liability policy has limited EIL coverage. Pollution is an excluded peril, however we have a few exceptions to the exclusion that do create some coverage. As our coverage does not address all EIL risks, our members may elect to purchase an EIL policy to provide the additional coverage, should they determine it is necessary.

To help provide members with the insurance coverage they need, we propose to add in language to except the activities members engage in under the Recycle BC Master Services Agreement with respect to a few of the exclusion clauses. The expansion of coverage for these Recycle BC activities will be sublimited to \$1,000,000. As the Recycle BC agreements typically involve low-risk recycling activities, such as packaging and paper recycling, we believe this change will not bring much, if any, additional risk to the Association and the membership. Members who require more comprehensive EIL coverage can source specialized policies through our brokerage arm, Civic Risk Insurance Solutions.

Resolution 2022-8

THAT the Liability Protection Agreement with amendments to pollution coverage in the form set out in Appendix V be approved.

SPECIAL RESOLUTION 2022-9

Over the years, our reinsurers have expressed concern about cyber risks, particularly silent cyber risks. This concern culminated in our reinsurers requiring us to exclude cyber risks from our liability policy.

Our current policy has a \$2 million sublimit for claims pertaining to cyber risks, which falls within our self-insured retention. We want to ensure that our policy language remains aligned with the reinsurance treaty language as it relates to cyber exclusions. To accomplish this, we are recommending amending the Sublimits section by bold-ing the phrase “cyber risk” and making it a defined term. In the Definitions section of the policy, we will then add a definition of “cyber risk”, which includes a reference to the reinsurance treaty. We are referencing the reinsurance treaty in the definition to ensure our policy easily adapts, should treaty cyber exclusion language change over annual reinsurance contract renewal cycles.

Resolution 2022-9

THAT the Liability Protection Agreement with amendments to cyber coverage in the form set out in Appendix VI be approved.

SPECIAL RESOLUTION 2022-1, 2, 4, 5, 6: APPENDIX I

RECIPROCAL INSURANCE EXCHANGE AGREEMENT
OF THE MUNICIPAL INSURANCE ASSOCIATION OF BRITISH COLUMBIA
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**RECIPROCAL INSURANCE EXCHANGE AGREEMENT
OF THE MUNICIPAL INSURANCE ASSOCIATION OF BRITISH COLUMBIA**

THIS AGREEMENT dated the _____ day of _____ 1987.

AMONG:

THE SUBSCRIBERS

WHEREAS:

The *Financial Institutions Act*, R.S.B.C. 1996, chapter 141 states the B.C. Financial Services Authority may issue a permit to a reciprocal insurance exchange and, after the issuance of such permit, the reciprocal exchange may make contracts of reciprocal insurance between its members and may manage losses under such contracts of reciprocal insurance;

The *Local Government Act*, R.S.B.C. 2015, chapter 1 permits municipalities, regional districts, or improvement districts to enter a scheme of self-insurance under the *Financial Institutions Act*;

The Subscribers wish to form a reciprocal insurance exchange and to enter into this agreement for that purpose; and

Because of the covenants contained in this agreement it is agreed as follows.

ARTICLE 1.00 – INTERPRETATION

1.01 Definitions

In this agreement, the following words are defined as follows.

- (a) “**Act**” means the *Financial Institutions Act*, R.S.B.C. 1996, chapter 141, and amendments thereto.
- (b) “**Attorney**” means the attorney-in-fact of the MIABC, as specified in Article 4.00 of this Agreement.
- (c) “**Board**” means the executive board of the MIABC, as specified in Article 3.00 of this Agreement.
- (d) “**Liability Protection Agreement**” shall mean any liability protection agreement issued by the MIABC or exchanged amongst the Subscribers and includes the Liability Protection Agreement attached as Schedule “B”.
- (e) “**MIABC**” shall mean the reciprocal insurance exchange created by the Subscribers upon the execution of this Agreement.
- (f) “**Ordinary Resolution**” means:
 - (i) a resolution passed by at least 50% of the Subscribers who are entitled to vote at an annual or special meeting of the Subscribers; or
 - (ii) a resolution consented to in writing by at least 75% of Subscribers.
- (g) “**Special Resolution**” means:
 - (i) a resolution passed by at least 75% of the Subscribers who are entitled to vote at an annual or special meeting of the Subscribers; or
 - (ii) a resolution consented to in writing by all Subscribers.
- (h) “**Superintendent**” means the Superintendent of Financial Institutions as defined in the *Act*.

- (i) “**Subscriber**” means a signatory to this Agreement, but excludes any such person who has ceased to be a Subscriber in accordance with Article 7.00 of this Agreement.
- (j) “**Subscribers**” means the signatories to the Agreement.

1.02 Currency

All payments herein shall be in Canadian funds.

1.03 Number

Words importing the singular shall include the plural and vice-versa, and words importing persons shall include a natural person, firm, trust, partnership, association, corporation, government or governmental board, municipality, city, town, village, regional district, district municipality, regional hospital district, or other instrumentality of local government.

1.04 Headings

The Agreement headings shall not impact the Agreement’s interpretation.

1.05 Calculations of Time Periods

Unless otherwise stated in this Agreement or in the Liability Protection Agreement, when calculating the time in this Agreement, the reference date in calculating the time shall be excluded. If the last day of such period is a nonbusiness day, the next business day shall be used.

1.06 Applicable Law

This Agreement is governed by British Columbia and Canadian laws, and the Subscribers attorn to the exclusive jurisdiction of the British Columbia courts.

1.07 Severable

If any Agreement provision is held to be invalid, then the validity of the remaining provisions shall not be impacted.

1.08 Entire Agreement

This Agreement is the entire Agreement among the Subscribers about the establishment and operation of a reciprocal insurance exchange and supersedes any prior agreements and discussions, whether oral or written, among the Subscribers about this Agreement.

1.09 Waiver

No Subscriber or MIABC waiver of any Agreement breach by a Subscriber shall impact or be binding upon another Subscriber or upon the MIABC unless in writing and signed by the MIABC. Unless otherwise provided therein, such waiver shall not impact the rights of the MIABC with respect to any other breach.

1.10 Time of Essence

Time shall be of the essence in this Agreement.

1.11 Notice

Any notice required to be given in this Agreement may be given by prepaid ordinary mail and shall be effective five clear days after the date of mailing.

1.12 Successors and Assigns

This Agreement shall be of benefit and binding upon the Subscribers and their respective heirs, executors, administrators, successors, and assigns.

1.13 Counterparts

This Agreement may be executed in counterpart, and such counterparts together shall constitute one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

1.14 Further Acts

The Subscribers agree to execute and deliver any other documents and perform any other acts as may be necessary to give effect to this Agreement.

1.15 Conflict with Liability Protection Agreement

In the event of any conflict between this Agreement and the Liability Protection Agreement issued by the MIABC, the provisions of the Liability Protection Agreement shall prevail.

ARTICLE 2.00 – THE RECIPROCAL INSURANCE EXCHANGE

2.01 Creation of Reciprocal Insurance Exchange

The Subscribers hereby create a reciprocal insurance exchange (the “**MIABC**”) as provided for in the *Act*.

2.02 Purpose of the MIABC

The MIABC’s purpose is to permit the Subscribers:

- (a) to issue and exchange Liability Protection Agreements;
- (b) to purchase additional insurance as necessary;
- (c) to pool their liability risks to lessen the impact of Subscriber losses;
- (d) to institute and promote activities to educate the Subscribers of risk management;
- (e) to solicit new Subscribers to the MIABC; and
- (f) anything else authorized by the Subscribers.

2.03 Powers of the MIABC

The MIABC has the necessary powers to carry out this Agreement.

2.04 Name of the Exchange

The name of the exchange shall be “The Municipal Insurance Association of British Columbia” and that name shall not be used by the Subscribers other than in connection with the affairs of the MIABC.

2.05 Registration of Name

The Subscribers shall register the name “The Municipal Insurance Association of British Columbia” to preserve their ownership of that name and its exclusive use for the MIABC.

2.06 Term

This Agreement is effective from the date first specified above and shall continue until terminated via Article 12.00. Any changes to the Subscribers in the MIABC shall not alter this Agreement.

2.07 Not a Partnership

Nothing in this Agreement shall be construed to constitute any of the Subscribers as a partner, agent, or representative of the others or to create any trust or any commercial or other partnership among the Subscribers.

2.08 No Authority to Bind

Except as provided in this Agreement, a Subscriber shall not be able to bind any other Subscribers.

2.09 Indemnification for Unauthorized Acts

Any Subscriber who acts outside the scope of, or in breach of, this Agreement agrees to indemnify the other Subscribers for such unauthorized acts.

2.10 Several Liability

The obligations of each Subscriber with respect to the MIABC are several and not joint and several.

2.11 Consent of Superintendent

This Agreement is subject to the Subscribers obtaining a permit pursuant to the *Act* permitting the reciprocal insurance exchange and the requirements of the Superintendent with respect to the MIABC.

2.12 Permitted Classes of Insurance

The MIABC may issue Liability Protection Agreements for the classes of insurance set out in Schedule “B” and any Subscriber authorized additional insurance classes.

2.13 Commercial Insurance, Other Reciprocal Exchanges, and Self-Insurance

The MIABC may purchase insurance coverage, as necessary, for the protection of the MIABC. Nothing, except for any terms of any Liability Protection Agreement, shall prevent a Subscriber from purchasing its own insurance, from belonging to another reciprocal insurance exchange, or from self-insuring any risk.

ARTICLE 3.00 – EXECUTIVE BOARD

3.01 Establishment

The Subscribers shall establish an executive board (the “**Board**”) to administer this Agreement and the MIABC.

3.02 Power and Authority of the Board

The Subscribers grant the Board authority to administer the MIABC including the authority:

- (a) To apply for a permit for the MIABC pursuant to the *Act*.
- (b) To employ an attorney-in-fact for the Subscribers and the MIABC, on terms and remuneration as they see fit, and to delegate to that attorney duties the Board considers reasonable.
- (c) To issue Liability Protection Agreements amongst the Subscribers. To accept or reject applications for MIABC membership, including attaching conditions or restrictions on such membership.
- (d) To collect and commence legal proceedings for any moneys owing to the MIABC by any Subscriber.
- (e) To give and receive notices under any Liability Protection Agreement, and to adjust, defend, deny, settle, or pay claims and losses thereunder.
- (f) To retain advisers as the Board requires to perform its duties.
- (g) To open and operate MIABC bank accounts.
- (h) To borrow any moneys required by the MIABC.
- (i) To execute, by its attorney, all agreements which require execution by or on behalf of the Subscribers.

- (j) To invest MIABC funds in accordance with the Act.
- (k) To pay all taxes, fees, and expenses relating to the management of the MIABC.
- (l) To comply with the *Act* or other applicable statutes, regulations, and rules.
- (m) To determine Subscriber assessments under this Agreement, which include a share of the MIABC expenses.
- (n) To commence, prosecute, defend, settle, and pay all suits, claims, debts, or actions made by or brought against the MIABC.
- (o) To employ a Chief Executive Officer, on terms and remuneration as they see fit.
- (p) To demand from any Subscriber information and assurances, including proof of financial capability.
- (q) To review Subscriber risk management practices and to issue and enforce risk management directives and guidelines.
- (r) To appoint and delegate to committees of the Board.
- (s) Subject to Article 15.00, to interpret any Liability Protection Agreement issued by the MIABC and any liability thereunder.
- (t) To do such further acts as may be required of the Board by this Agreement.
- (u) To do other necessary acts for the administration of the MIABC.
- (v) If the Board concludes there is a sufficient assessment surplus, the Board may pay a dividend from that surplus to Subscribers.
- (w) To exercise such other powers as the Subscribers may vest in the Board.

3.03 Limitation

Any power not vested in the Board by this Agreement shall be done by the Subscribers and the Board shall have no power with respect thereto.

3.04 Qualifications of Members of the Board

A Board member must be:

- (a) 19 years of age or more;
- (b) not of unsound mind, having been so found by a Court of Canada or elsewhere;
- (c) not a person who has the status of a bankrupt;
- (d) a councillor, mayor, board member, director, officer, or employee of a Subscriber; and provided that no other councillor, mayor, board member, director, officer, or employee of the Subscriber is also a member of the Board; and have at least one of the following four qualifications:
 - (i) at least two years’ experience in accounting, finance, or local government purchasing;
 - (ii) at least two years’ experience in the insurance industry;
 - (iii) at least two years’ experience with local government risk management or an enterprise risk management program; or
 - (iv) at least two years’ governance experience in a regulated or publicly traded entity.

- (e)
- consent to act as a Board member.

3.05 Constitution of the Board

The Board shall be composed of not more than 15 members. The members of the Board shall be elected on the following basis:

- (a)
- one member shall be elected by the Subscribers from each of the five Regional Area Associations of the Union of B.C. Municipalities;
- (b)
- one member shall be elected by the Subscribers to represent each of any Deductible Group within the Exchange;
- (c)
- one member shall be elected by the Subscribers to represent any regional districts who are Subscribers to the Exchange;
- (d)
- The balance of the members shall be nominated from, and elected by, the Subscribers at-large;
- (e)
- The Board shall endeavour to have at least six Directors who are elected officials; and
- (f)
- The Board shall endeavour to have its Directors reflect the demographics of the communities of its Subscribers.

3.06 Election and Term

Board member elections shall occur at the Subscriber annual general meeting. A Board member shall be elected for a three-year term, which ends at the close of the third Subscriber annual general meeting following their election or appointment or until their successor is elected or appointed. Incumbent Board members, if qualified, shall be eligible for re-election. If a Board member election is not held at the proper time, the incumbent Board members shall continue until their successors are elected or appointed. Election of Board members shall be staggered, such that one-third of the Board members shall end their term in each year.

3.07 Resignation

A Board member may resign by giving a written resignation to the Board and is effective when received by the Board or at the time specified in the resignation, whichever is later.

3.08 Interim Provisions

[Inapplicable and deleted]

3.09 Removal

The Subscribers may, by Ordinary Resolution, at an annual or special meeting remove any Board member and may, by Ordinary Resolution, at the meeting at which any member is removed or at any time thereafter, elect any qualified person in their place for the unexpired term of their predecessor. Any Board member who is absent from three consecutive Board meetings, without the prior consent of the Board chair, may be removed from the Board by Special Resolution of the Board.

3.10 Quorum

A Board meeting quorum shall be eight Board members present in person. A Board member may, with Board chair permission, attend a Board meeting by conference call or other electronic communication, and that Board member shall be counted in quorum and fully participate.

3.11 Vacancies

The Board may fill a Board vacancy, but shall not appoint a person from a Subscriber who is already represented on the Board. A vacancy appointment shall maintain the representation set out in Article 3.05(a) to (d).

3.12 Absence of Quorum

If there is no Board member quorum, or the required number of Board members have not been elected, the in-office Board members shall call a Subscriber special meeting to fill the vacancy, and, if they fail to call a meeting or if there are no in-office members, the meeting may be called by any Subscriber.

3.13 Decisions of the Board

All Board decisions shall be made by a majority Board member resolution, unless stated otherwise in this Agreement.

3.14 Chair

The Board members shall choose from amongst their members a chair. The chair shall not have a second or casting vote on any Board voted matter.

3.15 Secretary

The Board shall appoint a secretary, who need not be a member of the Board, to keep Board meeting minutes.

3.16 Other Officers

The Board may appoint, and delegate to, other officers as desired.

3.17 Minutes of Meetings

The secretary shall send Board meeting minutes to Board members promptly after each meeting. A failure to send minutes shall not impact the validity of meeting decisions. Minutes signed by the secretary shall be evidence of the facts stated in the minutes.

3.18 Meetings General

The Board chair shall convene a Board meeting within 60 days of the Subscriber annual general meeting and additional meetings at Board determined times. The Board chair may call additional Board meetings and shall do so if not less than five Board members request a meeting in writing.

3.19 Notice

The Board chair or secretary shall give Board members at least 48 hours’ written notice (excluding Sundays and holidays, as set out in the *Interpretation Act of Canada*) of the time and place of Board meetings. No notice of a meeting shall be necessary if all Board members are present or absentees have waived in writing the required notice. A notice waiver, before or after the Board meeting, shall cure any notice default.

3.20 Agendas

Board meeting notices shall include an agenda and sufficient supporting materials. A Board member may require, by written notice to the chair, additional agenda items. Such notice shall provide sufficient supporting materials and be provided in time to allow for compliance with Section 3.19 of this Agreement.

3.21 No Vote on Matters not on Agenda

Matters not in the Board meeting agenda shall not be voted on unless all present Board members’ consent.

3.22 Location of Meetings

Board meetings shall be held where agreed upon by the Board.

3.23 Agreement Without Voting

Any matter within Board authority that all Board members agree to in writing shall be the same as a passed resolution.

3.24 Duty of Care

Every Board member shall:

- (a) act honestly and in good faith for the Subscribers best interests; and
- (b) exercise the care, diligence, and skill of a reasonably prudent person.

3.25 Limitation of Liability

No Board member shall be liable for the acts, deceits, neglects, or defaults of any other member, in any respect, or for any loss, damage, or expense happening to the MIABC, or for the insufficiency or deficiency of any security in or upon which any of the monies of the MIABC shall be invested, or for any loss or damage arising from the bankruptcy, insolvency, or tortious acts of any person with whom any of the moneys, securities, or effects of the MIABC, or any member thereof, be deposited, or for any loss occasioned by any error of judgment or oversight on their part, or for any other loss, damage, or misfortune, whatever which shall happen in the execution of the duties of their office or in relation thereto, unless the same are occasioned by their own willful neglect or default, provided that nothing herein shall relieve any Board member from their duty to act in accordance with this Agreement or from liability for any breach thereof.

3.26 Indemnity of Members

Every Board member and every former Board member and their heirs and legal representatives shall be indemnified and saved harmless by the Subscribers from and against all costs, charges, and expenses, including any amounts reasonably paid by the MIABC to settle an action or satisfy a judgment, reasonably incurred by them in respect of any civil, criminal, or administrative action or proceeding to which they are made a party by reason of being or having been a Board member if:

- (a) they acted honestly and in good faith, with a view to the best interests of the MIABC; and
- (b) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, they had reasonable grounds for believing that their conduct was lawful.

3.27 Liability Insurance

The MIABC may obtain insurance for the benefit of any Board member and former Board member and any employees and officers thereof.

3.28 Payment for Services

No payment, other than reasonably incurred expenses, shall be made to any Board member for acting as a Board member, except as the Subscribers allow.

ARTICLE 4.00 – APPOINTMENT OF ATTORNEY AND POWERS OF CEO

4.01 Appointment of Attorney

The Board shall execute a power of attorney appointing an attorney-in-fact for the Subscribers and the MIABC, which shall, subject to the terms of this Agreement and direction of the Board, authorize the attorney to execute documents and assurances on behalf of the Subscribers and the MIABC. Any documents or assurances executed by the attorney shall be binding upon the Subscribers. The Board may revoke the attorney appointment at any time, for any reason.

4.02 Powers of the Chief Executive Officer

The Chief Executive Officer shall oversee and set out the duties and responsibilities of the MIABC’s staff and management team.

ARTICLE 5.00 – OTHER FINANCIAL AND ACCOUNTING MATTERS

5.01 Accounting Period

MIABC accounts shall be prepared and settled annually as of December 31st or any other date the Board selects.

5.02 Access to Subscriber’s Information

A Subscriber may request information about themselves, including dividends and monies paid to that Subscriber, population estimates, claim information used for experience rating, calculation methodology about their liability assessment, and their percentage of total reinsurance and administrative assessments.

5.03 Subscriber’s Accounts

Individual accounts may be kept showing each Subscriber’s participation in the operations and the MIABC operating results. Upon request, the Board may provide a Subscriber with a statement of their account.

5.04 Annual Reports

An annual report shall be provided to Subscribers, within ninety days after the MIABC accounting year end, consisting of:

- (a) a summary of assessments received during the year;
- (b) a summary of claims made during the year;
- (c) a summary of claims paid during the year;
- (d) a summary of all reserves established by the MIABC;
- (e) the most recent financial statements of the MIABC; and
- (f) any additional information that the Superintendent may require.

5.05 Financial Statements Audited

The financial statements of the MIABC shall be audited annually.

5.06 Other Information

The Board may provide the Subscribers with other information, as necessary, or that any Subscriber may reasonably request.

5.07 Bank Accounts

The Board shall have bank accounts, nomination of signing officers with signing and investment authority.

ARTICLE 6.00 – MEETINGS OF SUBSCRIBERS

6.01 Decisions of the Subscribers

Each Subscriber shall have one vote at Subscriber meetings. Subscriber decisions shall be by Ordinary Resolution unless otherwise stated in this Agreement.

6.02 Chair

Subscriber meetings shall be chaired by the Board chair or, in their absence, a chair chosen by the Subscribers in attendance.

6.03 Secretary

The Board shall appoint a secretary who shall keep Subscriber meetings minutes.

6.04 Minutes of Meeting

The secretary shall send Subscriber meeting minutes to Subscribers promptly after each meeting. A failure to send minutes shall not impact the validity of meeting decisions. Minutes signed by the secretary shall be evidence of the facts stated in the minutes.

6.05 Annual General Meeting

The Subscriber annual general meeting shall occur annually and include:

- (a) the election of one-third of the Board members;
- (b) an auditor being appointed; and
- (c) Subscriber approval of the MIABC financial statements for the preceding year.

6.06 Additional Meeting

The chair may call additional Subscriber meetings and shall do so if requested by at least ten Subscribers.

6.07 Notice

The chair shall notify Subscribers in writing of the time and place of a Subscriber meeting no less than ten days before the meeting. A Subscriber meeting may be held without notice if the Subscribers present or absentees have waived the required notice. A notice waiver, before or after the Subscriber meeting, shall cure any notice default.

6.08 Agendas

The notice of Subscriber meetings shall have an agenda and supporting materials sufficiently detailed to inform each Subscriber of the matters to be considered at the meeting. A Subscriber may require the addition of one or more matters to the meeting agenda by written notice to the chair. Such notice shall be accompanied by any supporting materials sufficiently detailed to inform each Subscriber of the matters to be added to the meeting agenda. Such notice and materials shall be delivered in sufficient time to enable the chair to comply with Section 6.07 of this Agreement.

6.09 No Vote on Matters not on Agenda

Matters not on the Subscriber meeting agenda shall not be voted on unless all Subscribers present consent.

6.10 Location of Meeting

Subscriber meetings shall be held where agreed upon by the Subscribers or, in the absence of agreement, as the Board may determine. The Board may allow for Subscriber meetings to be held virtually.

6.11 Quorum

Subscriber meeting quorum shall be 50% of the Subscribers. If 50% of the Subscribers are not present in person at a Subscriber meeting, accommodation will be made for electronic ballot casting before the next Subscriber meeting.

6.12 Agreement without Voting

Any matter within Subscriber authority, and that is agreed to in writing by at least 75% of the subscribers, shall be the same as a passed resolution.

6.13 Representatives

Each Subscriber shall appoint, by resolution of its council, trustees, directors, or other elected officials, a representative and two alternates to represent and vote for the Subscriber at any Subscriber meeting and shall deliver a certified copy of the resolution to the Board.

ARTICLE 7.00 – MEMBERSHIP IN MIABC

7.01 Eligibility for Membership

MIABC membership is restricted to municipal corporations, cities, towns, villages, district municipalities, regional districts, regional hospital districts, and such other public bodies and instruments of local or regional government as the Subscribers may authorize by Special Resolution.

7.02 Application for Membership

- (a) Subscriber applicants shall apply to the Board with any Board required information.
- (b) the Board will consider the application, request further information as required, and advise of the application result.
- (c) an applicant’s membership shall commence upon the applicant executing a counterpart of this Agreement and paying the assessments and fees required.
- (d) the Board shall accept or reject an application for membership for reasons it considers prudent and on terms the Board considers desirable.

7.03 Termination of Membership of Any Subscriber

The Board may remove a Subscriber by written notice to the Subscriber if:

- (a) the Subscriber fails to remedy a breach of this Agreement, or of any Liability Protection Agreement, within thirty days’ after receiving written notice by the Board of the breach; or
- (b) the Subscriber ceases to satisfy Section 7.01; or
- (c) for any reason, without cause, if approved by a Subscriber Special Resolution.

7.04 Withdrawal of Subscriber

A Subscriber may withdraw from the MIABC after the third anniversary of Subscriber membership by providing the Board between 6 to 12 months’ notice thereof. The withdrawal is effective from the next renewal date of the Liability Protection Agreement issued to that Subscriber. The Board may consent in writing to a Subscriber withdrawing prior to the third anniversary date of it becoming a Subscriber on terms the Board sees fit.

7.05 No Amendments

Upon Board receipt of a Subscriber withdrawal notice, this Agreement and the Subscriber obligations herein may not be altered to the prejudice of the Subscriber without consent but can be amended for the purposes of all other Subscribers.

7.06 Continuing Liability

Notwithstanding withdrawal or removal, the Subscriber shall pay any assessments for any year in which it was a member, unless arrangements satisfactory to the Board are made to settle such liability at the time of withdrawal or removal.

ARTICLE 8.00 – LIABILITY PROTECTION AGREEMENT

8.01 Issuance of Liability Protection Agreement

Subject to this Agreement, the MIABC shall issue Liability Protection Agreements to each Subscriber. An executed Liability Protection Agreement and Certificate of Insurance are a contract between the named Subscriber, and all the several Subscribers, and is enforceable against the named Subscriber and the MIABC.

8.02 Form of Liability Protection Agreement

The initial Liability Protection Agreement shall be similar to Schedule “B”. Thereafter, the Liability Protection Agreement shall be in the form as amended by the Subscribers. The deductibles and the insured persons named in any Liability Protection Agreement may vary between Subscribers, and the Board may create groups and pools of Subscribers within the MIABC. In all other respects, the Liability Protection Agreement shall be similar for all Subscribers.

8.03 Increase of Coverage Limits by Board

The Board may, without the prior consent of the Subscribers, increase the limits of the Liability Protection Agreement and may establish additional Subscriber pools and groups within the MIABC.

8.04 Certificate of Insurance

The Board shall deliver a Certificate of Insurance to each Subscriber specifying:

- (a) The Subscriber name.
- (b) Any additional named insureds.
- (c) The coverage period.
- (d) The insured risks.
- (e) The deductibles payable.
- (f) The annual assessment payable by the Subscriber.

8.05 Amendment of Liability Protection Agreement

Except as previously provided for, the Liability Protection Agreement, the coverage limits, and risks insured may be amended with the consent of the Superintendent:

- (a) During the initial 3-year term of the MIABC, with 90% Subscriber consent, and such amendments will apply on the date set by the Subscribers so affected; and
- (b) Thereafter by Special Resolution of the Subscribers, and such amendments to apply on the date set by the Subscribers.

Liability Protection Agreement amendments which increase the aggregate exposure to Subscriber liability shall be deemed to be an amendment affecting all Subscribers.

8.06 Amendments in By-Laws

Liability Protection Agreement amendments may be contained in the MIABC bylaws, and subsequent amendments may be made by amendment of the by-laws. Amendments shall be evidenced by endorsement to, or amendment of, the Liability Protection Agreement and/or Certificate of Insurance issued to each Subscriber.

8.07 Minor Amendments

Minor Amendments to the Liability Protection Agreement may be made by the Board without prior Subscriber consent, provided there is no substantive alteration and those amendments do not apply until the renewal date of the Liability Protection Agreements.

8.08 Term of Liability Protection Agreement

The Liability Protection Agreement shall expire annually on December 31st of the year following its date of issue. The Subscribers may, by Ordinary Resolution, amend the expiry date of Liability Protection Agreements, provided that all such agreements shall expire on the same date.

8.09 Termination of Liability Protection Agreement Upon Removal of Subscriber

In the event a Subscriber is removed from MIABC membership, any Liability Protection Agreement issued to such Subscriber shall end on the date of removal. Removal shall not relieve the Subscriber of any liability they may have for assessments made against them.

8.10 Renewal of Liability Protection Agreements

Liability Protection Agreements automatically renew on the same terms and conditions, or as amended, unless a Subscriber has given notice to withdraw from the MIABC. The withdrawal from the MIABC shall not relieve a Subscriber of any liability it may have for assessments made against them.

ARTICLE 9.00 – ASSESSMENTS

9.01 Assessments Payable

The MIABC obligations via Liability Protection Agreements, operating costs, and expenses, including reserves and contingency funds, shall be funded by assessments against the Subscribers by income earned or borrowed against such assessments and, where necessary, by commercial insurance.

9.02 Annual and Additional Assessments

Assessments made against the Subscribers shall have two categories:

- (a) An annual advance assessment, payable upon the issuance or renewal of a Liability Protection Agreement to a Subscriber. This assessment represents the Subscriber’s proportionate share of the anticipated aggregate liability and expenses of the MIABC during the ensuing year, including the establishment of reserves and contingencies; and
- (b) Additional assessments by way of adjustment to the annual assessment based on the actual loss experience of the MIABC and of individual Subscribers during the year for which the annual assessment was collected. Additional assessments, if necessary, shall be made at the time of the next annual assessment or in extraordinary circumstances at any time. If an additional assessment is required, the Board shall notify each Subscriber assessed, setting out the additional assessment for which each Subscriber is responsible and the reasons for the required additional assessment.

All assessments shall specify the amount sought, the Subscriber liable, and the year for which such assessment is made.

9.03 Calculation of Assessments

The calculation and determining of assessments and related incidental matters shall be within the Boards exclusive jurisdiction and the Subscribers agree to be bound thereby and acknowledge their only remedy or recourse in the event of any assessment dispute shall be to pay the assessment and to then withdraw from the MIABC, as provided. In calculating and determining the annual and additional assessment payable by any Subscriber, the Board shall apply the principles and formulae set out in the Cost Allocation Schedule, attached as Schedule “C” hereto, provided that the application of such Cost Allocation Schedule to any particular Subscriber shall be within the sole and exclusive jurisdiction of the Board.

9.04 Assessment Prorated

The assessments for a Liability Protection Agreement issued to a Subscriber for part of a year shall be prorated.

9.05 Amendment of Cost Allocation Schedule

The Cost Allocation Schedule (Schedule “C”) may be changed at any time with Superintendent consent:

- (a) During the initial 3-year term of the MIABC, with 90% Subscriber consent, and such amendments to apply on the date set by the Subscribers so affected; and
- (b) Thereafter by Special Resolution of the Subscribers, and such amendments to apply on the date set by the Subscribers.

Cost Allocation Schedule amendments which increase the aggregate exposure to Subscriber liability shall be deemed to be an amendment affecting all Subscribers.

9.06 Amendments May be Contained in By-Laws

Amendments to the Cost Allocation Schedule may be contained in the by-laws of the MIABC, and subsequent amendments may be made by by-law amendment.

9.07 Assessment Upon Removal or Withdrawal of Subscriber

A removed or withdrawing Subscriber shall remain liable for any assessments that apply to any year that Subscriber was a MIABC member, notwithstanding that such assessments may be made after the Subscriber stopped being a MIABC member.

ARTICLE 10.00 – OBLIGATION OF SUBSCRIBERS

10.01 Comply with any Request of Board

A Subscriber shall comply with requests by the Board and shall permit the Board, or its agents, to investigate the Subscribers risk management practices and shall comply with any direction issued by the Board with respect to those practices or provide written reasons for the failure to comply.

10.02 Obligation to Pay Assessments

Each Subscriber will pay within 30 days of notice any deductible and/or any assessments without right of set off or counterclaim.

ARTICLE 11.00 – PROPERTY INSURANCE AGREEMENT

11.01 Issuance of Property Insurance Agreement

The MIABC may issue a Property Insurance Agreement to each Subscriber who applies in the proscribed form. A Property Insurance Agreement and a Declarations Page issued to a Subscriber will be a contract between the Subscriber named and the several Subscribers, as represented by the MIABC.

11.02 Form of Property Insurance Agreement

The Property Insurance Agreement shall be substantially in the form attached as Schedule “D” to this Agreement. Thereafter, the Property Insurance Agreement may be amended as provided in this Agreement. The deductible payable in any Property Insurance Agreement may vary between Subscribers, and the Board may create groups and pools of subscribers within the MIABC for such purposes. In all other respects, the Property Insurance offered by the MIABC shall be similar for all its Subscribers.

11.03 Increase of Coverage Limits by Board

The Board may, without the prior consent of the Subscribers, increase the limits of coverage offered by the MIABC in a Property Insurance Agreement and, for such purposes, may establish additional pools and groups of subscribers within the MIABC.

11.04 Declarations Page

The Board shall deliver a Declarations Page to each Subscriber specifying:

- (a) The Subscriber name.
- (b) Any additional named insureds.
- (c) The coverage period.
- (d) The insured risks.
- (e) The deductibles payable.
- (f) The annual premium payable by the Subscriber.

11.05 Amendment of Property Insurance Agreement

The Property Insurance Agreement, including the limits and risks insured, may be amended with Superintendent consent and in accordance with this Agreement and the terms of the Property Insurance Agreement:

- (a) At any time, by Special Resolution of the Subscribers, and such amendments to apply on the date set by the Subscribers.
- (b) Any amendment to the Property Insurance Agreement which increases the aggregate exposure of liability of the Subscribers shall be deemed to be an amendment affecting all Subscribers.

11.06 Amendment in By-Laws

Property Insurance Agreement amendments may be contained in the MIABC by-laws, and subsequent amendments may be made by by-law amendment. Amendments shall be evidenced by endorsement to, or amendment of, the Property Insurance Agreement and/or Declarations Page issued to each Subscriber.

11.07 Minor Amendments

Minor Amendments to the Property Insurance Agreement may be made by the Board without prior Subscriber consent, provided there is no substantive alteration and those amendments do not apply until the renewal date of the Property Insurance Agreements.

11.08 Term of Property Insurance Agreement

Each Property Insurance Agreement shall expire no less than one year after the date of issue. The Subscribers may, by Ordinary Resolution, amend the expiry date of the Property Insurance Agreements.

11.09 Termination of Property Insurance Agreement Upon Removal of Subscriber

In the event a Subscriber is removed from MIABC membership, any Property MIABC Agreement issued to such Subscriber shall end on the date of removal. Removal shall not relieve the Subscriber of any liability they may have to the MIABC for assessments made against them.

11.10 Renewal of Property Insurance Agreements

Property Insurance Agreements automatically renew on the same terms and conditions, or as amended, unless a Subscriber has given notice to withdraw from the MIABC. The withdrawal from the MIABC shall not relieve a Subscriber of any liability it may have to the MIABC for assessments made against them.

ARTICLE 12.00 – GENERAL POWERS AND AMENDMENT OF AGREEMENT

12.01 Consent or Approval by Ordinary Resolution

An Ordinary Resolution, unless otherwise specified, by the Subscribers is effective to confirm Subscriber consent or approval and will be binding on all Subscribers.

12.02 Matters Not Dealt With

Any required matter for which no provision is made for in this Agreement shall be within the jurisdiction of the Subscribers by Special Resolution.

12.03 Amendment of the Agreement

Any provision of this Agreement may be amended by Special Resolution of the Subscribers, unless otherwise specified.

ARTICLE 13.00 – TERMINATION

13.01 Termination

- (a) A Subscriber Special Resolution may terminate the MIABC.
- (b) The MIABC shall terminate if it does not have a current license pursuant to section 187 of the *Act*.
- (c) Upon termination, after payment of all obligations and setting aside an adequate future claims reserve, the MIABC assets shall be distributed to existing Subscribers pro rata in accordance with their individual accounts established via Article 5.03.
- (d) Notwithstanding the MIABC termination, Subscribers shall remain liable for payment of any assessments made against them with respect to any year they were a Subscriber.
- (e) Subject to any conditions imposed by the Superintendent of Financial Institutions, the MIABC shall be able to continue in operation for the limited purpose of winding up the MIABC and, for such purpose, this Agreement shall remain in full force and effect until all MIABC obligations have been fulfilled.

Once a termination event has occurred, the MIABC shall not issue any further Agreements.

ARTICLE 14.00 – BY-LAWS

14.01 By-Laws

The Subscribers may adopt by-laws consistent with this Agreement, and any matter not expressly dealt with herein may be dealt with in the by-laws. Amendments or alterations to this Agreement may be evidenced in the by-laws.

14.02 Adoption and Amendment of Bylaws

The by-laws may be amended by a Subscriber Special Resolution.

14.03 Copies Filed with the Superintendent

A copy of the by-laws shall be filed with the Superintendent and shall, if required by law, be subject to the Superintendent’s approval.

ARTICLE 15.00 – DISPUTE RESOLUTION

15.01 General

The Subscribers and the MIABC agree to resolve disputes under this Agreement and the Liability Protection Agreement without acrimony and as efficiently and cost effectively as possible.

15.02 Amicable Negotiations

The Subscribers and the MIABC agree that, at any stage of proceedings under this Article, each of them shall:

- (a) make all reasonable efforts to resolve disputes by amicable negotiations; and
- (b) provide disclosure of all relevant information to facilitate those negotiations.

15.03 Apportionment of Liability

If liability apportionment disputes between Subscribers about a claim covered under the Liability Protection Agreement should arise, a Subscriber may, by notice to the affected Subscriber, refer the dispute to an Executive Settlement Conference in accordance with Schedule 1.

If the Executive Settlement Conference is terminated without the dispute being settled, the dispute shall be finally resolved by arbitration under the rules of the British Columbia International Commercial Arbitration Centre (“BCICAC”).

15.04 Denial of Coverage

Disputes between a Subscriber and the MIABC about whether a claim is covered under the Liability Protection Agreement may, by notice to the other, be referred to a Neutral Coverage Evaluator in accordance with Schedule 2.

If the dispute is not settled within 30 days after the Neutral Coverage Evaluator’s opinion, or another time agreed to by the Subscriber and the MIABC, the dispute shall be finally resolved by arbitration under the rules of the BCICAC.

The arbitration shall take place in the Subscriber’s municipality, unless otherwise agreed.

15.05 Other Disputes

If there is a dispute, other than a dispute referred to in Article 15.04, between a Subscriber and the MIABC, the Subscriber or the MIABC may, by notice to the other, refer the dispute to a Structured Negotiation with the assistance of a Mediator in accordance with Schedule 3.

The Structured Negotiation shall take place in Greater Vancouver, unless otherwise agreed.

If the dispute is not settled within 30 days of the appointment of a Mediator, or another consented to time period, the Subscriber may, by notice, request reconsideration of the MIABC decision by the Board of Directors in accordance with Schedule 4.

If a dispute under this Article is an urgent matter requiring immediate attention, the Board of Directors may permit the Subscriber to bring the dispute before the Board of Directors in accordance with Schedule 4 without first referring it to Structured Negotiation.

15.06 Transition

Article 15.00 applies to all disputes, unless judicial or arbitral proceedings have already been commenced in respect of that dispute before Article 15.00 came into force.

SCHEDULE 1

“Executive Settlement Conference”

An Overview:

The Executive Settlement Conference is an informal procedure to give elected officials of disputing Subscribers the opportunity:

- (a) to hear the positions of their respective appointed officials respecting apportionment of liability; and
- (b) to reach agreement on such apportionment with the assistance of a Neutral Adviser.

The procedure allows elected officials to hear the arguments of the other Subscriber’s appointed official – often for the first time – and permits creative settlements not possible if an arbitrator must rule on the matter. The role of the Neutral Adviser is to manage the process and to assist the elected officials to negotiate a settlement on their request. The Neutral Adviser may give a non-binding opinion on the likely disposition of the dispute, applying legal principles as an arbitrator would be required to do.

PROCEDURE

1. Designations – Within 14 days of notice to refer a dispute to an Executive Settlement Conference, the affected Subscribers shall:

- (a) agree on a Neutral Adviser;
- (b) designate an elected official to act as its Executive Representative on the Settlement Panel;
- (c) advise the other Subscriber whether it shall be represented by legal counsel; and
- (d) agree on the date and location of the Executive Settlement Conference.

2. Neutral Adviser – Unless otherwise agreed, the Neutral Adviser should:

- (a) have a legal background;
- (b) be an individual held in high regard by the community;
- (c) have no interest or perceived interest in the Subscribers or the subject matter of the dispute; and
- (d) have experience or training as a mediator or facilitator.

If the Subscribers are unable to agree on a Neutral Adviser within the required time, the British Columbia International Commercial Arbitration Centre shall, on request, appoint a Neutral Adviser with the required qualifications in accordance with its appointment procedures.

3. Executive Representative – Each Subscriber Executive Representative should have authority to negotiate a settlement. Preferably, the Executive Representative should not have been directly involved in the underlying dispute.

4. Costs – The Executive Settlement Conference costs shall be shared equally by the affected Subscribers, and each Subscriber shall pay its own costs.

5. Confidentiality – The Executive Settlement Conference is a confidential negotiation. All discussions are without prejudice and not producible in subsequent proceedings. However, evidence that is otherwise admissible or producible shall not be rendered inadmissible or non-producible because of its use at the Executive Settlement Conference.

6. Pre-conference Exchange – At least three days before the Executive Settlement Conference, the Subscribers shall exchange and submit to the Neutral Adviser a joint statement of agreed facts, if any, and position statements including references to any evidence to be relied upon.

7. Executive Settlement Conference – The Neutral Adviser shall moderate the Executive Settlement Conference. Each Subscriber shall present its case for no more than one hour and no more than 30 minutes of rebuttal. Submissions should consider the merits but also factors that may affect the outcome of the case, eg. the availability and persuasiveness of potential witnesses. The scope or substance of a Subscriber’s presentation may not be limited by any person. Unless agreed otherwise, there will not be oral evidence nor will rules of evidence apply. No recording, other than notes, shall be made of an Executive Settlement Conference. Presentations may not be interrupted, except the Executive Representatives and the Neutral Adviser may ask clarifying questions.

8. Negotiations – Immediately after the conclusion of the presentations, the Executive Representatives shall meet by themselves and attempt to agree on a resolution of the dispute. An Executive Representative may request the Neutral Adviser to mediate their negotiations or to opine on the dispute. Any settlement reached shall be recorded in writing.

9. Non-binding Opinion – If negotiations are unsuccessful, the Executive Representatives may jointly request the Neutral Advisor to give a non-binding written opinion on the dispute within seven days of receipt of the request. Within seven days of receipt of the opinion, the Executive Representatives shall meet again to attempt to resolve the dispute.

10. Termination – The Executive Settlement Conference proceedings shall be terminated if:

- (a) a settlement is not reached within 30 days, or a time agreed upon, after completion of the presentations under clause 7; or
- (b) a Subscriber gives notice that it is withdrawing from the proceedings.

SCHEDULE 2

“Neutral Coverage Evaluation”

An Overview:

The Neutral Coverage Evaluation is the submission of a coverage dispute to an independent senior insurance lawyer for a non-binding opinion on the probable disposition of the dispute, should it be submitted to arbitration. The Evaluation is based on written submissions and documents, unless there is consent or request by the Evaluator for an oral hearing.

It is hoped that access to an independent opinion rendered by a credible and experienced counsel will assist the MIABC and the Subscriber to reach agreement on the dispute without the necessity of going to arbitration.

PROCEDURE

1. Neutral Coverage Evaluator – A Neutral Coverage Evaluator shall be appointed by the Subscriber and the MIABC within 14 days of notice for a Neutral Coverage Evaluation.

Unless agreed otherwise, the Neutral Coverage Evaluator shall:

- (a) be a BC licensed lawyer with at least ten years’ experience;
- (b) have extensive insurance law experience; and
- (c) have no interest or perceived interest in the parties or in the subject matter of the dispute.

If the Subscribers are unable to agree on a Neutral Coverage Evaluation within the required time, the British Columbia International Commercial Arbitration Centre shall, on request, appoint a Neutral Coverage Evaluator with the required qualifications in accordance with its appointment procedures.

- 2. **Costs** – The Neutral Coverage Evaluation costs shall be paid out of a special fund established for these purposes, but each party shall bear its own costs.
- 3. **Confidentiality** – The Neutral Coverage Evaluation is a confidential process. All submissions and discussions are confidential and not producible in subsequent proceedings. However, evidence that is otherwise admissible or producible shall not be rendered inadmissible or non-producible because of its use at the Neutral Coverage Evaluation.
- 4. **Neutral Coverage Evaluation** – The Neutral Coverage Evaluation is based on written submissions and documents, unless there is consent or request by the Evaluator for an oral hearing, which hearing shall be conducted as the Evaluator specifies. No recording shall be made of an oral hearing other than notes, and no rules of evidence will apply.
- 5. **Submissions** – Written submissions and documents shall be submitted to the Neutral Coverage Evaluator by the MIABC within seven days of the appointment of the Evaluator, by the Subscriber within seven days of receipt of the MIABC’s submissions, and an MIABC reply submission within five days of receipt of the Subscribers submissions.
- 6. **Non-binding Opinion** – Within 15 days of the last submission or completion of any oral hearing, the Neutral Coverage Evaluator shall provide a written opinion with reasons on the probable disposition of the dispute, should it be submitted to arbitration.

SCHEDULE 3

“Structured Negotiation”

An Overview:

The Structured Negotiation is a mediated negotiation to take place in an informal, preferably neutral, setting, with or without legal counsel.

The Mediator is to assist negotiations and may help:

- (a) establish the order of discussions;
- (b) identify common ground;
- (c) focus on relevant and productive discussions;
- (d) defuse anger or hostility;
- (e) keep focused on the issues;
- (f) move from fixed positions;
- (g) develop creative solutions;
- (h) do “reality testing”; and
- (i) encourage compromise.

The Mediator will not opine or make recommendations about the dispute.

PROCEDURE

- 1. **Mediator** – When requested, the British Columbia International Commercial Arbitration Centre shall appoint a Mediator, in accordance with its appointment procedures, who has no interest or perceived interest in the parties or the dispute.
- 2. **Representatives** – The party’s representative should have the necessary authority to negotiate a settlement. A party may be represented by legal counsel if notice of that fact is given to the other party at least 7 days before the Structured Negotiation.
- 3. **Costs** – The Structured Negotiation costs shall be paid out of a special fund for these purposes, but each party shall bear its own costs.
- 4. **Confidentiality** – The Structured Negotiation is a confidential process. All submissions and discussions are without prejudice and not producible in subsequent proceedings. However, evidence that is otherwise admissible or producible shall not be rendered inadmissible or non-producible because of its use at the Neutral Coverage Evaluation.
- 5. **Summary** – At least two days before the Structured Negotiation, the parties shall submit to the Mediator, and each other, a one to two page issue and position summary.
- 6. **Structured Negotiation** – At the Structured Negotiation, the parties should be prepared to make a brief oral statement, and then participate in the negotiations.

The parties should bring any documents needed. These documents may assist the Mediator to understand the dispute and can be confidential on request and, in that event, will not be revealed to the other party.

The Mediator may caucus privately with either party during the Structured Negotiation. Either party may request a private caucus with the Mediator.

No recording shall be made of a Structured Negotiation, however persons present may make notes. Any settlement reached shall be recorded in writing.

- 7. **Termination** – The Structured Negotiation shall be deemed to be terminated if:
 - (a) No settlement is achieved within 30 days of Mediator appointment or otherwise agreed to; or
 - (b) A party, with notice to the Mediator, withdraws from the proceedings.

SCHEDULE 4

“Reconsideration by the Board of Directors”

PROCEDURE

- 1. **Submissions** – Within 14 days of a request for a Board reconsideration, the Subscriber shall provide written submission to the Board and to the MIABC outlining:
 - (a) specifics of the disputed issue;
 - (b) the MIABC decision taken; and
 - (c) the reasons why the decision ought to be reconsidered.

Within seven days of the submission, the MIABC shall send to the Subscriber and Board a written response outlining:

- (a) the MIABC decision taken; and

(b) the basis for the decision.

2. **Attendance** – Subscriber and MIABC representatives may attend the Board reconsideration meeting to:

- (a) make oral representations;
- (b) ask and answer questions; and
- (c) listen to the Board discussions.

At least seven days’ notice of the Board reconsideration meeting shall be provided.

3. **In-camera** – After hearing any oral representations, the Board may hold in-camera discussions and, in that event, exclude the parties and any Board member who participated in the decision.

4. **Final Decision** – The Board reconsideration decision is not subject to further review or appeal.

ARTICLE 16.00 – EXECUTION

16.01 Execution of this Agreement

A Subscriber shall execute this Agreement by resolution of its council, board, or other governing body. A certified copy of the resolution shall be delivered to the Board and shall be witnessed by the Subscriber seal in the presence of its duly authorized signatories.

IN WITNESS WHEREOF the Authorized Subscriber Signatories have completed and attach Schedule “A” hereto.

SPECIAL RESOLUTION 2022-3: APPENDIX II

APPENDIX II

ANNUAL GENERAL MEETING RULES AND PROCEDURE BYLAW

GENERAL RULES

- 1. Sessions will begin and end promptly at the scheduled hours.
- 2. Delegates will use ~~the floor~~ microphones when speaking.
- 3. The Subscriber's representative, appointed by resolution of its council, trustees, directors, or other elected officials and delivered to the Board, shall be entitled to vote for the interests of the Subscriber.

All elected and appointed officials of subscribing members may attend the Annual General Meeting as guest delegates and shall not be entitled to the privilege of the floor unless authorized by the Meeting. Guest speakers may be permitted at the discretion of the Executive Board.

- 4. The quorum for a meeting of the Subscribers shall be 50% of the Subscribers. If 50% of the Subscribers are not present ~~in person~~ through their duly authorized representatives at the meeting of the Subscribers, accommodation will be made for electronic casting of ballots to be cast before the next meeting of the Subscribers.

VOTING RULES

- 5. Only one appointed representative of a subscribing member shall be entitled to vote.
- 6. Voting on resolutions shall normally be by a show of hands ~~for in person attendees~~ (holding the voting card), and the Chairperson’s decision as to whether a motion is won or lost is final unless, immediately upon the decision of the Chairperson being declared, ten or more voting representatives then present by standing ~~or indicating same virtually~~, demand a “standing” vote, whereupon the Chairperson shall again put the same question to the Annual General Meeting to be decided by a count of those standing in favour of and against the motion. In the event that the result of the standing vote is questioned by 50 or more voting representatives then present, or at any time at the discretion of the Chairperson, the Chairperson shall order that the matter before the Annual General Meeting be determined by ballot, and the result of such ballot shall be final.

- 7. Where voting is by ballot, scrutineers shall be appointed by the Chairperson to distribute the ballot, collect same, and to count and report the vote.
- 8. In all cases, where the votes of representatives then present, including the vote of the Chairperson, are equal for and against a question, the question shall be negated, and it shall be the duty of the Chairperson to so declare.
- 9. No vote by proxy shall be recognized or allowed.
- 10. When voting by show of hands, all representatives shall hold their voting card **or indicate their show of hand virtually**. In the case of a **physical** ballot, the voting card must be presented and initialed by the scrutineers before a ballot is issued.

RULES OF PROCEDURE

- 11. The fundamental principles of British parliamentary rules of procedure shall govern the proceedings of the Municipal Insurance Association of BC, so far as they may be applicable without coming in conflict with the Reciprocal Insurance Exchange Agreement and Bylaws.
- 12. The Presiding Officer shall enforce order and strict observance of the Reciprocal Insurance Exchange Agreement and Bylaws. Subject to an appeal to the meeting sustained by a majority vote of representatives present, the Presiding Officer shall have the right to decide all questions of order, and their ruling in this regard shall be final.
- 13. A representative wishing to move, second, or speak to a motion shall ~~rise and~~ address the Chairperson and shall wait until they are recognized before speaking. The representative must announce their name, municipal or regional office, and municipality or regional district or other qualifications each time they rise to speak.
- 14. Representatives must confine their remarks to a maximum speaking period of two minutes. The introducer of a motion is permitted three minutes.
- 15. No representative may speak more than once on any one question unless, and until, all other representatives desiring to speak have been heard.
- 16. Any amendment and any motion to withdraw any resolution from consideration of the meeting or to refer the same to the Executive Board or to any other committee and any

- motion affecting the resolution, must be moved and seconded ~~from the meeting floor~~.
- 17. Should discussion continue on any resolution for an undue length of time without reasonable agreement being reached, the resolution may be cleared from the floor by a favourable vote to refer the resolution to the Executive Board for further consideration and report.

SPECIAL RESOLUTION 2022-3: APPENDIX III

APPENDIX III

NOMINATION AND ELECTION PROCEDURE BYLAW

BOARD OF DIRECTORS

The Board of Directors of the Municipal Insurance Association of British Columbia (MIABC) shall be composed of:

- Five Regional Area Association representatives;
- Four Deductible Group representatives (one from each of Deductible Group A, B, C, and D);
- One Regional District representative; and
- Five Directors at large.

NOMINATION PROCEDURES

1. At the last Board meeting in each calendar year, the Board shall appoint a Nominating Committee of three persons.
2. It shall be the duty of the Nominating Committee to:
 - a) issue a call for nominations for each position to be received no later than March 31 of the following year for consideration for election at the Annual General Meeting;
 - b) ensure nomination materials include the following four items: (i) a completed “Personal Information Return” in the form provided by the Financial Institutions Commission of British Columbia; (ii) a bankruptcy and insolvency report; (iii) a criminal record check report; and (iv) a current resume;
 - c) review the credentials of nominees to ensure each is qualified to hold office pursuant to Article 3 of the Reciprocal Insurance Exchange Agreement and advise those who are not eligible to hold office;
 - d) notify Members of upcoming positions for election and encourage nominees to provide expressions of interest and background information to be available to Members before the Annual General Meeting; and
 - e) provide nominees the opportunity to make a two-minute speech of their interest in serving on the Board at the Annual General Meeting.
3. The Chair of the Nominating Committee shall present the nominations for the positions of:

- Regional Area Association representatives;
 - Deductible Group representatives;
 - Regional District representative; and
 - Directors at large.
4. Nominations shall not require a seconder. The nomination shall state only the candidate's name, official position, municipality or regional district, and the position for which the candidate is being nominated.
 5. If, at the close of nominations, only five qualified nominees for the positions of Regional Area Association representatives are validly nominated, the Chair of the Nominating Committee shall forthwith proclaim the candidates elected.
 6. If, at the close of nominations, only one qualified nominee for each position of Deductible Group representative or Regional District representative stands validly nominated, the Chair of the Nominating Committee shall forthwith proclaim the candidate elected.
 7. If, at the close of nominations, only five qualified nominees for the positions of Directors at large stand validly nominated, the Chair of the Nominating Committee shall forthwith proclaim the candidates elected.

ELECTION PROCEDURES

8. Each subscriber shall appoint by resolution of its Council or Board a representative and two alternates to vote the interests of the subscriber and shall deliver a certified copy of such resolution to the MIABC Board Secretary. The MIABC Board Secretary will in turn issue each representative a **physical or virtual** voting card. Each representative shall present their voting card to the scrutineers at the time of registering for the election and before receiving a ballot.
9. The election shall be held within 48 hours of the Annual General Meeting.
10. If any election is to be held, ballot papers shall be prepared and distributed **physically or virtually**. In the case of elections for the Regional Area Association representatives and Deductible Group or Regional District representatives, individual ballots shall be used. In the case of an election for the five positions of Directors at large, one ballot shall be used. The names of the candidates shall be printed alphabetically in order of surnames on the ballots, and shall show only the candidate's name, official position, municipality or regional district and, if applicable, their Deductible Group. Before any ballot is taken, any person nominated may decline or withdraw their name.

- 11. Scrutineers shall be appointed by the Chair of the Nominating Committee and it shall be among the duties of such scrutineers to count the votes on the ballots and declare the results to the Chair of the Nominating Committee who shall report the results of the election. Any ballots marked for more than the number of positions to be elected shall be dismissed as spoiled ballots.
- 12. Only one duly accredited representative from each member municipality and regional district who is present at the Annual General Meeting shall be entitled to vote. No vote by proxy shall be recognized or allowed.
- 13. Each subscribing municipality and regional district shall be entitled to one ballot for each of the positions they are eligible as electors. Membership in a Regional Area Association shall entitle a subscriber to one ballot for that Regional Area Association's representative. Membership in a Deductible Group shall entitle a subscriber to one ballot for that group's representative. Regional districts shall be entitled to one ballot for the Regional District representative. All subscribers shall be entitled to one ballot for each of the five Director at large positions.
- 14. In the case of election for Director at large, the Chair of the Nominating Committee shall declare as elected the five candidates with the highest number of votes.
- 15. If, at the close of nominations, more than one candidate stands validly nominated for each of the five positions of Regional Area Association representative; Deductible Group representatives or Regional District representative; or the five positions of Director at large; the Chair of the Nominating Committee shall cause elections to be held as may be required.
- 16. In the event of a tie vote, the Nominating Committee, taking in to account a balance in representation in each area of the Province and between elected and non-elected officials on the Board, shall decide the election.

SPECIAL RESOLUTION 2022-7: APPENDIX IV

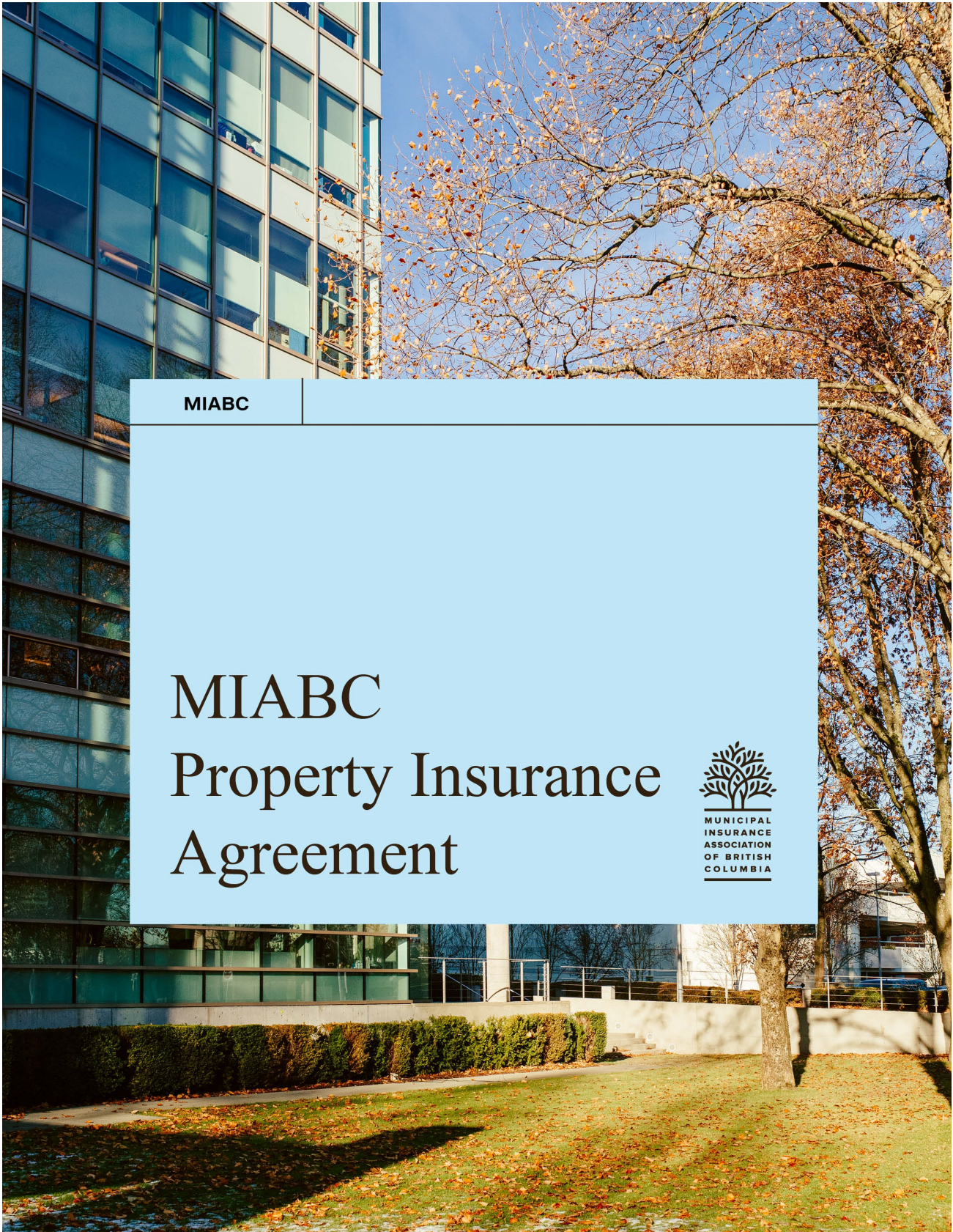


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INTRODUCTION

The MIABC agrees to the coverages shown on the **Declarations**. These coverages are subject to the specific policy terms set out in this policy.

The policy will refer to the Named Insured, “you” and “your”. These words mean the Local Government stated on the **Declarations**. Reference to the Insured in the policy means the Named Insured as well as other persons for which the Named Insured has the responsibility of placing property insurance and for which more specific coverage is not otherwise provided.

The words “we”, “us”, “our” or “the Insurer” refer to the MIABC.

All words or phrases that are in bold have special meaning and are defined in this Policy.

Various provisions in this policy restrict coverage or impose deductibles or sub-limits. Please read the entire policy carefully.

PART 1: COVERAGES

COVERAGE A. PROPERTY COVERAGE

1. GENERAL PROPERTY INSURING AGREEMENT

The MIABC will indemnify you against **Covered Losses**, to the lesser of:

- (a) the value of the lost or damaged property as determined in clause 3 – Loss Valuation;
- (b) your interest in the property; or
- (c) the applicable **Limit of Insurance** specified on the **Declarations** for the lost or damaged property.

2. ADDITIONAL PROPERTY COVERAGES AND SPECIAL SUBLIMITS

Coverage A provides certain additional coverages that either go beyond direct physical loss or direct physical damage to property, expand the definition of **Covered Property**, and/or have special limits or qualifications on coverage. These are detailed below and are subject to all terms of the Policy and in all cases will require an underlying **Covered Loss** to apply. The coverages described below are subject to the corresponding **Limits of Insurance** (either special limits or the overall blanket limit) as set out in the **Declarations**. Those items with special limits are included within and do not increase your overall blanket limit. The applicable **Limit of Insurance** is the maximum recovery in respect of any one **Occurrence** taking place during the policy period, unless otherwise stated. The Additional Property Coverages do not extend or in any way impact Local Government Operations Interruption Coverage unless otherwise specifically provided.

a. Accounts Receivable

Coverage A is extended to cover, subject to the specific limit for this extension,

- i. All sums due to you from customers that you are unable to collect as a direct result of a **Covered Loss** to accounts receivable records.
- ii. All interest charges on any loan to offset impaired collections pending repayment of such sums made uncollectable as a direct result of the loss or damage.
- iii. any collection expenses you incur in excess of normal collection cost that are made necessary because of the loss or damage.

- iv. the amount of the expense which is reasonably incurred by you in re-establishing records of accounts receivable following the loss or damage.

However, this extension does not cover loss or damage due to bookkeeping, accounting, or billing errors or omissions. This extension also does not cover loss or damage where the only proof of such loss or damage is dependent upon an audit of records or an inventory computation.

b. Arson Reward

In the event of a **Covered Loss** from an act of arson, Coverage A is extended to include the reimbursement of reward money paid by you to any individual(s), other than an **Insured**, for information directly leading to the conviction of the perpetrator of such acts of arson if a claim was made under this policy. The maximum amount payable under this extension is specified in the **Declarations** per **Occurrence** regardless of the number of informants.

c. Any Other Location (Temporary)

Coverage A is extended to insure **Covered Losses** to **Contents**, except while in transit, while temporarily at a location not owned, rented or controlled by the **Insured** in whole or in part.

d. Automatic Coverage, Newly Acquired Property

Coverage A is automatically extended to cover your **Newly Acquired Property**.

Newly Acquired Property shall be reported and adjusted at the anniversary date. This coverage is only available if there is no other responding insurance.

e. Building By-Law Enhancement/Enforcement

The MIABC will indemnify you for:

- i. The cost of demolishing and clearing the site of any undamaged portion of the damaged **Building** when such work is required by the enforcement of any law, regulation, ordinance or by-law in force at the time of the loss. Where such demolition and clearing has occurred, the liability of the MIABC shall also include the replacement cost of such undamaged portion as of the time of loss;
- ii. The increased cost of repairing, replacing, constructing or reconstructing the damaged portion of the **Building** on the same site or on another similar site with a building of like size, function and style, and for like occupancy which meet the minimum requirements of any, law, regulation, ordinance or by-law in force at the time of the loss.

This Additional Coverage, however, does not insure against:

- i. the enforcement of any by-law, regulation, ordinance or law which prohibits the **Insured** from rebuilding, or repairing on the same site or adjacent site or prohibits continuance of like occupancy;
- ii. direct or indirect loss, damage, cost or expense, arising out of **Clean Up** resulting from any actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release, or escape of **Pollutants**;
- iii. direct or indirect loss, damage, cost or expense, for any testing, monitoring, evaluating or assessing of an actual, alleged, potential, or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of **Pollutants**; or
- iv. the enforcement of any by-law, regulation, ordinance or law which would apply in the absence of a loss.

f. Build Back Better Green Technologies

At the option of the **Named Insured**, Coverage A is extended to cover any reasonable additional cost incurred by the **Named Insured** to rebuild or replace **Covered Loss** to **Buildings** with **Green** alternatives, as well as any additional costs, fees, and expenses incurred as part of the repair or replacement with **Green** alternatives in order to qualify for or upgrade any **Green** accreditation, certification, and/or qualification, such as LEED (Leadership in Energy & Environmental Design) and/or its equivalent.

This clause does not apply if the **Named Insured** elects not to repair or replace such lost or damaged property with such **Green** alternatives. The amount payable under this Additional Coverage is the lesser of:

- i. 10% of the amount payable for such **Covered Loss**, had this extension not applied; or
- ii. The applicable limit of insurance as set out on the **Declarations**.

g. Cost to Prepare Proof of Loss

Coverage A is extended to indemnify the **Insured** for reasonable costs incurred in the preparation of any proof of loss form required by the MIABC in connection with any claim made under Coverage A.

h. Debris Removal

Coverage A is extended to cover the additional expense incurred by you for the removal of debris:

- i. of **Covered Property** from your **Premises** caused by a **Covered Loss**; or
- ii. of other property which is not insured under this policy but which has been blown by a **Windstorm** upon the **Premises**.

i. Errors and Omissions

It is understood and agreed that any unintentional error and/or omission in the name of the **Named Insured** and/or in the title, map reference description, valuation or location of the property insured hereunder shall not void or impair this insurance provided notice of such error or omission is delivered to the MIABC as soon as practicable after discovery of same and any deficiency in premium is made good. The maximum amount payable under this extension is specified in the **Declarations per Occurrence**, regardless of the number of unintentional errors and/or omissions. The limit for this extension of coverage cannot be combined with any other limits in this policy.

j. Contents at Unnamed Locations

Coverage A is extended to cover **Contents** at locations owned, leased, or operated by you, but not listed on the Statement of Values on file with us. Coverage is limited to property located within Canada. The maximum amount payable under this extension is specified in the **Declarations per Occurrence**, regardless of the number of locations, coverage, or extensions of coverage. The limit for this extension of coverage cannot be combined with any other limits in this policy.

k. Expediting Expense

Coverage A is extended to cover the reasonable and necessary extra costs incurred by you to make temporary repairs to or to expedite the repair or replacement of damaged property. Expediting expenses include overtime and the extra cost of express or other rapid means of transportation. Expediting expenses do not include expenses you incur for the temporary rental of property or temporary replacement of damaged property.

l. Exterior Plants

Coverage A is extended to cover growing trees, plants, shrubs and flowers growing in the open on the **Premises** up to the limit specified in the **Declarations**. However, this Additional Coverage does not apply to any loss or damage directly or indirectly caused by or resulting from **Windstorm** or hail. There is no coverage for aquaculture

or silviculture operations owned, operated or controlled by an **Insured** or any growing or standing crops or standing timber.

m. Fine Art

With respect to **Fine Art**, Coverage A only provides coverage for **Covered Losses** to **Fine Art** owned by you while located at your **Premises**. **Covered Losses** to **Fine Art** are only covered up to the limit as specified in the **Declarations**.

n. Fire Equipment Recharge

Coverage A is extended to cover fire extinguishing materials lost, expended or destroyed in fighting fire on the **Premises** including loss to similar materials which may be brought on the **Premises** for the purpose of extinguishing a fire already in progress at the time such materials are ordered and delivered.

Coverage A is also extended to cover expenses incurred by the **Insured** to recharge any **Fire Protection Equipment** located on the **Premises** that has been discharged as a result of a **Covered Loss**.

o. Fire Fighting Expenses

Coverage A is extended to cover firefighting expenses incurred, including costs to own **Employees** or for which you may be liable in connection with saving or protecting property from a **Covered Loss**. Any of the foregoing expenses incurred by the **Insured** after the expiry date of this policy for fighting a fire which originated prior to the expiry date are to constitute a single claim arising from a single **Occurrence** under this policy.

p. Keys

Coverage A is extended to cover the cost of repairing, replacing, reprogramming or re-adjusting keys, locks or access card that control all doors at the **Premises** resulting directly from a **Covered Loss**.

q. Leasehold Interests

If, as a result of a **Covered Loss**, your lease is terminated, the MIABC will pay the difference between the lease payments in the prior lease and the higher lease payments in the new lease. The difference is to be calculated on the basis that the new location is of like kind and quality and without allowance for improvement.

Indemnity shall be based on the difference between the existing monthly rent and that required at the replacing location, multiplied by the number of months remaining in the lease at the original premises, or the expiration of the policy period,

whichever is earlier, but not to exceed the **Limit of Insurance** set out on the **Declarations**.

r. Computer Equipment and Electronic Media

Coverage A extended to cover **Computer Equipment** and **Electronic Media**. No coverage is provided for property that is obsolete or deteriorated due to usage. No coverage is provided under this provision for the value of any **Data**.

s. Personal Property of Officers and Employees

Coverage A is extended to cover personal property, not otherwise excluded herein, of your officers and **Employees** while such property is at your **Premises**. This extension does not apply if such property is insured by the owner unless you are obligated to insure it or liable for its loss or damage.

t. Pollution Clean Up

Coverage A provides coverage for expenses incurred by the **Named Insured** for the **Clean Up** of **Pollutants** from land or water at your **Premises**, subject to the following additional terms, exclusions and conditions.

- i. Coverage is limited to when the spill, discharge, emission, dispersal, seepage, leakage, release, migration or escape of **Pollutants**:
 - a) Results directly from physical loss or physical damage to **Covered Property** by a peril not otherwise excluded at the **Premises**;
 - b) Is sudden, unexpected, and unintended from the standpoint of the **Insured**; and
 - c) First occurs during the policy period.
- ii. The maximum amount of insurance for any one **Policy Period**, regardless of the number of locations insured or **Covered Losses**, shall not exceed the amount specified in the **Declarations**.
- iii. The MIABC shall not be liable for:
 - a) Expenses for **Clean Up** away from or beyond the **Premises** resulting from any spill, discharge, emission, dispersal, seepage, leakage, release, migration or escape of **Pollutants**, even if the **Pollutants** emanated from the **Premises**;

- b) Expenses for **Clean Up** of any spill discharge, emission, dispersal, seepage, leakage, release, migration or escape of **Pollutants** that began before the effective day of this policy;
- c) Fines, penalties, punitive or exemplary damages;
- d) Expenses incurred for **Clean Up** of **Pollutants** at or from any **Premises**, site or location which is or was at any time used by or for any **Insured** or others for the handling, storage, disposal, processing or treatment of waste.

u. Professional Fees

Coverage A is extended to cover reasonable fees necessarily incurred by the **Insured** for external independent/consulting engineers, auditors, accountants, architects, surveyors, legal or other external professionals in order to assist in determining the extent of loss sustained and/or the method of repair or replacement or to arrive at the actual amount of loss payable under this policy associated with a claim for a **Covered Loss**. This extension will not apply to amounts incurred or expenses paid by or to the **Insured's** own employees or any public adjuster.

v. Property in Transit

Coverage A is extended to cover **Contents** while in transit, excluding any property which is otherwise covered by any ocean or marine transit policies, and subject to the applicable territorial limits as outlined in this Policy.

w. Utilities off Premises

Coverage A is extended to cover your transmission lines, fencing, street lighting, sports field lighting systems, street signs, traffic control devices, parking meters, pole mounted transformers, wiring, cables, meters, valves, hydrants, poles, pipes, after such property has been installed away from the **Premises** only up to the limit specified in the **Declarations**.

x. Valuable Papers and Records

Coverage A is extended to provide coverage for expenses incurred by you in the reproduction of **Valuable Papers and Records**. No coverage is provided under this provision for any electronic **Data** or **Electronic Media** or the value of any **Data**.

y. Walkways, Sidewalks and Driveways

Coverage A is extended to cover roadways, walkways, parking lots or other exterior paved surfaces and retaining walls or permanently installed landscaping structures outside the **Building** and on your **Premises**.

z. Catch-All Clause Extension

If, in the event of a claim being made under this section – Additional Property Coverages - and following the application of all terms, deductibles and conditions, the special **Limit of Insurance** for an individual coverage is insufficient to fully indemnify the **Insured** for a **Covered Loss**, then the amount of insurance provided under the individual coverage is extended, but in no event shall the MIABC be liable for more than the lesser of:

- i. The difference between the amount payable, under the adjusted claim, and the amount required to fully indemnify the **Insured**; or
- ii. The limit of liability specified in the **Declarations** for this extension for any one **Occurrence** and in the aggregate regardless of the number of extensions to which it applies.

3. LOSS VALUATION

In the event of a **Covered Loss**, valuation of property shall be, subject to the special valuation categories below, based on the cost of repairing, replacing, constructing or reconstructing (whichever is the least) the property with new materials of like kind and quality and for like occupancy without deduction for depreciation. Provided, however, that the foregoing shall be subject to the following:

- (a) The repair, replacement, construction or reconstruction, as the case may be, must be effected by the **Insured** with due diligence and dispatch;
- (b) If repair or replacement with material of like kind and quality is restricted or prohibited by any by-law, ordinance of any law, any increased cost of repair or replacement due thereto shall be covered as set out in Additional Coverage for Building By-Law Enhancement/Enforcement;
- (c) The **Insured** shall be allowed to rebuild at any site and/or repair loss or damage to property insured hereunder with one more suited or functional to current design/conditions which may mean different construction use or occupancy. The recovery hereunder, shall in no event exceed what it would have cost to repair or replace the damaged property at the same site with new materials of like kind and quality, plus any reduction in value of repaired items;
- (d) Until repair, replacement, construction or reconstruction has been effected by the **Insured**, or if the **Insured** elects not to repair or replace, liability shall be limited to the Actual Cash Value of the property at the time loss or damage occurs.

This basis of valuation is altered for the following categories.

a. Accounts Receivable

In the event that the **Insured** cannot accurately establish the total amount of accounts receivable outstanding as of the date of such loss, the MIABC will determine the amount as follows:

- i. the total of the average monthly accounts receivable for the 12 months immediately preceding the month in which the loss occurs will be determined; and
- ii. that total will be adjusted for any normal fluctuations in the amount of accounts receivable for the month in which the loss occurred or for any demonstrated variance from the average for that month.

The following will be deducted from the total amount of accounts receivable, however the amount is established:

- i. the amount of the accounts evidenced by records not lost or damaged;
- ii. the amount of the accounts that the Insured is able to re-establish or collect;
- iii. an amount to allow for probable bad debts which would normally have been uncollectible by the Insured; and
- iv. all unearned interest and service charges.

In the event that any recoveries are received by the **Insured** after payment of loss by the Insurer under this extension, all such recoveries shall be shared proportionately between the **Insured** and the Insurer based on the amount of the loss that has been sustained by each.

b. Computer Equipment and Electronic Media

With respect to Computer Equipment and Electronic Media,

- i. the cost to repair or replace the property itself plus the costs of copying, transcribing, gathering, or assembling **Data** for reproduction. However, these costs will not include research and engineering nor any costs of recreating **Data**.
- ii. if such property is not repaired or replaced or restored, the basis of valuation is the cost of the blank value of the property. However, it is understood and agreed that the **Insured** shall have the option of replacement with equipment having technological advantages and/or representing an improvement or change in function and/or forming part of a program of system enhancement provided that such replacement can be accomplished without increasing the MIABC's liability hereon.

- iii. there is no coverage for any amount pertaining to the value of any **Data**, even if such **Data** cannot be recreated, gathered or assembled.

c. Equipment

With respect to **Equipment**, at the **Insured's** option, replacement by an unlike item having technological advantages as long as such item of **Equipment** or machinery shall be capable of performing the same function as the replaced machinery or **Equipment**. In no event shall recovery exceed what it would have cost to repair or replace the damaged property with new materials of like kind and quality.

d. Fine Art

Fine Arts will be valued at the least of the following:

- i. the reasonable and necessary cost to repair or replace the **Fine Art**;
- ii. the appraised value had no loss or damage occurred which will be determined at the time of the loss by a competent and disinterested expert;
- iii. the market value at the time of the **Occurrence**; or
- iv. the agreed value, if any, on file with us.

e. Heritage Buildings

In case of a **Building(s)** which, prior to the loss, was designated as a Heritage Building(s), at the request of the **Insured**, Replacement Cost shall also include the cost of skilled labor or authentic materials necessary to restore designated Heritage Building(s) to their original condition. The foregoing shall otherwise be subject to all terms and conditions as otherwise outlined in this section.

f. Stock

With respect to **Stock**, indemnity shall be limited to the actual cash value of the damaged or destroyed **Stock** at the time of loss and reasonable replacement or restoration costs if the **Stock** is replaced or restored within 6 months from the time of **Covered Loss**.

g. Valuable Papers and Records

With respect to **Valuable Papers and Records**,

- i. The cost of blank books, blank papers or other materials, plus the cost of labour incurred by the **Named Insured** for actually transcribing or copying such

records including the reasonable costs of gathering or assembling information for reproduction.

- ii. If the **Valuable Papers and Records** are not to be repaired or replaced, the MIABC will only be liable for the actual cash value of the blank pages, books, or other materials.

COVERAGE B: LOCAL GOVERNMENT OPERATIONS INTERRUPTION

1. GENERAL LOCAL GOVERNMENT OPERATIONS INTERRUPTION INSURING AGREEMENT

We will pay for your loss of **Income**, loss of **Rental Value**, or your incurred necessary **Extra Expense** directly resulting from the necessary interruption of your **Operations** as long as the interruption is caused by a **Covered Loss**. The most we will pay is the limits specified in the **Declarations**.

2. ADDITIONAL LOCAL GOVERNMENT OPERATIONS INTERRUPTION COVERAGES

Coverage B provides certain additional coverages that either do not fit into the Coverage B general insurance grant of coverage or have special limits or qualifications on coverage. These are detailed below and are subject to all terms of the Policy and in all cases require an underlying **Covered Loss** to apply. The coverages described below are subject to the corresponding limits of insurance (either special limits or the overall blanket limit) as set out in the **Declarations**. The **Limit of Insurance** is the maximum recovery in respect of any one **Occurrence** taking place during the policy period, unless otherwise stated.

a. Accountants Fees

Coverage B is extended to apply to the reasonable expenses you incur at our request to pay your accountants to produce and certify particulars or details or other proofs, information or evidence as may be required for the purpose of investigating or verifying the quantum of any Coverage B covered claim.

b. Automatic Coverage, Newly Acquired Property

Coverage B automatically applies to cover your loss of **Income**, loss of **Rental Value** or incurred necessary **Extra Expense** that you sustain resulting from a **Covered Loss** to your **Newly Acquired Property**.

Newly Acquired Property shall be reported and adjusted at the anniversary date. This coverage is only available if there is no other responding insurance.

c. Civil Authority

Coverage B is extended to apply to your loss of **Income**, loss of **Rental Value** or incurred necessary **Extra Expense** directly resulting from access to your **Premises** being prohibited by an order of a civil authority but only when such order is given as a direct result of physical damage by a **Covered Peril** to neighboring property.

d. Contingent Income Coverage

Coverage B is extended to cover your actual loss of **Income** resulting from interruption to your **Operations** due to physical loss or physical damage by a **Covered Peril** to **Contingent Property** anywhere in Canada or the continental United States.

e. Non-Owned Heat, Power, Gas, Water or Communication Services

Coverage B is extended to apply to your loss of **Income**, loss of **Rental Value**, or incurred necessary **Extra Expense** resulting from interruption of service caused by a **Covered Peril** to non-owned utility transformers or pumping stations, including underground power transmission and communication lines, which furnish heat, light, power, gas, water or communication services, including internet communications, and are located on your **Premises**. This coverage does not apply if such property is owned or leased by you.

Our liability under this extension for each interruption of **Operations** begins only when the period of interruption exceeds 24 consecutive hours or as otherwise indicated on the **Declarations** and we are liable only for that part of the loss in excess of such number of consecutive hours.

f. Off-Premises Heat, Power, Gas, Water or Communication Services

Coverage B is extended to apply to your loss of **Income**, loss of **Rental Value**, or incurred necessary **Extra Expense** resulting from interruption of service caused directly by a **Covered Peril** to off-premises utility plants, transformer or switching stations, sub-stations, transformers or pumping stations, including underground power transmission and communications lines, which furnish heat, light, power, gas, water or communication services, including internet communications, to your **Premises**.

This extended coverage does not apply if such property is

- i. located on your **Premises**;
- ii. under your control; or
- iii. located beyond 100 kilometres of your **Premises**.

Our liability under this extension for each interruption of **Operations** begins only when the period of interruption exceeds 24 consecutive hours or as otherwise indicated on the **Declarations** and we are liable only for that part of the loss in excess of such number of consecutive hours.

g. Prevention of Ingress/Egress

Coverage B is extended to apply to your loss of **Income**, loss of **Rental Value**, or incurred necessary **Extra Expense** directly resulting from the physical inability to enter or exit your **Premises** because of direct physical damage by a **Covered Peril** to tangible property notwithstanding that the **Premises** or property of the **Insured** may not have been damaged provided the damaged property causing the physical inability to enter or exit is within 20 km from your **Premises**.

Coverage under this extension shall only apply during the period of time, not exceeding 8 weeks, while you are physically unable to enter or exit your **Premises**, subject always to the **Limit of Insurance** set out on the **Declarations**.

3. LOSS VALUATION

Subject to the **Limit(s) of Insurance** set out on the **Declarations**, with respect to coverage for your actual loss of **Income**, loss of **Rental Value**, and your incurred necessary **Extra Expenses** the amount payable shall be:

- (a) In respect to loss of **Income**, the actual reduction of your **Income** during the **Indemnity Period** less the charges and expenses that do not necessarily continue during the **Indemnity Period**;
- (b) In respect of loss of **Rental Value**, the actual reduction of **Rental Value** during the **Indemnity Period** resulting from your insured **Building(s)** being made untenable due a **Covered Peril**, less charges and expenses which do not necessarily continue during while the **Building(s)** is untenable but not exceeding the actual loss sustained by you.
- (c) In respect of **Extra Expense**, the reasonable and necessary **Extra Expense** incurred by you during the **Indemnity period** in order to resume, as nearly as practicable, your normal **Operations** that have been interrupted as a direct result of **Covered Loss**.

COVERAGE C: CRIME COVERAGE

1. CRIME INSURING AGREEMENTS

Specific crime coverages are provided as detailed below if an amount of insurance is specified on the **Declarations** Schedule of Coverage, under Section C – Crime Coverage, for the specific coverage noted.

Coverage is only provided for the actual direct financial loss sustained by you, and where applicable, the permanent reduction in value of any **Other Property** which is owned by you, or in which you have an insurable interest, or for which you are responsible for placing insurance and for which more specific coverage is not otherwise provided.

i. Computer Fraud and Funds Transfer Fraud

We will pay for loss sustained by you resulting directly from

- i. loss of or damage to **Money, Securities** or **Other Property** caused directly by **Computer Fraud**; or
- ii. loss of **Money** or **Securities** held in a **Transfer Account** that is caused directly by **Fraudulent Instruction** directing a **Financial Institution**, located within the covered territory, to debit your **Transfer Account** and transfer, pay or deliver such **Money** or **Securities** from that account.

ii. Credit Card Forgery

- i. We will cover your losses from **Forgery** of or alteration of a charge to a credit card issued to you or to any partner, officer or **Employee** of yours. However, coverage shall only apply if the person or entity to whom the Credit Card was issued has complied fully with the terms under which the credit card has been issued.
- ii. If you are sued for refusing to pay any instrument covered in Paragraph i) above, on the basis that it has been forged or altered, and you have our written consent to defend against the action, we will pay for any reasonable legal expenses that you incur and pay in that defence. The amount that we will pay is in addition to the **Limit of Insurance** applicable to this Insuring Agreement.

iii. Unauthorized Monetary Card Use

We will cover your loss resulting directly from the unauthorized use of credit, debit, and charge cards issued in your name.

This coverage item does not apply:

- i. to any loss unless the provisions, conditions, and other terms under which such card was issued are fully complied with; and
- ii. unless you are legally liable to the issuer of the card involved in the loss.

iv. Employee Dishonesty

We will pay for your loss of **Money, Securities** and **Other Property** used in your **Operations** resulting from dishonesty or fraud by any of your **Employees** which:

- i. Directly causes you to sustain loss or damage; and
- ii. Was done to obtain financial benefit for someone.

If one **Employee** commits a series of similar or related dishonest acts, or if more than one **Employee** is involved in an act or series of acts, we will consider this to be a single loss with one limit of insurance.

v. Forgery and Alterations

- i. We will pay for loss sustained by you resulting directly from **Forgery** or alteration by a **Third Party** of cheques, bank drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in **Money** that is made or drawn by or drawn upon you or your agent, or that are purported to have been so made or drawn.
- ii. If you are sued for refusing to pay any instrument covered in Paragraph i. above, on the basis that it has been forged or altered, and you have our written consent to defend against the action, we will pay for any reasonable legal expenses that you incur and pay in that defence. The amount that we will pay for your defence is in addition to the **Limit of Insurance** applicable to this Insuring Agreement.

vi. Money and Securities

We will pay for your loss of **Money** or **Securities** resulting from their actual destruction, disappearance or wrongful or illegal taking, other than **Social Engineering Fraud**, from any of the following locations:

- i. inside your **Premises**;
- ii. within any **Banking Premises** or similar recognized places of safe deposit;
- iii. while being carried by, or kept in the home of, an employee or business partner authorized to have the **Money** or **Securities**.

vii. **Other Property**

We will pay for loss of or damage to:

- i. **Other Property** inside your **Premises** resulting directly from an actual or attempted **Robbery** of your **Employee(s)** or business partner or an actual or attempted **Safe Burglary**.
- ii. The **Premises** or its exterior, or damage to a locked safe, vault, cash register, cash box or cash drawer located inside the Premises directly resulting from an actual or attempted **Safe Burglary** or Robbery.
- iii. **Other Property** outside your **Premises** while being carried by, or kept in the home of, an **Employee** or business partner authorized to have the **Other Property** resulting directly from an actual or attempted **Robbery**.

Any coverage provided above with respect to **Money, Security** or **Other Property** being conveyed by an armored transportation service is in excess of any reimbursement available to the **Insured** from such armored transportation service or from any insurance or indemnity carried by, or for the benefit of customers of, the armored motor vehicle company.

viii. **Money Orders and Counterfeit Paper Currency**

We will pay for loss sustained by you resulting directly from your having accepted in good faith, in exchange for merchandise, **Money** or services:

- i. Money orders issued by any post office, express company or bank that are not paid upon presentation; or
- ii. Counterfeit paper currency, in Canadian or United States currency, that you acquired during the regular course of business.

2. **ADDITIONAL COVERAGES**

Claim Preparation Costs

Coverage C is extended to cover all necessary and reasonable costs incurred by you at our request for external accountants, auditors, or other professionals to produce and certify particulars or details or other proofs, information or evidence as may be required for the purpose of investigating or verifying the quantum of any claim under Coverage C Crime Insuring Agreements (a) through (e), the liability for which is otherwise accepted by us.

This Additional Coverage does not apply to any expense associated with use of your **Employees**.

3. **VALUATION – BASIS OF SETTLEMENT**

- (a) Subject to Section C - Crime Coverage 3. Limit of Insurance, in valuing a loss we will value:
 - i. Loss of **Money** but only up to and including its face value. We may, at our option, pay for loss of **Money** issued by any country other than Canada:
 - a) At face value in the **Money** issued by that country; or
 - b) In the Canadian dollar equivalent determined by the rate of exchange on the day the loss was first discovered.
 - ii. Loss of **Securities** but only up to and including their market value at the close of business on the business day immediately preceding the day the loss was discovered. We may, at our option:
 - a) Pay the value of such **Securities** or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those **Securities**; or
 - b) Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the **Securities**. However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:
 - (i) Value of the **Securities** at the close of business on the day the loss was discovered; or
 - (ii) Limit of Insurance.
 - iii. Loss of or damage to **Other Property** for the replacement cost of the property without deduction for depreciation. However, we will not pay more than the least of the following:
 - a) The applicable Limit of Insurance; or
 - b) The cost to replace the lost or damaged property with property of comparable material and quality and used for the same purpose.

We will not pay on a replacement cost basis for any loss or damage:

- a) Until the lost or damaged property is actually repaired or replaced; and
- b) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.

If the lost or damaged property is not repaired or replaced, we will pay on an actual cash value basis.

(b) Any property that we pay for or replace becomes our property.

PART 2: CONDITIONS OF COVERAGE

COMMON CONDITIONS – COVERAGES A, B, AND C

a. Additional Interest Clause

The policy is extended to include the interest of all owners, lessors, trustees, mortgagees and/or lessees in **Covered Property** for which the **Named Insured** has agreed to provide insurance. It is agreed that said owners, lessors, trustees, mortgagees and/or lessees shall be noted as Additional Insureds and loss payees where applicable.

b. Limit of Liability

The MIABC shall not be liable hereunder in any one loss, casualty or disaster for more than the amounts specified in the **Declarations**, including salvage charges or other expenses or all combined.

The applicable **Limit of Insurance** is the maximum recovery in respect of any one **Occurrence** taking place during the policy period, unless otherwise stated.

c. Deductibles

Subject to the **Limit of Insurance**, the MIABC will pay the amount of covered loss or damage in excess of the applicable dollar, percentage, or waiting period deductible amount shown on the **Declarations** for each **Occurrence**.

If a waiting period deductible is specified on the **Declarations**, our liability for each interruption of **Operations** resulting from a **Covered Loss** begins only when the period of interruption exceeds the number of consecutive hours as specified on the **Declarations** and we are liable only for that part of the loss in excess of such waiting period.

Should one **Occurrence** give rise to the application of more than one deductible, only the largest individual deductible amount shall apply.

If this Policy insures against both Property Damage and Local Government Operations Interruption losses, the deductible amount(s), as shown in this Policy, shall apply separately to each such coverage, unless otherwise noted herein or endorsed hereon, even if both are involved in a single **Occurrence**.

d. Loss Minimization

When an insured loss occurs you shall with due diligence do all things which may be reasonably practicable to minimize the covered loss. Any failure by you to reduce your loss will reduce the amount we will pay for your loss by the cost that could have been saved or avoided.

e. Overlapping Coverages

If a loss covered under a specific coverage or additional or extension of coverage or endorsement also involves a loss under any other coverage, additional or extension of coverage or endorsement, then, the maximum **Limit of Insurance** will not exceed the highest applicable limit under any one coverage, extension of coverage or endorsement.

f. Signatures

The MIABC will treat signatures that are produced or reproduced electronically, mechanically or by other means the same as handwritten signatures.

g. Legal Action Against Us

No action shall lie against us unless, as a condition precedent hereto:

- (a) you have complied with all the terms of this Policy, including this section; and
- (b) Until 90 days after you have filed the required proof of loss with us; and
- (c) Unless brought within 2 years from the date you discover the loss.

Every action or proceeding against the MIABC for the recovery of insurance money payable under the policy is absolutely barred unless commenced within the time set out in the *Insurance Act* or other applicable legislation or statutory condition.

h. Appraisal of Loss & Arbitration

- (a) In case the **Insured** and the MIABC shall fail to agree as to the amount of loss, damage or expense, each shall, upon the written demand by either to participate in a dispute resolution process after proof of loss has been delivered to the MIABC, select a competent and disinterested appraiser within 7 days of receiving a demand.
- (b) The appraisers shall within 15 days after their appointment, select a competent and disinterested umpire.
- (c) The appraisers shall then appraise the loss, damage and expense, stating separately sound value and loss, damage or expense to each item; and, if they fail to agree, shall submit their differences to the umpire. The written determination of any 2 of the representatives and umpire shall determine the matter.
- (d) Each appraiser shall be paid by the party selecting that appraiser; the expense of the umpire shall be paid by the parties equally. All other costs shall be borne by the party incurring those costs.

i. Subrogation

Upon assuming liability for payment under the policy, the MIABC shall be subrogated to all the rights of recovery against any person or entity and the MIABC may bring an action in the name of the **Insured** to enforce such rights. The **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights and to assign and transfer all such rights of recovery to the MIABC.

The **Insured** shall do nothing after discovery of a loss to prejudice such rights and shall extend its reasonable cooperation to the MIABC in its recovery efforts to the extent requested or required. However, any release from liability entered into by the **Insured** prior to a loss, shall not affect the right of the MIABC to recover hereunder.

The MIABC shall have the right to control such subrogation.

All rights of subrogation are waived against any corporation, firm, individual or other interest with respect to which insurance is provided by this Policy. However, the MIABC shall maintain subrogation rights against consulting engineers, designers or architects who are independent contractors and not in the regular employment of the **Insured**, for any claim for loss or damage arising out of the performance of professional services in their capacity as such and caused by any error, omission or act of the consulting engineers, designers or architects as specified above.

j. Recovery

Any recoveries, less the cost of obtaining such recoveries, made after MIABC has made payment under the Policy shall be distributed in the following order:

- (a) To the **Insured**, until the **Insured** is reimbursed for any loss that exceeds the applicable **Limit of Insurance** and Deductible, if any;
- (b) To the MIABC until it is reimbursed for the payment made; and
- (c) To the **Insured**, until the **Insured** is reimbursed for that part of the loss equal to the applicable deductible amount, if any.

k. Termination of Insurance

The terms set out in the Statutory Conditions apply, except that we will provide the **Insured** with sixty (60) days' notice of termination by registered mail.

l. Other Insurance

- (a) If at the time of loss, you have other insurance which applies to a loss or claim, or would have applied if this policy did not exist, this policy will be considered excess insurance and we will not pay any loss or claim until the amount of such other

insurance is used up (regardless of whether such other insurance is stated to be primary, excess, contingent or otherwise). However, this provision does not apply to insurance which is purchased by the **Insured** to specifically apply in excess of this policy.

- (b) If loss or damage is also covered by a service agreement, any amounts payable for such loss or damage under this insurance will be excess over any amounts payable under such agreement. Service agreement means a service plan, property restoration plan, or similar service warranty agreement, even if it is characterized as insurance.

m. Loss Payable

Loss, if any, is payable to the **Named Insured** or as they may direct.

n. Terms and Conditions

No term or condition of the policy shall be deemed to have been waived by the MIABC in whole or in part unless the waiver is clearly expressed in writing signed by a person authorized for that purpose by the MIABC.

Neither the MIABC nor the **Insured** shall be deemed to have waived any term or conditions of this policy by any act relating to the appraisal of the amount of loss or to the delivery and completion of proofs, or the investigation or adjustment of any claim under this policy.

o. Inspection and Audit

- (a) The MIABC may examine and audit the **Insured's** books and records at any time during the policy period and extensions of the policy period and up to three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.
- (b) The MIABC shall be permitted, but shall not be obligated, to inspect the **Insured's** property and operations at any reasonable time. Neither the MIABC's right to inspect nor reporting based on such inspections shall constitute an undertaking on behalf of or for the benefit of the **Insured** or others to determine or warrant that such property or operations are safe.
- (c) Any inspection or audit shall not waive, in any manner, any of the terms or conditions of this policy.

p. Currency Clause

It is understood and agreed that all limits of insurance, premiums, deductibles, and other amounts used herein are expressed in Canadian currency.

q. Insurance Under two or More Coverages

If two or more of this policy's coverages or sections apply to the same loss or damage, we will not be liable for more than the actual amount of the loss or damage.

r. No Benefit To Bailee

It is warranted by you that this Policy will in no way be used directly or indirectly to the benefit of any carrier or other bailee for hire.

s. Property of Others

At our option, any loss may be paid to you or adjusted with and paid to the customer or the owner of the property.

t. Bankruptcy

Your bankruptcy or insolvency or your estates' bankruptcy or insolvency will not relieve us of our obligations under this Policy.

u. Records

The **Insured** shall keep records of all the property insured under this Form in such manner that the Insurer can accurately determine therefrom the amount of loss.

v. Breach of Conditions

Where a loss occurs and there has been a breach of a condition relating to a matter before the happening of a loss, which breach would otherwise disentitle the **Insured** to recover under the policy, the breach shall not disentitle the **Insured** to recover if the **Insured** establishes that the loss was not caused or contributed to, or worsened, by the breach of condition.

The breach of any condition of this insurance at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

This insurance shall not be affected by failure of the **Insured** to comply with any of the warranties or conditions over which the **Insured** has no control, nor shall this insurance be affected by any increase in hazard in those sections of any location over which the **Insured** has no control.

w. Reinstatement of Limit after Loss

With the exception of losses that are subject to annual aggregate limits, any loss under this policy shall not reduce the limits of insurance.

x. Statutory Conditions

This policy is subject to the attached Statutory Conditions. In the event of there being any conflict between the Statutory Conditions and the terms and conditions recited above, the latter shall be deemed to govern in favour of the **Insured**.

COVERAGE A AND B CONDITIONS

a. Privileges and Permissions

No privileges, notices or permissions are required in order to establish or maintain the validity of this insurance unless such requirements are expressly stated in this policy.

b. Territorial Limits

The property insured is covered within the jurisdictions of Canada and Continental USA.

c. Duties in the Event of Loss or Damage

Upon knowledge or **Discovery** by the **Insured** of a loss or a situation or **Occurrence** that may give rise to a claim under this policy, the **Insured** must:

- i. If the **Insured** has reason to believe that any loss involves a violation of law, the **Insured** must also notify the police or local law enforcement authorities as soon as possible.
- ii. Take all reasonable steps to protect insured property from further damage and keep a record of the **Insured's** expense necessary to protect the insured property for consideration in the settlement of the claim. Also, if feasible, set the damaged property aside and in the best possible order for examination.
- iii. As often as may be reasonably required, permit the Insurer to inspect the property and records proving the loss or damage and examine the **Insured's** books and records.
- iv. Also, permit the Insurer to take samples of damaged and undamaged property for inspection, testing and analysis and permit the Insurer to make copies from the **Insured's** books and records.
- v. Cooperate with the Insurer in the investigation and settlement of the loss or claim.
- vi. Authorize the Insurer to obtain records or reports necessary for the Insurer's investigation.

- vii. The **Insured** will not, except at the **Insured's** own cost, voluntarily make a payment, assume any obligation, or incur any expense without the Insurer's consent except as respect to protecting property from further damage.
- viii. The Insurer may examine any **Insured** under oath, while not in the presence of any other **Insured** and at such time as may be reasonably required, about any matter relating to this insurance or the claim, including an **Insured's** books and records. In the event of an examination, an **Insured's** answers must be signed.

d. Sue and Labour

In case of any imminent, threatened or actual loss or damage insured under this policy, it is the duty of the **Insured** to take all reasonable steps in and about protecting, safeguarding and recovering property insured and to minimize such loss, destruction or damages.

The MIABC will indemnify the **Insured** for any reasonable and proper expenses in connection with the foregoing provided such expenses made are reasonable having regard to the value of the insured property at risk and/or the **Limit of Insurance**. Any charges incurred in these activities will be included in the applicable **Limit of Insurance** and subject to any applicable deductible.

In the event the action taken was also to protect loss or damage which is not covered under this policy, our indemnification under this provision shall be proportionate to the value of the property insured which was immediately and directly endangered by a peril covered under this policy.

e. Mortgage Clause (Approved by Insurance Bureau of Canada)

It is hereby provided and agreed that:

- i. Breach of conditions by mortgagor, owner or occupant

This insurance and every documented renewal thereof – as to the interest of the mortgagee only therein – is and shall be in force notwithstanding any act, neglect, omission or misrepresentation attributable to the mortgagor, owner or occupant of the property insured, including transfer of interest, any vacancy or non-occupancy, or the occupation of the property for purposes more hazardous than specified in the description of the risk;

PROVIDED ALWAYS that the Mortgagee shall notify forthwith the MIABC (if known) of any vacancy or non-occupancy extending beyond thirty (30) consecutive days, or of any transfer of interest or increased hazard that shall come to his knowledge; and that every increase of hazard (not permitted by the policy) shall be paid for by the Mortgagee – on reasonable demand – from the date such hazard existed, according

to the established scale of rates for the acceptance of such increased hazard, during the continuance of this insurance.

ii. Right of subrogation

Whenever the MIABC pays the Mortgagee any loss award under this policy and claims that – as to the Mortgagor or Owner – no liability therefor existed, it shall be legally subrogated to all rights of the Mortgagee against the **Insured**; but any subrogation shall be limited to the amount of such loss payment and shall be subordinate and subject to the basic right of the Mortgagee to recover the full amount of its mortgage equity in priority to the MIABC; or the MIABC may at its option pay the Mortgagee all amounts due or to become due under the mortgage or on the security thereof, and shall thereupon receive a full assignment and transfer of the mortgage together with all securities held as collateral to the mortgage debt.

f. **Pairs, Sets and Parts**

- i. In the case of covered loss or damage to any part of a pair or set, the measure of loss or damage shall be a reasonable and fair proportion of the total value of the pair or set, but in no event shall such loss or damage be construed to be total loss of pair or set.
- ii. In the case of loss or damage to any part or parts of insured property consisting of several parts when complete, the MIABCs shall only be liable for the value of the part lost or damaged.

g. **Abandonment**

There can be no abandonment of any property to the Insurer unless the Insurer specifically agrees to such abandonment in writing.

h. **Liberalization Clause**

If, during the policy period we introduce a coverage change to this form or its replacement or rules or regulations affecting the Policy are revised by statute or otherwise, so as to broaden the insurance coverage without an additional premium charge, then such broadened insurance shall become a part of this Policy to the benefit of the **Insured**.

i. **Policy Period, Coverage**

The Policy only covers loss or damage commencing:

- i. During the policy period shown in the **Declarations**; and
- ii. Within the coverage territory being Canada and the United States.

COVERAGE C CONDITIONS

In addition to the common policy and statutory conditions the foregoing Coverage C Crime Insuring Agreements (a) through (e) are subject to the following conditions and limitations.

a. **Limit of Liability**

The most we will pay for loss in any one **Occurrence** is the applicable limit of liability specified on the Schedule of Coverage, under Coverage C - Crime Coverage for each Insuring Agreement.

In the event that more than one Insuring Agreement as provided under Coverage C applies to the risk insured, only the Insuring Agreement with the highest amount of insurance will apply.

b. **Policy Period, Territory, Discovery**

Coverage C only applies to loss the **Insured** sustains resulting directly from an **Occurrence**:

- i. taking place during the policy period shown in the **Declarations**, except as otherwise specified in Conditions 3 Loss Covered Under this Policy and Prior Insurance Issued by Us and 4 Loss Sustained During Prior Insurance; and
- ii. taking place within Canada or the United States of America; and
- iii. That is **Discovered** by the **Insured** during the policy period shown on the **Declarations** or during the period of time provided for under Condition 5 – Extended Discovery Period of time.

c. **Loss Covered Under This Policy and Prior Insurance Issued By Us or Any Affiliate**

If any loss is covered:

- i. Partly by Coverage C; and
- ii. Partly by any prior cancelled or terminated insurance that we or any affiliate of ours had issued to you;

the most we will pay is the larger of the amount recoverable under Coverage C or the prior insurance.

d. **Loss Sustained During Prior Insurance**

- i. If you **Discover** loss during the policy period shown on the **Declarations** resulting directly from an **Occurrence** taking place, in whole or in part, during the policy period of any prior insurance that was issued to you and you would have recovered under

such insurance except that the period of time to **Discover** loss under that insurance had expired, we will pay for the loss under Coverage C, provided:

- a) Coverage C became effective at the time of cancellation, termination or expiry date of the prior insurance; and
- b) The loss would have been covered by Coverage C had it been in effect at the time of the **Occurrence**.

ii. The insurance under this Condition is part of, not in addition to, the Limits of Insurance applying to Coverage C and is limited to the lesser of the amount recoverable under:

- a) Coverage C as of its effective date; or
- b) The prior insurance had it remained in effect.

e. Extended Period to Discover Loss

In the event that this insurance is terminated or cancelled, for reasons other than nonpayment of premium, a 2 year extended discovery period will apply in respect of any covered loss that is subsequently **Discovered** arising from an **Occurrence** taking place prior to the effective date of such cancellation or termination during the time that this insurance had been in effect, provided that the loss must be reported to the Insurer within 2 years of the date of termination.

However, this extended discovery period terminates immediately upon the effective date of any other insurance obtained by the **Insured** replacing in whole or in part the coverage afforded by Coverage C, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

f. Cancellation as to Any Employee

Coverage under Coverage C shall be deemed cancelled as to any **Employee**:

- i. Immediately upon discovery by:
 - a) You; or
 - b) Any of your partners, managers, officers, directors or trustees not in collusion with the Employee;

of **Theft** or any other dishonest, fraudulent or criminal act committed by the **Employee** whether before or after becoming employed by you; or

- ii. On the effective date specified in a notice mailed to the **Named Insured**. That date will be at least 30 days after the date of mailing. We will mail or deliver our notice to the **Named Insured**'s last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

g. Joint Insured

- i. If any **Insured**, or partner, or officer of that **Insured** has knowledge of any information relevant to this Policy, that knowledge is considered knowledge of every **Insured**.
- ii. An **Employee** of any **Insured** is considered to be an **Employee** of every **Insured** under this Policy.
- iii. If this Policy or any of its Insuring Agreements or coverages is cancelled or terminated as to any **Insured**, loss sustained by that **Insured** is covered only if discovered by you during the period of time provided in Condition 5 - Extended Period to Discover Loss.
- iv. We will not pay more for loss sustained by more than one **Insured** than the amount we would pay if all the loss had been sustained by one **Insured**.
- v. Payment for loss made to the **Named Insured** will constitute full settlement of the claim with respect to any **Insured**.

h. Non-Cumulation of Limit of Insurance

Regardless of the number of years that you maintain continuous crime coverage in effect with us or any affiliate or the number of premiums paid, whether the crime coverage was provided by us under the same policy or under a series of successive policies which may have included a variety of policy forms and varying terms, the Limits of Insurance will not be cumulative from year to year or policy period to policy period.

The inclusion of more than one **Insured** shall not increase the maximum amount of insurance specified on the Summary of Coverages, or if applicable, as specified on the Declarations.

i. Ownership of Property; Interests Covered

The property covered under Coverage C is limited to property:

- i. That you own or lease;
- ii. That you hold for others; or
- iii. For which you are legally liable, except for property inside the premises of any other entity.

However, this policy is for your benefit only. It provides no rights or benefits to any other person or organization. Any claim for loss that is covered under Coverage C must be made and presented by you.

j. **Loss Caused by Unidentifiable Employee**

If a loss is alleged to have been caused by the fraud or dishonesty of any one or more of the **Employees** covered under Insuring Agreement 1(d) Employee Dishonesty, and you are unable to designate the specific **Employee** or **Employees** causing such loss, you shall nevertheless have the benefit of such applicable Insuring Agreement subject to the provisions and exclusions of Coverage C provided that the evidence submitted reasonably proves that the loss was in fact due to the fraud or dishonesty of one or more of the said **Employees**, and provided, further, that our aggregate liability for any such loss shall not exceed the Limit of Insurance applicable to Insuring Agreement 1(d).

k. **Conditions Applicable to Insuring Agreement 1(e) Forgery and 1(b) Credit Card Forgery**

You must include with your proof of loss any instrument involved in that loss, or, if that is not possible, an affidavit of the **Insured** or the **Insured's** bank of deposit setting forth the amount and cause of loss.

PART 3: EXCLUSIONS

1. COMMON EXCLUSIONS

The following exclusions apply to all sections of the policy and supersede any policy provisions to the contrary unless expressly noted otherwise.

This policy does not insure against loss or damage caused directly or indirectly by, in whole or in part, or resulting from any of the following. Such loss or damage is excluded regardless of any other cause or event (whether covered or not) that contributes concurrently or in any sequence to the loss or damage:

a. War And Military Action

- i. War, including undeclared or civil war;
- ii. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- iii. Invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

b. Terrorism

Terrorism, or any activity or decision of a governmental agency or other entity to prevent, respond to, or terminate Terrorism. If any portion of this exclusion is found to be invalid, unenforceable or contrary to statute, the remainder shall remain in full force and effect.

c. Nuclear Hazard

- i. any nuclear incident (as defined in the Nuclear Liability Act or any other nuclear liability act, law or statute, or amending law) or nuclear explosion. However, this exclusion shall not apply to ensuing loss or damage which results directly from fire, lightning or **Explosion** of natural, coal or manufactured gas; or
- ii. contamination by **Radioactive Material**.

d. Pollution Exclusion

Any actual or alleged spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of **Pollutants**, nor the cost or expense of any resulting **Clean Up**. This exclusion does not apply:

- i. if the spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of **Pollutants** is directly caused by a peril not otherwise excluded in this form; or
- ii. to loss or damage caused directly by a resultant peril not otherwise excluded in this form; or

This insurance also does not apply to cost or expense for any testing, monitoring, evaluating or assessing of an actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of **Pollutants**.

e. Fungi and Spores

Any Fungi, Spores or wet or dry rot or any presence, growth, proliferation spread or activity thereof. This exclusion does not apply:

- i. if the **Fungi** or **Spores** are directly caused by a peril not otherwise excluded in this Policy; or
- ii. to loss or damage caused directly by a resultant peril not otherwise excluded in this policy;

This insurance also does not apply to the cost or expense for any testing, monitoring, evaluating or assessing of Fungi or Spores or wet or dry rot.

f. Data Exclusion

- i. any **Data Problem**

However, paragraph (i) does not apply to loss or damage caused directly by ensuing resultant fire, explosion of natural, coal or manufactured gas, smoke, **Leakage from Fire Protective Equipment**, or water damage caused by bursting of frozen pipes and tanks if such ensuing perils are a direct result of a **Data Problem**.

- ii. This policy also does not insure **Data**.

g. Governmental Action

Seizure or destruction of property by order of governmental authority. But the Insurer will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be otherwise covered under Coverage A – Property Damage.

h. Confidential or Personal Information

Loss or damage resulting directly or indirectly from:

- i. The disclosure of the **Insured's** or another person's or organization's confidential or personal information including but not limited to patents, trademarks, copyright, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of non-public information; or
- ii. The use of another person's or organization's confidential or personal information including but not limited to patents, trademarks, copyright, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of non-public information.

i. Virtual Currency

loss or damage resulting directly or indirectly or in any way involving **Virtual Currency** of any kind, by whatever name known, whether actual or fictitious, including, but not limited to, crypto currency, or any other type of electronic currency.

2. COVERAGE A & B EXCLUSIONS

Excluded Property

This policy does not insure the following types of property:

- (a) Land, land values, or land improvements;
- (b) water, except water that is contained and is normally contained within any type of recreational swimming pool(s) or fully enclosed: tank, piping system or processing equipment, but without limiting the generality of the foregoing, does not include reservoirs;
- (c) sewers, drains or watermains, except those located under structures insured in this policy;
- (d) live animals including fish and birds;
- (e) **money**, bullion, cash cards, notes, **securities**, stamps, tickets and tokens, evidence of debt and title;
- (f) aircraft or spacecraft, watercraft over twenty-five (25) feet in length, hovercraft, amphibious or air cushion vehicles, automobiles and other motor vehicles required

to be licensed under a *Motor Vehicle* or *Highway Traffic Act* for use on public highways, trailers, motors or other accessories attached to or mounted on such property.. However, this exclusion does not apply to:

- i. unlicensed automobiles or unlicensed trailers used in your **Operations** when on your **Premises**.
 - ii. Contractors Equipment as shown on the **Declarations** and for which a schedule of covered items is on file with us.
- (g) **Fine Arts**, furs, fur garments, jewels, jewelry, watches, pearls, precious and semi-precious stones, gold, silver, platinum and other precious metals and alloys, museum artifacts or ceremonial regalia, except as specifically provided under the **Fine Arts** Additional Property Coverage.
- (h) wharves, docks, tunnels, dams, dikes and bridges unless values have been reported to us and premiums paid; However, there is no coverage for any loss or damage caused directly or indirectly by ice, including the formation of, melting or breaking of ice.
- (i) property insured under the terms of any marine insurance;
- (j) property while waterborne except while on a regular ferry or railway-car transfer in connection with land transportation if otherwise falling within the scope of the Additional Coverage for property in transit;
- (k) property sold by the **Insured** under conditional sale, installment payment or other deferred payment plan, all from the time of leaving the **Insured's** custody, except while in the custody of a carrier for hire;
- (l) walkways, sidewalks, roadways, driveways, retaining walls not forming part of a building except where provided under Section 2: Additional Property Coverages;
- (m) property illegally acquired, kept, stored or transported;
- (n) property which is otherwise specifically insured, however, this exclusion shall not apply to property which in addition to being insured by this policy, is only insured by a Boiler and Machinery insurance policy;
- (o) **Data**, except for the limited purposes specifically provided under Section 2: Additional Property Coverages;
- (p) cryptocurrency, digital currency, electronic currency, virtual currency or any other type of virtual or digital representation of value or any device or ledger used to hold, manage or otherwise use crypto, digital, electronic or virtual currency including any type of crypto wallet;

- (q) non-fungible tokens or any other information or data stored on a digital ledger, including blockchain, that certifies a digital asset to be unique or not interchangeable.
- (r) Growing plants, lawns, shrubs and trees, unless located within **Buildings** for decorative purposes or where coverage is specifically provided for under Section 2: Additional Property Coverages Exterior Plants;
- (s) Illegal substances, and paraphernalia used with such illegal substances;
- (t) Property at premises which are vacant;
- (u) **Equipment** or **Stock** while actually being worked upon and directly resulting from such work or caused by any repairing, adjusting or servicing of **Equipment** or **Stock**. This exclusion does not apply to loss or damage caused directly by resultant fire or **Explosion**;
- (v) Property or structures in the course of construction or erection and materials or supplies in connection with all such property in the course of construction or erection except as provided under Section 2: Additional Property Coverages;
- (w) **Computer Equipment** or **Electronic Media**, media, data storage devices, and program devices for electronic and electro-magnetic data processing, or for electronic controlled equipment, unless otherwise provided under Section 2: Additional Property Coverages;
- (x) **Valuable Papers and Records** except as specifically provided under Section 2: Additional Property Coverages.

Excluded Risks

The policy also does not insure the following causes of loss and the following exclusions apply regardless of whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the loss or damage, directly or indirectly, unless expressly stated otherwise.

- (a) snow slide, landslide, subsidence or other earth movement, but this exclusion does not apply to ensuing loss or damage which results directly from a risk not otherwise excluded;
- (b) **Earthquake** including all snow slide, landslide, subsidence or other earth movement occurring concurrently with and directly resulting from an **Earthquake** and all related **Earthquake** shocks;
- (c) **Flood**;

- (d) seepage, leakage, or influx of water derived from natural sources through basement walls, doors, windows, or other openings therein, basement floors, foundations, sidewalks or sidewalk lights, but this exclusion does not apply to such loss or damage if concurrently and directly caused by a risk not otherwise excluded;
- (e) Any loss of use or occupancy, delay or loss of market except as may be specifically insured under Section 2 Additional Property Coverages;
- (f) Wear and tear, gradual deterioration, inherent vice, latent defect, rust or corrosion, freezing (except damage to pipes caused by freezing), dryness, dampness, changes of atmosphere, heating, evaporation, change in colour or finish, marring or scratching, crushing contamination, except if loss or damage is the direct result of a risk otherwise insured, and then only for such loss or damage;
- (g) The cost of making good faulty workmanship or materials, or error in design, but this exclusion shall not apply to loss, damage or destruction resulting from such faulty workmanship or materials, or error in design. The “cost of making good” shall be limited to the cost that would have been incurred to correct the faulty workmanship, material or error in design had it been discovered immediately before the resulting physical loss, physical damage or destruction;
- (h) dishonesty or infidelity by you or your employees including an unexplained loss, mysterious disappearance, or loss or shortage disclosed on inventory taking;
- (i) normal settling, expansion, contraction, moving, shifting or cracking, unless caused directly and concurrently by a risk not excluded elsewhere in this policy; This exclusion also removes coverage for the loss or damage consisting of settling, expansion, contraction moving, shifting or cracking;
- (j) mechanical breakdown or electrical injury or damage to electrical appliances, devices, fixtures or wiring, caused by artificially generated electric currents. However, this exclusion shall not apply to ensuing loss from a peril not otherwise excluded, nor shall this exclusion apply to **Computer Equipment** and **Electronic Media** as expressly provided in Section 2 Additional Property Coverages;
- (k) **Explosion** (except explosion of natural, coal or manufactured gas), rupture, bursting, collapse, cracking, burning out or bulging of the following property owned by, operated by, or under the control of an **Insured**, unless fire ensues and then only for the loss or damage caused directly by such ensuing fire:
 - i.
 - a) the portions containing steam or water under steam pressure of all boilers generating steam, and piping or other equipment connected to said boilers and containing steam or water under steam pressure;

- b) piping and apparatus or parts thereof normally containing steam or water under steam pressure from an external source and while under such pressure;
 - c) the combustion chambers or fire boxes of steam generating boilers of the chemical recovery type and the flues or passages which conduct the gases of combustion therefrom;
 - d) smelt dissolving tanks; and
 - ii. other vessels and apparatus, and pipes connected therewith, while under pressure or while in use or operation, provided their maximum normal internal working pressure exceeds 103 kilopascals (15 pounds per square inch) above atmospheric pressure;
 - iii. moving or rotating machinery or parts thereof;
 - iv. any vessels and apparatus and pipes connected therewith while undergoing a pressure test(s);
 - v. gas turbines.
- This exclusion does not apply to:
- i. manually portable gas cylinders or tanks having an internal diameter of 610 millimetres (24 inches) or less used for the heating and storage of hot water; and
 - ii. the explosion of gas or unconsumed fuel within the furnace of boilers and fired vessels or within the gas passages therefrom to the atmosphere.
- (l) smoke from agricultural smudging operations;
 - (m) rodents, insects or vermin, but this exclusion does not apply to loss or damage caused directly by a peril not otherwise excluded;
 - (n) erasure, destruction, corruption, misappropriation, misinterpretation, use or misuse of **Data**;
 - (o) Notwithstanding any provision to the contrary within the Policy, the Policy excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a **Communicable Disease** or the fear or threat (whether actual or perceived) of a **Communicable Disease** regardless of any other cause or event contributing concurrently or in any other sequence thereto.

- (p) The enforcement of any by-law, regulation, ordinance or law regulating zoning or the demolition, repair or construction of buildings or structures, which by-law, regulation, ordinance or law makes it impossible to repair or reinstate the property as it was immediately prior to the loss except as specifically provided for in Section 2: Additional Property Coverages.
- (q) **Pollution** or the **Clean Up** of **Pollutants**, except as specifically provided under Section 2: Additional Property Coverages.

3. COVERAGE B EXCLUSIONS

In addition to the Common Exclusions and the Coverage A and B Exclusions, the following exclusions also apply to Coverage B which does not insure the following:

- (a) loss, expenses or any cost of repairing or replacing property, or the cost of research or other costs of replacing or restoring any type of recorded material. Except as expressly provided for under the Coverage B Additional Coverages set out herein;
- (b) loss, expense or any cost resulting directly or indirectly or in any way connected to labour disturbances which has interfered with any repair or replacement of damaged or destroyed property or with any resumption of operations;
- (c) any increase in your loss, expense or cost that results from the loss of a lease, license, other contract or order. However, if the loss of the lease, license, other contract or order is the direct result of an interruption of your **Operations** due to damage to property at your **Premises**, we will cover your loss of **Business Income**, loss of **Rental Value**, or incurred necessary **Extra Expense**, only during the time that would have been required to repair, rebuild or replace the damaged property;
- (d) any increase of loss directly or indirectly, resulting from or contributed to by, the operation of any by-law, ordinance or law regulating zoning or the demolition, repair or construction of buildings or structures;
- (e) any other consequential or remote loss, including any loss, expense or any cost due to fines or damages for breach of contract, for late or non-completion or orders, or for any penalties of whatever nature.

4. COVERAGE C EXCLUSIONS

In addition to any general exclusions the following exclusions also apply to Coverage C which does not insure the following.

a. Copyright Infringement

Loss resulting directly or indirectly from any misappropriation, theft or infringement of any:

- i. patent, trademark, copyright, trade secret or other intellectual property right; or
- ii. confidential or proprietary information.

b. Data Security Breach

Any expenses or costs the **Insured** must incur or for any fines, fees or penalties the **Insured** must pay because access was provided to another person or organization's personal or confidential information including but not limited to patents, trademarks, copyright, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of non-public information, or that information was somehow disclosed.

c. Exchanges or Purchases

Loss resulting from the giving or surrendering of **Money** or **Securities** or **Other Property** in any exchange or purchase.

d. Indirect Loss

Loss that is an indirect result of any act or **Occurrence** covered by this policy including, but not limited to, loss resulting from:

- i. Your inability to realize **Income** that you would have realized had there been no loss;
- ii. Payment of damages of any type for which you are legally liable, but we will pay compensatory damages arising directly from a loss covered under Coverage C;
- iii. Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under Coverage C. This exclusion does not apply to coverage under the Additional Coverage for Claims Preparation Costs.

e. Inventory Shortages

Loss or damage, or that part of any loss or damage, the proof of which as to its existence or amount is solely dependent upon:

- i. An inventory computation; or
- ii. A profit and loss computation

without any other evidence of crime or dishonesty.

However, where you establish wholly apart from such computations that you have sustained a loss, then you may offer your inventory records and actual physical count of inventory in support of the amount of loss claimed.

f. Legal Expenses

Fees, costs, and expenses related to any legal action.

g. Social Engineering Fraud

Loss or damage directly or indirectly resulting from **Social Engineering Fraud**.

h. Theft by Insureds, Related Entities and Employees

Loss or damage resulting directly or indirectly from **Theft** or any fraudulent, dishonest or criminal act committed by:

- i. You;
- ii. Your directors, trustees;
- iii. Your authorized representatives;
- iv. Your business partners; or
- v. Your **Employees**, except as set out in Coverage C Crime 1.(d) Employee Dishonesty.

This exclusion applies whether any of the above were acting alone or in collusion with other persons or entities.

i. Trading

Loss or damage resulting directly or indirectly from trading, whether in your name or in a genuine or fictitious account.

j. Additional exclusions applicable to Coverage C 1.(a) Computer Fraud and Funds Transfer Fraud

Coverage C 1(a) Computer Fraud and Funds Transfer Fraud does not apply to:

- i. **Credit Card Transactions:** loss resulting directly or indirectly from the use or purported use of credit, debit, charge, access, identification, cash cards or other cards or the information contained on such cards;

- ii. **Authorized Access:** Loss resulting from a fraudulent:

- a) of Data or computer instruction into; or
- b) change of Data or computer instruction within;

a **Computer System** by a person or organization with authorized access to that **Computer System**.

k. Additional exclusions applicable to Cover C 1.(d) Employee Dishonesty Coverage

Coverage C 1.(d) Employee Dishonesty does not apply to:

- i. **Cancellation of Insurance:** Loss or damage caused by any **Employee** of yours, or your predecessor, for whom similar prior insurance has been declined or cancelled and has not been reinstated.

l. Additional exclusions applicable to Coverage C 1.(f) Money and Securities and 1.(g) Other Property

Coverage C 1.(f) **Money** and **Securities** and C 1. (g) **Other Property** does not apply to:

- i. Transfer or Surrender of Property

Loss of or damage to **Money** or **Securities** and **Other Property** that has been transferred or surrendered to a person or place outside the **Premises** or **Banking Premises**:

- a) On the basis of unauthorized instructions;
- b) As a result of you or anyone acting on your express or implied authority being induced by any dishonest act to voluntarily part with title to or possession of any property; or
- c) As a result of a threat to:
 - (i) do bodily harm to any person;
 - (ii) damage to any property;
 - (iii) introduce a denial of service attack into a **Computer System**;

- (iv) introduce a virus or other malicious instruction into a **Computer System** which is designed to damage, destroy or corrupt data or computer programs stored within your **Computer System**;
 - (v) contaminate, pollute or render substandard your products or goods; or
 - (vi) disseminate, divulge, or utilize your confidential information or weaknesses in the source code within your **Computer System**.
- ii. Records

Loss of manuscripts, books of account or records.
- iii. Accounting or Arithmetical Errors or Omissions

Loss resulting from accounting or arithmetical errors or omissions.

PART 4: DEFINITIONS

COMMON DEFINITIONS: COVERAGES A, B, AND C

1.	Building	those permanent and temporary structures located on Premises including any contiguous additions or extensions and permanent fittings and fixtures attached to and forming part thereof.
2.	Operations	the operations carried on by the Named Insured in the normal course of its statutorily authorized activities as a Local Government, including the provision of local and regional services, imposition of fees and charges for the provision of services, use of property, or exercise of regulatory authority, and the use, development, operation, administration, and maintenance of property and recreational facilities.
3.	Income	<p>The sum of:</p> <ul style="list-style-type: none">(a) the estimated annual net income (Net Profit or Loss before income taxes) from all your Operations; and(b) continuing normal operating expenses incurred, including payroll. <p>But excludes any loss of Rental Value or incurred Extra Expense.</p>
4.	Clean Up	the removal, containment, treatment, decontamination, detoxification, stabilization, neutralization, or remediation of Pollutants , including testing which is integral to these process.
5.	Communicable Disease	<p>any disease, known or unknown, which can be transmitted by means of any substance or agent from any organism to another organism where:</p> <ul style="list-style-type: none">(a) the substance or agent includes, but is not limited to, a virus, bacterium, archaeon, parasite, protozoa, prions or other organism or pathogen or any variation or mutation thereof, whether deemed living or not;(b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne or aerosolized or droplet transmission, bodily fluid transmission, physical contact, vector-borne transmission, transmission from or to any surface or object, solid, liquid or gas or transmission between organisms, and

		(c) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property of any kind.
6.	Computer Equipment	tangible programmable electronic equipment that is used to store, retrieve and process electronic Data and associated tangible peripheral equipment that provides communication including input and output functions such as printing or auxiliary functions such as data transmission.
7.	Contents	Stock and Equipment and tenant's improvements.
8.	Contingent Property	<p>(a) property which provides you or to anyone else on your behalf with products, materials or services;</p> <p>(b) property which receives your products, materials or services that you produce or sell; or</p> <p>(c) property that is in the vicinity of your Operations and attracts revenue generating activities to your Premises</p> <p>provided such location is not under your ownership, controlled or occupied by you or a public utility which furnishes heat, light, power, gas, or water to you.</p>
9.	Covered Loss and Covered Losses	Direct physical loss or direct physical damage to Covered Property caused by a Covered Peril which occurs during the policy period and within the territorial limits of the policy.
10.	Covered Peril	Direct physical loss or direct physical damage by all risks except as excluded in this Policy.
11.	Covered Property	<p>except as excluded in this Policy, Covered Property means the following property owned by you or in which you have an insurable interest, or for which you are responsible for placing insurance and for which more specific coverage is not otherwise provided:</p> <p>(a) Buildings and Contents located on insured locations as listed on the statement of values provided to the MIABC; and</p> <p>ii. the additional limited property specifically provided for in the Additional Property Coverages.</p>
12.	Data	representations of information or concepts, in any form.

13.	Data Problem	<p>(a) Erasure, destruction, corruption, misappropriation, misinterpretation of Data;</p> <p>(b) Error in creating, amending, entering, deleting or using Data; or</p> <p>(c) Inability to receive, transmit or use Data.</p>
14.	Declarations	the applicable Declaration pages including any Schedule of Coverages .
15.	Earthquake	the sudden shaking or trembling of the earth that is tectonic or volcanic in origin and shall include snowslide, landslide or other sudden earth movements occurring concurrently with and directly resulting from an Earthquake shock.
16.	Employee	<p>(a) Any natural person:</p> <p>i. While in your regular employment or for 30 days after termination of employment;</p> <p>ii. Who you compensate directly by salary, wages or commissions; and</p> <p>iii. Who you have the right to direct and control in the performance of such employment;</p> <p>(b) Any natural person who is furnished temporarily to you:</p> <p>i. To substitute for a permanent Employee as defined in Paragraph (a) above, who is on leave; or</p> <p>ii. To meet seasonal or short-term work load conditions; while that person is subject to your direction and control and performing services for you, excluding, however, any such person while having care and custody of property outside the Premises.</p> <p>Employee does not mean:</p> <p>(a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or</p> <p>(b) Any Volunteer, director or trustee except while performing acts coming within the scope of the usual duties of an Employee.</p>

17.	Equipment	furniture, furnishings, fittings, fixtures, machinery, tools, utensils, appliances and generally all Contents other than Stock and inventory.
18.	Electronic Media	any tangible property on which Data is electronically recorded or stored.
19.	Explosion	<p>The following are not explosions within the intent or meaning of this section:</p> <ul style="list-style-type: none">(a) electric arcing or any coincident rupture of electrical equipment due to such arcing;(b) bursting or rupture caused by hydrostatic pressure or freezing;(c) bursting or rupture of any safety disc, rupture diaphragm or fusible plug.
20.	Extra Expense	<p>The excess of the total cost of conducting your Operations during the Indemnity Period over the total cost of conducting such Operations that would have been incurred had no loss occurred. Extra Expense does not include payroll expenses, that are required so that your Operations can return to the same quality of service that existed just prior to the Covered Loss and the reasonable extra cost of temporary repair and of expediting the repair or replacement of your lost or damaged property including overtime and the extra cost of express and other rapid means of transportation, but excludes:</p> <ul style="list-style-type: none">(a) all other direct or indirect loss or damage to property and any expense for physical property incurred to reduce Extra Expense loss (and then not to exceed the amount by which such loss is reduced with due consideration for salvage value of such property); or(b) extra expense in excess of that necessary to continue as nearly as practicable Normal conduct of your Operations;(c) cost of repairing or replacing any of the property that has been lost or damaged except costs in excess of the normal cost of such repairs or replacement necessarily incurred for the purpose of reducing the total amount of Extra Expense; and(d) loss of Income; and(e) loss of Rental Value.

21.	Fine Art	Fine Art includes, but is not limited to, paintings, etchings, pictures, tapestries and other bona fide works of art or virtue including, but not limited to, such rugs, statuary, marbles, bronzes, antique furniture, rare books, antique silver, manuscripts, porcelains, rare glass and bric-a-brac, clothing and costumes, all of which are rare or have historical value or artistic merit.
22.	Fire Protective Equipment	<p>Includes tanks, watermain, hydrants, valves and any other equipment whether used solely for fire protection or jointly for fire protection and for other purposes, but does not include:</p> <ul style="list-style-type: none">(a) branch piping from a joint system where such branches are used entirely for purposes other than fire protection;(b) any watermain or appurtenances located outside of the described Premises and forming a part of the public water distribution system; or(c) any pond or reservoir in which the water is impounded by a dam.
23.	Fungi	<p>includes but is not limited to:</p> <p>any form or type of mould, yeast, mushroom or mildew, whether or not allergenic, pathogenic or toxigenic, and any substance, vapour or gas produced by, emitted from or arising out of any Fungi or Spores or resultant mycotoxins, allergens or pathogens.</p>
24.	Flood	the rising of, the breaking out of, or the overflow of any body of water whether natural or human-made and including waves, tides, tidal waves and tsunamis.
25.	Green	products, materials, methods, and processes certified by a Green Authority that conserves natural resources, reduces energy or water consumption, avoids toxic or other polluting emissions or otherwise minimizes environmental impact.
26.	Green Authority	an authority on Green buildings, products, materials, methods or processes that is certified and accepted by Leadership in Energy and Environmental Design (LEED), Green Building Initiative Green Globes, Energy Star Rating System, Breeam or any other similar Green rating system recognized by the applicable jurisdiction.

27.	Insured	The Named Insured as well as other persons for which the Named Insured has the responsibility of placing property insurance and for which more specific coverage is not otherwise provided.
28.	Indemnity Period	<p>Indemnity Period</p> <p>With respect to loss of Income and Extra Expense, the Indemnity Period is the shortest of the following periods, starting from the time of loss or damage:</p> <ul style="list-style-type: none">(a) the time required to resume your normal Operations;(b) 18 consecutive months or any other Indemnity Period specified on the Declarations; or(c) If you do not plan to resume operations, the time that would have been reasonably necessary to repair, rebuild or replace the damaged property with due diligence and dispatch. <p>With respect to loss of Rental Value, the period during which the Covered Property is made untenable by a Covered Peril but not exceeding such length of time as would be required with the exercise of due diligence and dispatch to rebuild, repair or replace such part of the Covered Property destroyed or damaged and limited to a period of eighteen consecutive months (or as otherwise specified on the Declarations) from the date of such Covered Loss.</p>
29.	Leakage from Fire Protective Equipment	the leakage or discharge of water or other substance from within the equipment used for fire protection purposes for the Premises or for adjoining Premises and loss or damage caused by the fall or breakage or freezing of such equipment.
30.	Limit of Insurance	the blanket limit of insurance or any specific Limit of Insurance as indicated in this Policy or on the Declarations .
31.	Money	<ul style="list-style-type: none">(a) Currency, coins and bank notes in current use and having a face value; and(b) Travelers cheques, register cheques and money orders held for sale to the public. <p>Money does not include Virtual Currency.</p>
32.	Named Insured	the Local Government as stated on the Declarations .

33.	Newly Acquired Property	<ul style="list-style-type: none">(a) Contents, not otherwise excluded, which were acquired by you no more than 30 days before the loss, while at your Premises;(b) Building(s) and Contents, not otherwise excluded, at any location which were acquired by you no more than 30 days before the loss;(c) Building(s), not otherwise excluded, in the course of construction, including contractor's interest.
34.	Non-fungible Tokens	non-fungible tokens or any other information or data stored on a digital ledger, including blockchain, that certifies a digital asset to be unique or not interchangeable;
35.	Normal	the condition which would have existed had no damage of the type insured against occurred.
36.	Occurrence	<p>With respect to Coverages A and B:</p> <ul style="list-style-type: none">(a) a loss, disaster or casualty or series of losses, disasters or casualties arising out of or attributable to one cause or the same disaster or event. <p>With respect to Section C – Crime Coverage</p> <ul style="list-style-type: none">(b) as respects 1. Insuring Agreements (d) Employee Dishonesty, all loss caused by, or involving, one or more Employees, whether the result of a single act or series of acts;(c) as respects 1. Insuring Agreements (e) Forgery or (b) Credit Card Forgery, all loss caused by any person or in which that person is involved, whether the loss involves one or more transactions instruments;(d) As respects all other Insuring Agreements, all loss caused by:<ul style="list-style-type: none">i. An act or series of related acts involving one or more persons; orii. An act or event, or a series of related acts or events not involving any person.
37.	Pollutants	any solid, liquid, gaseous, thermal or other irritant or contaminant either naturally occurring or otherwise, and including but not limited to smoke, odour, vapour, fumes, acids, alkalis, chemicals, waste and urea-formaldehyde. Waste includes materials to be recycled, reconditioned or reclaimed.

38.	Premises	With respect to Coverage A and B, the entire area within the property lines at the insured locations set out in the statement of values, including contiguous areas in the open within 1,000 feet thereof, owned by the Insured . With respect to Coverage C, the interior of that portion of any Building at the insured locations set out in the statement of values, which you occupy in conducting your Operations .
39.	Radioactive Material	uranium, thorium, plutonium, neptunium, their respective derivatives and compounds, radioactive isotopes of other elements and any other substances which may be designated by an nuclear liability act, law or statute, or any law amendatory thereof, as being prescribed substances capable of releasing atomic energy, or as being requisite for the production, use or application of atomic energy.
40.	Rental Value	The sum of the: (a) total anticipated annual rental income from tenant occupancy of the Premises as furnished and equipped by you; (b) amount of all charges which are the legal obligation of the tenant(s) and which would otherwise be your obligations; and (c) estimated annual rental value of the unoccupied portion of the Premises ; (d) fair rental value of any portion of the Premises which is occupied by you.
41.	Riot, Vandalism or Malicious Acts	The term Riot includes open assemblies of strikers inside or outside the Premises who have quitted work and of locked-out Employees. There shall in no event be any liability hereunder for loss or damage: (a) due to cessation of work or by interruption to process or Operations or by change(s) in temperature; (b) due to Flood or release of water impounded by a dam, or due to any (c) explosion other than an explosion in respect of which there is insurance under Section D - Definitions 2. Definitions Applicable to Section A - Property Specified Perils Clause b); (d) due to theft or attempt thereat.

42.	Securities	negotiable and non-negotiable instruments or contracts representing either Money or property and includes: (a) Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; (b) Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you; and (c) but does not include Money or Virtual Currency or Non-Fungible Tokens .
43.	Spores	includes, but is not limited to: one or more reproductive particles or microscopic fragments produced by, emitted from or arising out of any Fungi .
44.	Stock	merchandise of every description, packing, wrapping and advertising materials, similar property belonging to others which the Insured is under obligation to insure or for which the Insured is legally liable.
45.	Terrorism	an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
46.	Valuable Papers and Records	written, printed or otherwise inscribed documents and records, including books, written bylaws, tax rolls, drawings, card index systems, maps, films, abstracts, deeds, mortgage and manuscripts but does not include any electronic Data or Electronic Media . Valuable Papers and Records also does not include any Money , or Securities .
47.	Virtual Currency	a digital or electronic medium of exchange that is used and accepted as a means of payment, but that is not issued by a central bank, government or public authority, including, but not limited to, any cryptocurrency.
48.	Windstorm	tornado, windstorm, cyclone, ice storm or hail which arise out of one atmospheric disturbance during any one continuous period of one hundred sixty-eight (168) hours.

49.	Windstorm or Hail:	There shall in no event be any liability hereunder for loss or damage: (a) to the interior of the Buildings insured or their Contents unless damage occurs concurrently with and results from an aperture caused by Windstorm or hail; (b) directly or indirectly caused by any of the following, whether driven by wind or due to Windstorm or not: snow-load, ice-load, tidal wave, high water, overflow, Flood , waterborne objects, waves, ice, land subsidence, landslide.
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COVERAGE C DEFINITIONS

1.	Computer Fraud	<p>The unlawful taking of Money, Securities or Other Property to the deprivation of the Insured resulting directly from fraudulent:</p> <p>(a) entry of Data or computer instructions into; or</p> <p>(b) change of Data or computer instructions within;</p> <p>any Computer System, including any such entry or change made via the internet, by a natural person or entity, other than an Employee or an individual under the direct supervision of the Insured. Provided such fraudulent entry or change causes:</p> <p>(a) Money, Securities or Other Property to be transferred, paid or delivered; or</p> <p>(b) The Insured's account at a Financial Institution to be debited or deleted.</p> <p>Computer Fraud does not include Social Engineering Fraud.</p>
2.	Fraudulent Instruction	<p>(a) An electronic, telegraphic, cable, teletype, telefacsimile or telephone instruction which purports to have been transmitted by you, but which was in fact fraudulently transmitted by someone else without your knowledge or consent; or</p> <p>(b) A written instruction issued by you, which was forged or altered by someone other than you without your knowledge or consent or which purports to have been issued by you, but was in fact fraudulently issued without your knowledge or consent.</p>
3.	Banking Premises	the interior of that portion of any building occupied by a banking institution or similar safe depository.

4.	Computer System	any computer or network of computers, including its input, output, process, storage and communication facilities, operating system or application software that is rented by, owned by, leased by, licensed to, or under the direct operational control of, the Insured .
5.	Discover, Discovery or Discovered	<p>(a) the time when the Insured first became aware of facts that would cause a reasonable person to assume that a loss of a type covered by Coverage C has been or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact amount or details of the loss may not then be known; or</p> <p>(b) the time when the Insured first received notice of an actual or potential claim in which it is alleged that the Insured is liable to a third party under circumstances which, if true, would constitute a loss under Coverage C.</p>
6.	Financial Institution	<p>(a) A bank, trust company, savings bank, credit union, savings and loan association, or similar banking institution; or</p> <p>(b) A stock brokerage firm, mutual fund, liquid assets fund, or similar investment institution.</p>
7.	Forgery	the signing of the name of another person or organization entity with intent to deceive; it does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose.
8.	Other Property	<p>any tangible property other than Money and Securities that you own or have an interest in that has intrinsic value but does not include:</p> <p>(a) any property excluded under Coverage C;</p> <p>(b) Virtual Currency or Non-fungible tokens; or</p> <p>(c) Intangible property such as computer programs or Data.</p>
9.	Robbery	the Theft of property from the care and custody of a person by violence or threat of violence, committed in the presence and cognizance of such person.
10.	Safe Burglary	<p>(a) The Theft of property from within a locked safe or vault located within the Premises or Financial Institution premises by a person unlawfully entering the safe or vault as evidenced by marks of forcible entry upon its exterior; or</p>

		(b) The Theft of a locked safe or vault from the Premises or Financial Institution premises.
11.	Social Engineering Fraud means:	the intentional misleading of an Employee or an Insured through the use of an instruction received by the Employee or the Insured that: <div><div>(a) Causes such Employee or such Insured to transfer, pay, or deliver money, securities or other property;</div><div>(b) Contains a misrepresentation of a material fact; and</div><div>(c) Is relied upon by such Employee or such Insured believing the material fact to be true.</div></div>
12.	Theft means:	the unlawful taking of Money , Securities or Other Property to the deprivation of the Insured .
13.	Third party	a natural person, other than: <div><div>(a) An Employee; or</div><div>(b) A natural person acting in collusion with an Employee.</div></div>
14.	Transfer Account means:	an account maintained by you at a Financial Institution from which you can initiate the transfer, payment or delivery of Money and Securities : <div><div>(a) By means of electronic, telegraphic, cable, teletype, telefacsimile or telephone instructions communicated directly through an electronic funds transfer system; or</div><div>(b) By means of written instructions establishing the conditions under which such transfers are to be initiated by such Financial Institution through an electronic funds transfer system.</div></div>

STATUTORY CONDITIONS

STATUTORY CONDITIONS

Misrepresentation

- (a)

If a person applying for insurance falsely describes the property to the prejudice of the MIABC, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the MIABC in order to enable it to judge the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.

Property of Others

- (a)

The MIABC is not liable for loss or damage to property owned by a person other than the Insured unless:

a)

otherwise specifically stated in the contract; or

b)

the interest of the Insured in that property is stated in the contract. Change of Interest
- (b)

The MIABC is liable for loss or damage occurring after an authorized assignment under the *Bankruptcy and Insolvency Act* (Canada) or a change of title by succession, by operation of law or by death.

Material Change in Risk

- (c)

i.

The Insured must promptly give notice in writing to the MIABC or its agent of a change that is:

a)

material to the risk; and

b)

within the control and knowledge of the Insured.
- ii.

If an insurer or its agent is not promptly notified of a change under Sub-paragraph

a)

of this condition, the contract is void as to the part affected by the change.

iii.

If an insurer or its agent is notified of a change under Sub-paragraph (1) of this condition, the MIABC may:

a)

terminate the contract in accordance with Statutory Condition 5; or

b)

notify the Insured in writing that, if the Insured desires the contract to continue in force, the Insured must, within fifteen (15) days after receipt

of the notice, pay to the MIABC an additional premium specified in the notice.

- iv. If the Insured fails to pay an additional premium when required to do so under Sub- paragraph (3) (b) of this condition, the contract is terminated at that time and

Statutory Condition 5 (2) (a) applies in respect of the unearned portion of the premium.

Termination of Insurance;

- (d) i. The contract may be terminated:
 - a) by the MIABC giving to the Insured fifteen (15) days' notice of termination by registered mail or five (5) days' written notice of termination personally delivered; or
 - b) by the Insured at any time on request.
- ii. If the contract is terminated by the MIABC:
 - a) the MIABC must refund the excess of premium actually paid by the Insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract; and
 - b) the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable.
- iii. If the contract is terminated by the Insured, the MIABC must refund as soon as practicable the excess of premium actually paid by the Insured over the short rate premium for the expired time specified in the contract, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the contract.
- iv. The fifteen (15) day period referred to in Sub-paragraph (1) (a) of this condition starts to run on the day the registered letter or notification of it is delivered to the Insured's postal address.

Requirements After Loss

- (e) i. On the happening of any loss of or damage to Insured Property, the Insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Condition 9:

- a) immediately give notice in writing to the MIABC;
- b) deliver as soon as practicable to the MIABC a proof of loss in respect of the loss or damage to the Insured property verified by statutory declaration:
 - (i) giving a complete inventory of that property and showing in detail quantities and cost of that property and particulars of the amount of loss claimed;
 - (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the Insured knows or believes;
 - (iii) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the Insured;
 - (iv) stating the amount of other insurances and the names of other insurers;
 - (v) stating the interest of the Insured and of all others in that property with particulars of all liens, encumbrances and other charges on that property;
 - (vi) stating any changes in title, use, occupation, location, possession or exposure of the property since the contract was issued; and
 - (vii) stating the place where the Insured property was at the time of loss;
- c) if required by the MIABC, give a complete inventory of undamaged property showing in detail quantities and cost of that property; and
- d) if required by the MIABC and if practicable:
 - (i) produce books of account and inventory lists;
 - (ii) furnish invoices and other vouchers verified by statutory declaration; and
 - (iii) furnish a copy of the written portion of any other relevant contract.
- ii. The evidence given, produced or furnished under Sub-paragraphs (1) (c) and (d) of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

Fraud

- (f) Any fraud or wilfully false statement in a statutory declaration in relation to the particulars required under Statutory Condition 6 invalidates the claim of the person who made the declaration.

Who May Give Notice and Proof

- (g) Notice of loss under Statutory Condition 6 (1) (a) may be given and the proof of loss under Statutory Condition 6 (1) (b) may be made:
 - i. by the agent of the Insured if:
 - a) the Insured is absent or unable to give the notice or make the proof; and
 - b) the absence or inability is satisfactorily accounted for; or
 - ii. by a person to whom any part of the insurance money is payable, if the Insured refuses to do so or in the circumstances described in clause (a) of this condition.

Salvage

- (h) i. In the event of loss or damage to insured property, the Insured must take all reasonable steps to prevent further loss or damage to that property and to prevent loss or damage to other property insured under the contract, including, if necessary, removing the property to prevent loss or damage or further loss or damage to the property.
- ii. (2) The MIABC must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the Insured under Sub-paragraph (1) of this condition.

Entry, Control, Abandonment

- (i) After loss of damage to insured property, the MIABC has:
 - i. an immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage; and
 - ii. after the Insured has secured the property, a further right of access and entry by accredited representatives sufficient to enable them to appraise or estimate the loss or damage, but
 - a) without the Insured's consent, the MIABC is not entitled to the control or possession of the Insured property; and

- b) without the MIABC's consent, there can be no abandonment to it of the Insured property.

In Case of Disagreement

- (j) i. In the event of disagreement as to the value of the insured property, the value of the property saved, the nature and extent of the repairs or replacements required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable dispute resolution process set out in the Insurance Act, whether or not the Insured's right to recover under the contract is disputed, and independently of all other questions.
- ii. There is no right to a dispute resolution process under this condition until:
 - a) a specific demand is made for it in writing; and
 - b) the proof of loss has been delivered to the MIABC.

When Loss Payable

- (k) Unless the contract provides for a shorter period, the loss is payable within sixty (60) days after the proof of loss is completed in accordance with Statutory Condition 6 and delivered to the MIABC.

Repair or Replacement

- (l) i. Unless a dispute resolution process has been initiated, the MIABC, instead of making payment, may repair, rebuild or replace the insured property lost or damaged, on giving written notice of its intention to do so within thirty (30) days after receiving the proof of loss.
- ii. If the MIABC gives notice under Sub-paragraph i) of this condition, the MIABC must begin to repair, rebuild or replace the property within forty-five (45) days after receiving the proof of loss, and must proceed with all due diligence to complete the work within a reasonable time.

Notice

- (m) i. Written notice to the MIABC may be delivered at, or sent by registered mail to, the chief agency or head office of the MIABC in the Province.
- ii. Written notice to the Insured may be personally delivered at, or sent by registered mail addressed to, the Insured's last known address as provided to the MIABC by the Insured.

PART 5: APPENDICES

1. EARTHQUAKE ENDORSEMENT

This insurance is hereby extended to include physical loss or physical damage caused directly by **Earthquake**, if otherwise covered under the policy, subject to the following conditions:

- (a) Time Period: MIABC shall not be liable for any loss or damage caused by any **Earthquake** shock occurring before the date of inception of this policy or after the expiration of this policy.
- (b) Exclusions:
 - i. This extension of coverage shall not apply to resulting loss or damage to underground infrastructure such as sewers, watermain, utility or other pipes and drains, including all component parts thereof, caused directly or indirectly by **Earthquake**. These remain excluded.
 - ii. This endorsement does not cover loss or damage caused directly or indirectly by any of the following perils whether or not caused by or attributable to **Earthquake**: fire, explosion, smoke, "leakage from fire protective equipment", theft, riot, vandalism or malicious acts, **Flood** of any nature, waves, tides, tidal waves, high water, waterborne objects or ice.
- (c) Occurrence: Any **Earthquake** shock(s), whether foreshocks, mainshock, or aftershocks, occurring within any consecutive one hundred sixty-eight (168) hours shall be deemed to be a single **Earthquake** and any covered loss or damage caused by such peril shall be deemed to be one and the same **Occurrence** regardless of the number of **Insureds**, locations, or **Premises** effected.
- (d) Deductible: the MIABC will pay the amount of loss or damaged covered under this endorsement in excess of the applicable dollar deductible or percentage deductible amount as shown on the **Declarations**, whichever deductible amount is greater, for each location for which insurance is being claimed. To determine the percentage deductible amount, multiply the applicable percentage by the actual cash value (or for those items subject to a replacement cost endorsement, the replacement cost) of the total value of the covered lost or damaged property immediately prior to the loss or damage.
- (e) Extension: The MIABC shall be liable under this endorsement for physical loss or physical damage to **Covered Property**, directly caused by wind, hail, rain or snow entering a **Building** through an opening in the roof or walls directly resulting from an **Earthquake**.

- (f) Pro rata clause: The MIABC shall only be liable for that proportion of a loss payable under this endorsement which the amount insured hereunder bears to the total amount of insurance covering physical property damage at the same location. If the policy covers two or more items or locations, this provision shall apply to each item separately.

Except as otherwise provided in this endorsement all terms, including all exclusions, definitions, provisions and conditions of the policy shall have full force and effect.

2. FLOOD ENDORSEMENT

This insurance is hereby extended to include physical loss or physical damage caused directly by the peril of **Flood**, if otherwise covered under the policy, subject to the following conditions:

- (a) Excluded Property: this extension of coverage shall not apply to resulting loss or damage to underground infrastructure such as sewers, watermain, utility or other pipes and drains, including all component parts thereof, caused directly or indirectly by **Flood**.
- (b) Excluded Risks: This endorsement does not cover loss or damage caused directly or indirectly by:
 - i. water which backs up through sewers, sumps, septic tanks or drains;
 - ii. water below the surface of the ground including that which exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basement or other floors, or through doors, windows or other openings in such sidewalks, driveways, foundations, walls or floors;
 - iii. any of the following perils whether or not caused by or attributable to **Flood**: fire, explosion, smoke, "leakage from fire protective equipment" or from a watermain, theft, riot, vandalism or malicious acts.
- (c) Occurrence: Any **Flood**(s) occurring within any consecutive one hundred sixty-eight (168) hours shall be deemed to be a single **Flood** and any covered loss or damage caused by such peril shall be deemed to be one and the same **Occurrence**, regardless of the number of **Insureds**, locations or **Premises** effected.
- (d) Deductible: the MIABC will pay the amount of loss or damage covered under this endorsement in excess of the applicable dollar deductible amount as shown on the **Declarations** for each **Occurrence**.

- (e) Extension: The MIABC shall be liable under this endorsement for physical loss or physical damage to the property insured, caused by wind, hail, rain or snow entering a building through an opening in the roof or walls directly resulting from a **Flood**.
- (f) Pro rata clause: The MIABC shall only be liable for that proportion of a loss payable under this endorsement which the amount insured hereunder bears to the total amount of insurance covering physical property damage at the same location. If the policy covers two or more items or locations, this provision shall apply to each item separately.

Except as otherwise provided in this endorsement all terms, including all exclusions, definitions, provisions and conditions of the policy shall have full force and effect.

SPECIAL RESOLUTION 2022-8: APPENDIX V

APPENDIX V

Pollution Exclusion

1. The LPA pollution exclusion and definition currently reads:

Coverage under Coverage A, B, and C does not apply to the following:

Pollution Exclusions

Pollution liability involving:

(a) Claims in which it is alleged an Insured Party caused or contributed to the release, escape, discharge, dispersal, or presence of **Pollutants**.

There are four exceptions to the application of exclusion (a).

Exception 1

Exclusion 17(a) shall not apply to a sewer back up into a building.

Exception 2

Exclusion 17(a) shall not apply if such release, escape, discharge, dispersal, or presence is:

- Unintended;
- Unexpected;
- Detected by an **Insured Party** within 240 hours after the commencement; and
- Reported to the **Association** within 120 hours of being detected.

Exception 3

Exclusion 17(a) shall not apply to damages that have been caused directly and solely by:

- Heat, smoke, or fumes from a fire which becomes uncontrollable or breaks out from where it was intended to be;
- Explosion;
- Collision;
- Falling object;
- Lightning;
- Windstorm; and

- Acts of vandalism, sabotage, or malicious mischief neither expected nor intended from the standpoint of an **Insured Party**.

Exception 4

Exclusion 17(a) shall not apply if such release, escape, discharge, dispersal, or presence of **Pollutants** is in, or on, premises or facilities owned, rented, managed, or controlled by an **Insured Party**, but this exception shall not apply to any migration of the **Pollutants** beyond such premises or facilities. Coverage under this exception is a \$2,000,000.00 limit of liability for each claim or **Occurrence**.

(b) Claims arising out of an **Insured Party**'s direct or indirect **Regulatory Liability**, including indemnity or contribution obligations, arising as a result of the release, escape, discharge, dispersal, or presence of **Pollutants**;

(c) Claims for damages caused by **Pollutants** arising out of solid waste transportation, handling, storage, disposal, processing, or treatment by the **Insured Party** or any party for whom the **Insured Party** may be legally responsible for.

There is an exception to exclusion 17(c) for damages that have been caused directly and solely by:

- Heat, smoke, or fumes from a fire which becomes uncontrollable or breaks out from where it was intended to be;
- Explosion;
- Collision;
- Falling object;
- Lightning;
- Windstorm; and
- Acts of vandalism, sabotage, or malicious mischief neither expected nor intended from the standpoint of an **Insured Party**.

(d) Fines, penalties, punitive, or exemplary damages arising directly or indirectly out of the release, escape, discharge, dispersal, or presence of any **Pollutants**.

The following definitions shall apply to Pollution Exclusions 17(a) to (d) listed above:

Pollutants: Any solid, liquid, gaseous, thermal or electromagnetic irritant, or contaminant, either naturally occurring or otherwise, and including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals, waste, urea formaldehyde, and electromagnetic currents. 'Waste' includes materials to be recycled, reconditioned, or reclaimed. The term 'Pollutants'

includes the singular word pollutant and any threatened or alleged release, escape, discharge, dispersal, or presence of a pollutant.

Regulatory Liability: Any liability for losses, costs, or expenses arising directly or indirectly out of any statutory requirement or governmental order, action, direction, or request to test for, investigate, monitor, cleanup, remove, relocate, contain, treat, detoxify, decontaminate, or neutralize **Pollutants**.

2. We propose to insert the following text after the four exceptions and before the definitions of Pollutants and Regulatory Liability:

Exclusion 17(a) and (c) do not apply to activities engaged in by the **Subscriber** under a master services agreement with Recycle BC or any trade name utilized by what is currently Recycle BC. Coverage under this exception is a \$1,000,000.00 limit of liability for each claim or Occurrence.

SPECIAL RESOLUTION 2022-9: APPENDIX VI

APPENDIX VI

Cyber Coverage

1. The LPA cyber coverage sub-limit currently reads:

If an Insured Party seeks defence or indemnity under this Agreement and the loss, for which defence and indemnity is sought, arises directly, or indirectly, from or contributes concurrently or in any sequence to:

- 1. Asbestos including any materials containing asbestos;
- 2. Fungi including any fungus or by product or type of infestation produced by such fungi;
- 3. Terrorism including any ideologically motivated unlawful acts;
- 4. Cyber risks including the erasure, destruction, corruption, misappropriation, misinterpretation of data, or the erroneous creation, entering, or deletion of data;
- 5. Liability pursuant to section 30(1) of the Wildfire Act, SBC 204, c.31; and/or
- 6. Unmanned Aircraft Vehicle Systems (UAVS);

then there is a limit of \$2,000,000.00 on the part of the Association, for the investigation, defence and indemnity of such losses.

2. We propose to bold the phrase “Cyber Risk” in item 4 of the Sub-limits section and make it a defined phrase. In addition, we would include the following definition of “Cyber Risk” in the Definitions section of the policy.

Cyber Risk means, but is not limited to, the terms, conditions, and all definitions set out by the reinsurance treaty attached to this **Agreement**. If the reinsurance treaty is not attached to this **Agreement**, a copy can be obtained on request from the **Association**. Without limiting the generality of the foregoing, **Cyber Risk** also includes the erasure, destruction, corruption, misappropriation, misinterpretation of data, or the erroneous creation, entering, or deletion of data.

**REGIONAL AREA ASSOCIATION REPRESENTATIVE –
AKBLG REGION**



Rob Gay
BOARD CHAIR, REGIONAL DISTRICT OF EAST KOOTENAY

I have served as your AKBLG Director for the MIABC for the past three years and seek your support to continue serving as a director.

Local governments in BC continue to benefit from owning and operating their own insurance association. Initially founded to provide liability insurance, the association has evolved and now offers property insurance. I am very proud that our association focuses on excellent governance and provides extensive member services, including prompt claims adjudication. It is vitally important to work hard to reduce risk and the number of claims. MIABC staff have developed an array of services that help identify and manage risks to members.

I am completing my 5th term as Electoral Area Director and plan to run in this October's election. I am serving my 11th year as Board Chair of the Regional District of East Kootenay and am in my 8th year as a Trustee with the MFABC. I am a life member of AKBLG and active on a number of regional committees.

I would very much like to continue to serve as a MIABC Director and would appreciate your consideration.

**REGIONAL AREA ASSOCIATION REPRESENTATIVE –
AVICC REGION**



Penny Cote
DIRECTOR, ALBERNI-CLAYOQUOT REGIONAL DISTRICT

Penny Cote, President Elect and Executive Member of the Association of Vancouver Island and Coastal Communities (AVICC) for the past six years. Serving my community since 2005 as the Sproat Lake Electoral Director on the Alberni-Clayoquot Regional District (ACRD). With over 17 years' experience in local government serving, I have gained a great deal of knowledge of local government challenges and abilities when looking for partnerships and support to meet our communities' unique needs.

I was appointed to the MIABC Board in 2018 as the Association of Vancouver Island and Coastal Communities (AVICC) Director, standing consecutively on the Governance Committee, Claims Committee, Finance Committee, and now the Chair of the Member Services Committee. I continue to embrace the culture, vision, and mission, purposed through opportunities and initiatives developed by the MIABC's dedicated team, who serve each member equally and uniquely.

I am committed to serve on the Board of Directors of the Municipal Insurance Association of BC for our AVICC members with your support.

REGIONAL AREA ASSOCIATION REPRESENTATIVE – LMLGA REGION



Jack Crompton
MAYOR, RESORT MUNICIPALITY OF WHISTLER

My name is Jack Crompton, and I am serving my first term as Mayor of Whistler. I am running for the Regional Area Association Representative – LMLGA Region. I have now served on the MIABC Board for five years and have enjoyed every minute.

I love my town and the people who live here. My grandparents were original shareholders in the Garibaldi Lift Company, and we have been engaged in business and community organizations since then.

My professional life has focused mainly on transportation and software. I founded Whistler Resort Cabs and operated the company until selling it in 2008. I then founded and served as CEO for Ridebooker; a Whistler based transportation software company. I am fascinated by political history, local government, and international affairs.

Carolyn and I have four children; Georgia, Margaret, Van, and Harriet. They enjoy "the beautiful game", mountain biking, skiing, and being in the mountains.

Please consider Jack Crompton for the MIABC board. Thanks!

REGIONAL AREA ASSOCIATION REPRESENTATIVE – NCLGA REGION



Gord Klassen
COUNCILLOR, CITY OF FORT ST. JOHN

I am currently in my third term as City Councillor in Fort St. John, and it has been my privilege to serve on the MIABC Board since 2016, representing the North Central Local Government Association (NCLGA).

During my years as a City Councillor, as well as my time on the NCLGA board, including a year as president, I have seen the unique challenges and opportunities that we face as local governments in our part of the province, and I bring that NCLGA perspective to the MIABC. While I work hard with the MIABC Board and staff for the benefit of all our members, I do so through the lens of someone who comes from the North Central region.

Over the past six years, I have committed myself to become familiar with the operations of the MIABC and have served on the Member Services and Governance Committees. I believe my understanding and experience in policy and governance allows me to engage productively in Board discussions and make a positive and meaningful contribution to the MIABC.

I look forward to continuing to represent the NCLGA on the MIABC Board, and I truly appreciate your support. Thank you!

REGIONAL AREA ASSOCIATION REPRESENTATIVE – SILGA REGION



Adam Etchart
COUNCILLOR, CITY OF MERRITT

My name is Adam Etchart, councillor with the City of Merritt and licenced insurance agent in the province of BC for over 20 years. I've had the opportunity to work in personal and commercial insurance, as well as personal and commercial auto. I was also a motor licence agent for ICBC.

My experience has given me the opportunity to work with many companies and learn a lot about risk management, claims, market trends, and products in the ever changing insurance market. With changes in our global economy come hardening markets and more complex insurance needs. I have a passion for helping others with their insurance needs and feel I would enjoy being part of the MIABC board.

Thank you for voting.



Kevin Flynn
COUNCILLOR, CITY OF SALMON ARM

I am a fifth term City Councillor for the City of Salmon Arm. I am also the current Chair of the Columbia Shuswap Regional District and on the Board of the Municipal Finance Authority. I served on the MIA Board for five years and was honoured to be chosen as one of the MIA's "Thirty for 30 Years" in 2017. Serving on the MIA Board in the past was one of my most rewarding experiences in local government.

I have a Bachelor of Commerce from the UBC Sauder School of Business. I have 36 years of insurance industry experience, specializing in Employee Benefits, Pension Planning, and Business Insurance Planning. I am a Chartered Life Underwriter (CLU) and Certified Financial Planner (CFP). My wife (Cathy), my son (Chris), and I own and operate Salmon Arm Financial Ltd. My education, combined with my significant industry, local government, and MIA experience, make me an ideal candidate to represent elected officials on the MIA Board.

I strongly believe in the reciprocal and cooperative model of the MIA. I also believe that the Board mix of elected officials and staff is ideal to represent our member local governments. I am a team player and really enjoyed my time on the board and would like to return to represent our members.

In my personal life, I am extremely active and competitive. Golf, both recreationally and competitively, is my biggest passion. I have also organized numerous Master's and Men's basketball teams and have travelled around the world for competitions. I am a proud "Grumpa" to two wonderful grandsons.

I respectfully request your support to allow me to return as a Director on the MIA Board.



Ruth Hoyte
COUNCILLOR, DISTRICT OF COLDSTREAM

Ruth Hoyte joined the MIABC Board in 2019 and currently serves on both the Claims and Member Services Committees, in addition to serving on the SILGA Board.

Bringing a wide variety of insurance experience to the table, Ruth operated a family insurance brokerage for 25 years, as well as serving on the Insurance Brokers Association of BC and the Insurance Council of BC.

Ruth feels blessed to serve her community as councillor and is involved and supports many community organizations as a volunteer. She has also served in leadership roles with the Vernon Chamber of Commerce, Downtown Vernon Association, and Vernon Women in Business. Believing that offering support to organizations whose mandates include making the community better can only add to the success of both businesses and residents. Serving on the MIABC Board has afforded Ruth the opportunity to continue her passion for giving back.



**ANNUAL GENERAL MEETING RULES AND
PROCEDURE BYLAW**

GENERAL RULES

- 1. Sessions will begin and end promptly at the scheduled hours.
- 2. Delegates will use the floor microphones when speaking.
- 3. The Subscriber's representative, appointed by resolution of its council, trustees, directors, or other elected officials and delivered to the Board, shall be entitled to vote for the interests of the Subscriber.

All elected and appointed officials of subscribing members may attend the Annual General Meeting as guest delegates and shall not be entitled to the privilege of the floor unless authorized by the Meeting. Guest speakers may be permitted at the discretion of the Executive Board.

- 4. The quorum for a meeting of the Subscribers shall be 50% of the Subscribers. If 50% of the Subscribers are not present in person through their duly authorized representatives at the meeting of the Subscribers, accommodation will be made for electronic casting of ballots to be cast before the next meeting of the Subscribers.

VOTING RULES

- 5. Only one appointed representative of a subscribing member shall be entitled to vote.
- 6. Voting on resolutions shall normally be by a show of hands (holding the voting card), and the Chairperson's decision as to whether a motion is won or lost is final

unless, immediately upon the decision of the Chairperson being declared, ten or more voting representatives then present by standing, demand a standing vote, whereupon the Chairperson shall again put the same question to the Annual General Meeting to be decided by a count of those standing in favour of and against the motion. In the event that the result of the standing vote is questioned by 50 or more voting representatives then present, or at any time at the discretion of the Chairperson, the Chairperson shall order that the matter before the Annual General Meeting be determined by ballot, and the result of such ballot shall be final.

7. Where voting is by ballot, scrutineers shall be appointed by the Chairperson to distribute the ballot, collect the same, and to count and report the vote.
8. In all cases, where the votes of representatives then present, including the vote of the Chairperson, are equal for and against a question, the question shall be negated, and it shall be the duty of the Chairperson to so declare.
9. No vote by proxy shall be recognized or allowed.
10. When voting by show of hands, all representatives shall hold their voting card. In the case of a ballot, the voting card must be presented and initialled by the scrutineers before a ballot is issued.

RULES OF PROCEDURE

11. The fundamental principles of British parliamentary rules of procedure shall govern the proceedings of the Municipal Insurance Association of BC, so far as they may be applicable without coming in conflict with the Reciprocal Agreement and Bylaws.

12. The Presiding Officer shall enforce order and strict observance of the Reciprocal Agreement and Bylaws. Subject to an appeal to the meeting sustained by a majority vote of representatives present, the Presiding Officer shall have the right to decide all questions of order, and their ruling in this regard shall be final.
13. A representative wishing to move, second, or speak to a motion shall rise and address the Chairperson and shall wait until they are recognized before speaking. The representative must announce their name, municipal or regional office, and municipality or regional district or other qualifications each time they rise to speak.
14. Representatives must confine their remarks to a maximum speaking period of two minutes. The introducer of a motion is permitted three minutes.
15. No representative may speak more than once on any one question unless, and until, all other representatives desiring to speak have been heard.
16. Any amendment and any motion to withdraw any resolution from consideration of the meeting or to refer the same to the Executive Board or to any other committee and any motion affecting the resolution must be moved and seconded from the meeting floor.
17. Should discussion continue on any resolution for an undue length of time without reasonable agreement being reached, the resolution may be cleared from the floor by a favourable vote to refer the resolution to the Executive Board for further consideration and report.

NOMINATION AND ELECTION PROCEDURE BYLAW

BOARD OF DIRECTORS

The Board of Directors of the Municipal Insurance Association of British Columbia (MIABC) shall be composed of:

- Five Regional Area Association representatives;
- Four Deductible Group representatives (one from each of Deductible Group A, B, C, and D);
- One Regional District representative; and
- Five Directors at Large.

NOMINATION PROCEDURES

1. At the last Board meeting in each calendar year, the Board shall appoint a Nominating Committee of three persons.
2. It shall be the duty of the Nominating Committee to:
 - a) Issue a call for nominations for each position to be received no later than March 31st of the following year for consideration for election at the Annual General Meeting;
 - b) Ensure nomination materials include the following four items: (i) a completed “Personal Information Return” in the form provided by the BC Financial Services Authority; (ii) a bankruptcy and insolvency report; (iii) a criminal record check report; and (iv) a current resume;
 - c) Review the credentials of nominees to ensure each is qualified to hold office pursuant to Article 3 of the Reciprocal Insurance Exchange Agreement and advise those who are not eligible to hold office;
 - d) Notify members of upcoming positions for election and encourage nominees to provide expressions of interest and background information to be available to members before the Annual General Meeting; and

- e) Provide nominees the opportunity to make a two-minute speech of their interest in serving on the Board at the Annual General Meeting.
3. The Chair of the Nominating Committee shall present the nominations for the positions of:
 - Regional Area Association representatives;
 - Deductible Group representatives;
 - Regional District representative; and
 - Directors at Large.
 4. Nominations shall not require a seconder. The nomination shall state only the candidate's name, official position, municipality or regional district, and the position for which the candidate is being nominated.
 5. If, at the close of nominations, only five qualified nominees for the positions of Regional Area Association representative are validly nominated, the Chair of the Nominating Committee shall forthwith proclaim the candidate elected.
 6. If, at the close of nominations, only one qualified nominee for each position of Deductible Group representative or Regional District representative stands validly nominated, the Chair of the Nominating Committee shall forthwith proclaim the candidates elected.
 7. If, at the close of nominations, only five qualified nominees for the positions of Director at Large stand validly nominated, the Chair of the Nominating Committee shall forthwith proclaim the candidates elected.

ELECTION PROCEDURES

8. Each Subscriber shall appoint, by resolution of its Council or Board, a representative and two alternates to vote the interests of the Subscriber and shall deliver a certified copy of such resolution to the MIABC Board Secretary. The MIABC Board Secretary will in turn issue each representative a voting card. Each representative shall present their voting card to the scrutineers at the time of registering for the election and before receiving a ballot.

9. The election shall be held within 48 hours of the Annual General Meeting.

10. If any election is to be held, ballot papers shall be prepared and distributed. In the case of elections for the Regional Area Association representatives and Deductible Group or Regional District representatives, individual ballots shall be used. In the case of an election for the five positions of Directors at Large, one ballot shall be used. The names of the candidates shall be printed alphabetically in order of surnames on the ballots and shall show only the candidate's name, official position, municipality or regional district and, if applicable, their Deductible Group. Before any ballot is taken, any person nominated may decline or withdraw their name.

11. Scrutineers shall be appointed by the Chair of the Nominating Committee, and it shall be among the duties of such scrutineers to count the votes on the ballots and declare the results to the Chair of the Nominating Committee, who shall report the results of the election. Any ballots marked for more than the number of positions to be elected shall be dismissed as spoiled ballots.

12. Only one duly accredited representative from each member municipality and regional district who is present at the Annual General Meeting shall be entitled to vote. No vote by proxy shall be recognized or allowed.
13. Each subscribing municipality and regional district shall be entitled to one ballot for each of the positions they are eligible as electors. Membership in a Regional Area Association shall entitle a subscriber to one ballot for that Regional Area Association's representative. Membership in a Deductible Group shall entitle a Subscriber to one ballot for that group's representative. Regional districts shall be entitled to one ballot for the Regional District representative. All Subscribers shall be entitled to one ballot for each of the five Director at Large positions.

14. In the case of election for Directors at Large, the Chair of the Nominating Committee shall declare, as elected, the five candidates with the highest number of votes.

15. If, at the close of nominations, more than one candidate stands validly nominated for each of the five positions of Regional Area Association representative, Deductible Group representative, Regional District representative, or the five positions of Director at Large, the Chair of the Nominating Committee shall cause elections to be held, as may be required.

16. In the event of a tie vote, the Nominating Committee, taking into account a balance in representation in each area of the Province and between elected and non-elected officials on the Board, shall decide the election.

2021 BOARD OF DIRECTORS



Top, left to right:

- Lance Kayfish**
DIRECTOR AT LARGE, CITY OF KELOWNA

Director Penny Cote
AVICC REPRESENTATIVE,
ALBERNI-CLAYOQUOT REGIONAL DISTRICT

Steffan Klassen
GROUP C REPRESENTATIVE, TOWN OF CRESTON

Stuart Horn
REGIONAL DISTRICT REPRESENTATIVE,
REGIONAL DISTRICT OF CENTRAL KOOTENAY

Lance Bredeson
DIRECTOR AT LARGE, CITY OF RICHMOND

Chair Rob Gay
AKBLG REPRESENTATIVE,
REGIONAL DISTRICT OF EAST KOOTENAY

Bottom, left to right:

- Stephanie Munro**
DIRECTOR AT LARGE, DISTRICT OF NORTH SAANICH

Councillor Myers Bennett
GROUP B REPRESENTATIVE, TOWN OF OSOYOOS

Karen Grommada
GROUP D REPRESENTATIVE, CITY OF PORT COQUITLAM

Councillor Ruth Hoyte
SILGA REPRESENTATIVE, DISTRICT OF COLDSTREAM

Not Pictured:
Mayor Jack Crompton
LMLGA REPRESENTATIVE,
RESORT MUNICIPALITY OF WHISTLER

Councillor Gord Klassen
NCLGA REPRESENTATIVE, CITY OF FORT ST. JOHN

Clay Nelson
DIRECTOR AT LARGE, DISTRICT OF WEST VANCOUVER

Roy Scott
GROUP A REPRESENTATIVE, DISTRICT OF 100 MILE HOUSE

Sheryl Worthing
DIRECTOR AT LARGE, VILLAGE OF BURNS LAKE

ADMINISTRATION



Megan Chorlton
CHIEF EXECUTIVE
OFFICER



Leigh Latchford
HUMAN
RESOURCES
MANAGER



Glenn McLaughlin
ONE SHIELD
PROJECT MANAGER



Heidi Scribner
ADMINISTRATOR &
BOARD SECRETARY



Claudia Chan
MANAGER OF
ADMINISTRATIVE
SERVICES



Hilda Strohan
OFFICE SERVICES
ASSISTANT

FINANCE



Maria Creighton
CHIEF FINANCIAL
OFFICER



Pritika Pratap
ACCOUNTANT

INSURANCE SERVICES



Nicole Purves
DIRECTOR OF
INSURANCE
SERVICES



Sandra Mayo
MANAGER OF RISK
MANAGEMENT
SERVICES



Marina Sen
MANAGER
OF MEMBER
ENGAGEMENT



Erica Shi
INSURANCE
PROGRAMS
ADMINISTRATOR



Tony Lin
RISK MANAGEMENT
DATA ANALYST



Jacinta Wu
RISK MANAGEMENT
ADVISOR



Satvinder Kaur Sekhon
INSURANCE SERVICES
ADMINISTRATOR

CLAIMS & LEGAL SERVICES



Sherman Chow
DIRECTOR OF
CLAIMS



Michelle Bourque
CLAIMS EXAMINER



David Hooper
CLAIMS EXAMINER



Kevin Travis
CLAIMS EXAMINER



David Tupper
CLAIMS & RISK
ANALYST



Bryan Wong
ROAD ADJUSTER



Maryam Sherkat
GENERAL COUNSEL &
CHIEF RISK OFFICER



Samantha Boyce
MANAGER OF
STRATEGIC
INNOVATION &
ASSISTANT GENERAL
COUNSEL



Dana Romanick
LEGAL COUNSEL



Steven Gares
LEGAL COUNSEL



Jordan Hauschildt
LEGAL COUNSEL



Brian Lee
LEGAL COUNSEL



Judy Yee
LEGAL ASSISTANT



Annalee Diguangco
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