

THE CORPORATION OF THE TOWN OF DEEP RIVER

By-law Number 19-2018

**A BY-LAW TO AUTHORIZE THE TOWN OF DEEP RIVER TO ENTER INTO A  
FIRE PROTECTION SERVICES AGREEMENT WITH CANADIAN NUCLEAR  
LABORATORIES LTD.**

**WHEREAS** Section 8 (1) and 9 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, provide that the powers of a municipality under this or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues and has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;


**AND WHEREAS** the Town of Deep River (the "Town") wishes to enter into this Agreement with Canadian Nuclear Laboratories Ltd. in order to receive assistance with the provision of fire services within the Town of Deep River;

**NOW THEREFORE BE IT RESOLVED THAT** the Council of the Corporation of the Town of Deep River enacts as follows:

1. **THAT** the Corporation of the Town of Deep River hereby enters into an Agreement regarding assistance with Fire Protection Services (attached hereto this By-law Schedule A) with Canadian Nuclear Laboratories Ltd.
2. **THAT** Joan Lougheed, Mayor and Glenn Doncaster, Reeve are hereby authorized to sign the agreement authorized under this by-law on behalf of the Corporation, and Richard McGee, Clerk is authorized to take such actions as may be necessary and appropriate to implement the agreement, or as may be required from time to time under the agreement.
3. This by-law comes into force upon its adoption by Council of the Corporation of the Town of Deep River.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 28<sup>TH</sup>, DAY OF MAY, 2018.

  
\_\_\_\_\_  
JOAN LOUGHEED, MAYOR

  
\_\_\_\_\_  
RICHARD MCGEE, CLERK

## **FIRE PROTECTION SERVICES AGREEMENT**

**THIS AGREEMENT** made to be effective as of June 1, 2018 (the "Effective Date"),

Between:

**CANADIAN NUCLEAR LABORATORIES LTD.**

hereinafter referred to as "CNL"  
**OF THE FIRST PART**

and

**THE CORPORATION OF THE TOWN OF DEEP RIVER**

hereinafter referred to as the "Town"  
**OF THE SECOND PART**

**WHEREAS** CNL maintains a fire department for the protection of the Chalk River Laboratories site ("CNL Fire Service");

**AND WHEREAS** The Town currently maintains a fire department for the protection of the Town of Deep River ("Deep River Fire Department");

**AND WHEREAS** the Town is authorized pursuant to the provisions of the *Fire Protection and Prevention Act*, S.O. 1997, c.4 (the "Act"), as amended to enter into an agreement for the provision of services by the CNL Fire Services within the geographic boundaries of the Town of Deep River;

**AND WHEREAS** the Town wishes to retain CNL Fire Services to enhance the fire protection services capability of the Town by providing staff and administrative services, training, organization and management of the Deep River Fire Department subject to the terms and conditions set out in this Agreement;

**AND WHEREAS** CNL is willing to provide the services identified within this Agreement to assist the Town as the host community in which the CRL site is located on the basis that the Town can terminate this Agreement at any time in accordance with this Agreement if the Town is dissatisfied with the services or the cost of the services provided by the CNL;

**NOW THEREFORE** in consideration of the mutual covenants, conditions, considerations and payments contained herein, CNL and the Town mutually agree, as follows:

1. **Common Goal:** The Parties agree that, the purpose of this Agreement is for the Parties to work cooperatively to have personnel, services, equipment and capital assets deployed to provide the Town with the following fire services within the Town of Deep River (the "Common Goal"):

a. the Town is required in accordance with the Act and/or the Town of Deep River Establishing and Regulating By-law to provide the following level of service:

**a.1 Extrication**

The Fire Department shall use manual and heavy hydraulic tools to perform rescues and vehicle, industrial and machinery extrication.

**a.2 Medical Aid Responses**

The Fire Department shall provide first aid and automatic external defibrillation when required in response to emergency calls.

**a.3 Hazardous Materials Leaks and Spills**

The Fire Department shall maintain the capability of responding to Hazardous Materials Leaks and Spills incidents at an awareness level only in accordance with NFPA # 472 Standard for Competence of Responders to Hazardous Materials/Weapons of Mass Destruction Incidents. The Fire Department will work within a cooperative Hazardous Materials response program with other emergency response agencies and organizations.

**a.4 Ice and Water Rescue**

The Fire Department shall maintain the capability to provide land based water and ice rescue only, in accordance with the Ontario Fire Services Standards - Firefighter, 2007.

**a.5 Fire Prevention**

Fire Prevention is mandated by the Act. The Fire Department, as a minimum, responds to complaints and requests for inspections. Generally, the Fire Department administers a proactive fire inspection program and other activities as regulated by the Act, as amended.

**a.6 Public Fire and Life Safety Education**

The Fire Department shall meet the requirements of the Act, as amended.

**a.7 Fire Suppression**

The Fire Department shall be capable of responding to and extinguishing fires at a level that meets the community needs and circumstances as determined by Council. The Fire Department shall perform these services at a level up to and including entry of buildings for the purposes of search and rescue and interior/exterior firefighting operations when and where minimum safety standards are able to be put in place for public (civilian and firefighter) safety.

**a.8 Fire Investigations**

The Fire Department shall perform cause and origin fire investigations and work co-operatively with the local police services regarding any violation of the law. The Office of the Fire Marshal of Ontario shall be contacted to investigate fires which fall under its mandate as defined in the Act.

**a.9 Training**

The Training Division shall conduct research and ensure that the development of a training program on the use of equipment and procedures to perform the duties for which they may be called upon is made available and delivered to the employees.

**a.10 Communications**

The Fire Department shall operate and/or provide an Emergency Fire Communications Centre which receives and dispatches emergency calls and disseminates critical response information to and from emergency scenes.

**a.11 Public Assistance**

The Fire Department shall provide public assistance to the community in accordance with the resources of the department and in accordance with the training of the employees, as authorized by the Fire Chief or designate;

**b. Principles of Delivery.** The principles to deliver the Common Goal are as follows:

- i. The Common Goal will include the capability to deliver fire suppression within the Town on a 24 hour x 7 days per week basis and to be able to respond to mutual aid requests from those with whom the Town has a mutual aid agreement, being the Town of Laurentian Hills and CNL pursuant to a separate agreement.

- ii. CNL will fulfill the CNL Responsibilities (as defined below). CNL has no obligation to provide services beyond the CNL Responsibilities and if further work, services, personnel or equipment is required to fulfill the Common Goal, such requirements are within the Town Responsibilities.
- iii. The Town will fulfill the Town Responsibilities (as defined below). It is acknowledged that:
  - 1. it will take time before the Town is able to immediately fully deliver the Town Responsibilities and failure to deliver the Town Responsibilities is not a breach of this Agreement unless it puts at risk CNL or CNL personnel delivering the CNL Responsibilities;
  - 2. Without delivery of the Town Responsibilities, there is an increased risk that the Common Goal will not be met.
- iv. Any change to the Common Goal or the manner in which the Common Goal is delivered will be agreed by the parties.

2. **Responsibilities of the Town.** The Town will be responsible for, and will ensure, the following are provided for the Deep River Fire Department (the "Town Responsibilities"):

- a. Facilities, equipment and personnel adequate for the operation of the Deep River Fire Department including, but not limited to, the provision of:
  - i. "Deep River Fire Personnel", being a functional staff complement who have the skills, abilities and experience to perform the duties and responsibilities for the position of firefighter, including part-time and full-time firefighters committed to working with CNL Fire Services personnel to provide efficient and effective fire services in the Town of Deep River to achieve the Common Goal identified in Section 1 of this Agreement and be available for emergency response,
  - ii. A fully functional fire hall,
  - iii. Fully functional firefighting equipment and apparatus, and
  - iv. Personal Protective Equipment ("PPE") for the Town of Deep River Firefighters. Any costs associated with the maintenance, cleaning, repair and replacement of PPE for the Town of Deep River Firefighters shall be the responsibility of the Town.
- b. Providing all support services for the management of the Deep River Fire Department in accordance with good management principles , and

- c. Ensuring that the Deep River Fire Personnel work co-operatively with the CNL Fire Services personnel to deliver efficient and effective fire services in accordance with this agreement. The operation and management of the Deep River Fire Department will be under the management and oversight of the Fire Chief and Deputy Fire Chief. The Deep River Fire Personnel are not employees of CNL and the Town will ensure that Deep River Fire Personnel comply with the management and oversight provided by the Fire Chief and Deputy Fire Chief in addition to working cooperatively with the CNL Fire Personnel.
- d. Other than the CNL Responsibilities, providing all other services, equipment, personnel and resources that are required to fulfill the Common Goal.

3. **Responsibility of CNL:** CNL will be responsible for, and will provide the following to the Town of Deep River (“CNL Responsibilities”):

- a. CNL shall provide two qualified CNL personnel to be appointed by the Town as Fire Chief and Deputy Fire Chief for the Deep River Fire Department, in accordance with s. 6 of the Act,
- b. CNL shall provide adequate personnel to supplement the Deep River Fire Department to operate a fully functional Fire Department in accordance with the Act, as follows:
  - i. A functional staff complement who have the skills, abilities and experiences to perform the duties and responsibilities for their respective positions, being the following “CNL Fire Personnel”:
    - (i) Fire Chief
    - (ii) Deputy Fire Chief,
    - (iii) Fire Prevention Officer(s),
    - (iv) CNL Officer firefighter(s), and
    - (v) CNL firefighters;

To a maximum of 14,000 person hours per year for the CNL Fire Personnel in aggregate (“CNL Person Hours”). It is anticipated that the Fire Chief and Deputy Fire Chief will work at the Deep River Fire Department approximately 50% of their working time and the Fire Prevention Officer approximately 40%.

- ii. Fully functional PPE for CNL Fire Personnel.

- iii. Transport of the CNL Fire Personnel between CNL and the Deep River fire hall.

c. Training Services:

- i. CNL shall provide to the Deep River Fire Personnel training services to enable that their fire personnel qualifications remain current in accordance with the requirements of the Act and any other law, regulation or statute, and
- ii. additional training to the Deep River Fire Personnel as CNL determines to be required.

Provided that such training services will be made available at such times as the training can be provided concurrently with training for CNL Fire Personnel and/or other CNL fire personnel.

- d. Proper administration, management and operational oversight of the Deep River Fire Service in accordance with good management practices consistent with the Act, the Town of Deep River Establishing and Regulating By-law and this Agreement.
- e. Other than PPE for the CNL Fire Personnel, CNL is not required or expected to provide any apparatus or equipment to fulfill the CNL Responsibilities.

5. **Insurance.** The Town will pay for and maintain insurance coverage consistent with good municipal practice, and at a minimum, the coverage detailed in Schedule "A", for the operation of the Deep River Fire Department. For all policies, the Town will name CNL as an additional named insured. The Town will provide CNL with satisfactory confirmation of its compliance with this insurance requirement, including copies of the insurance policies when requested by CNL and a Certificate of Insurance. The Town agrees that it and anyone claiming by, through, under or on behalf of the Town will have no claim, right of action or right of subrogation against CNL based on any loss or liability under the above insurance.

6. **Confidentiality**

- a. The parties acknowledge and agree that, in the performance of the obligations contained within this Agreement, each Party, and/or its representatives may have access to information that is confidential or proprietary in nature to the other party

("Confidential Information"), including any document that is marked "Confidential", "Proprietary" or "Protected-Sensitive". Confidential Information will not include any information that:

- (i) was in the public domain or was created or disclosed for the purpose of being in the public domain;
  - (ii) was disclosed to a party by a third party, without breach of any duty of confidentiality;
  - (iii) was approved in writing for disclosure, without restriction, by the disclosing party;
  - (iv) is required to be disclosed by operation of law or regulation to which either party is subject, notice of such requirement of disclosure to first be provided to the party which owns the Confidential Information, wherever possible; or
  - (v) was developed by either party independently, without a breach of any duty of confidence.
- b. The receiving party will use conscientious efforts to protect the disclosing party's Confidential Information from unauthorized use, access, disclosure and duplication and no less than the efforts each Party uses to protect its own information of a similar nature.
- c. Each receiving party shall only use the disclosing party's Confidential Information to fulfill the receiving party's obligations under this Agreement (the "Purpose"). Each party shall disclose Confidential Information only to those of its employees and agents who have a need to know in relation to the Purpose and who are bound by duties of confidentiality and restricted use consistent with the terms of this Agreement. CNL may share Confidential Information with Atomic Energy of Canada Limited to fulfill CNL's obligations to AECL under the site operating agreements with AECL, provided that AECL will be bound by duties of confidentiality and restricted use consistent with the terms of this Agreement.
- d. All Confidential Information disclosed by one party to the other party, or to the other party's designated representatives, shall remain the sole and exclusive property of the disclosing party, regardless of how the Confidential Information is represented, stored, produced or acquired.
- e. Upon completion of the services, the termination of this Agreement or at the request of either party, all Confidential Information of the disclosing party that is reduced to writing and that has been identified as the property of the disclosing party shall be promptly returned, or if requested and not prohibited by a legal requirement, destroyed, including all copies, notes and summaries in the receiving party's possession or in the possession of any of its designated representatives.



The receiving party shall then certify in writing to the disclosing party that all Confidential Information, including all copies or partial copies, have been returned or destroyed. The receiving party may retain one copy of the disclosing party's Confidential Information in the restricted access files of its legal department or external legal firm to be accessed and used only for the purpose of proving compliance with the terms of this Agreement.

- f. It is anticipated that in the performance of the services required herein, CNL personnel may have access to employee personal information or employee personal health information in the possession of the Town, as those terms are defined in *The Freedom of Information and Protection of Privacy Act* and *The Personal Health Information Act*. The Town will provide training and oversight to CNL Fire Personnel on the requirements contained within those Acts. CNL Fire Personnel will attend training and comply with that training. It is not expected that Town personnel will have access to personal information or personal health information in the possession of CNL, as those terms are defined in relevant federal legislation. If such access is required, CNL will provide training and the Town personnel will comply with that training.

7. **Fees and Payments.**

The Town shall pay to CNL \$690,000 per year, plus HST in equal monthly instalments in the amount of \$64,975 (the "Fee") by pre-arranged electronic funds transfer on the first day of every month for the previous month's service.

8. **Indemnity & Liability**

- a. It is a fundamental condition of this Agreement that CNL's risks, including any risk associated with its negligence, will be fully insured pursuant to section 5.
- b. "CNL Indemnitees" means CNL and its affiliates and Atomic Energy of Canada Limited and each of their respective officers, employees, independent contractors and agents, including and not limited to those parties appointed by CNL to be the Fire Chief and the Deputy Fire Chief.
- c. The Town will indemnify and hold harmless the CNL Indemnitees from and against any and all costs, expenses and damages (collectively "Costs", including, but not limited to, costs resulting from orders, awards, settlements, penalties, fines, damages, expenses, interest, legal fees, disbursements and applicable taxes) incurred by any of the CNL Indemnitees as a result of any claims, actions, causes of action, demands,

complaints, applications, investigations or similar proceedings, which arise from, or relate to, directly or indirectly:

- i. any act or omission or breach of applicable law, of or by any of the CNL Indemnitees in respect of the provision or non-provision of the services, and/or otherwise as a result of this Agreement, including negligence by any of the CNL Indemnities, but not including an act, omission or breach that was undertaken with wilful intent to damage; and/or
  - ii. any act or omission or default or breach of applicable law, of or by The Town and/or any of its respective officers, councillors, employees, independent contractors and/or agents.
- d. The total liability of CNL under this Agreement, for all claims of any kind whatsoever, whether in contract, warranty, indemnity, tort (including negligence), extra-contractual liability, strict liability, or otherwise, arising out of the performance or breach of the Agreement shall not exceed the fees paid to CNL for the three months preceding the Claim.
- e. Neither party shall be liable to the other party for any indirect, incidental, consequential damages, of any nature, arising at any time, including any lost profits, data, goodwill, or business opportunity for any matter relating to this Contract.

**9. Nature of Relationship.**

- a. CNL is not, nor is any person employed or retained by CNL in the provision of the services, an employee of the Town, and no other relationship, including a partnership or a principal and agency relationship, is created by this Agreement. The relationship created by this Agreement is exclusively that of independent contractor.
- b. CNL will at all times act in its own capacity and right solely as an independent contractor in the provision of the services under this Agreement and, except as may be expressly provided in this Agreement, CNL will have full discretion as to the means, method and manner of providing the services and will not be subject to the control and/or direction of the Town of Deep River in doing so.
- c. Town of Deep River personnel shall be and shall remain employees of the Town of Deep River notwithstanding any provision of this agreement and are not, and shall not be deemed to be agents or employees of CNL for any purpose.

- d. The Town retains the ability to enter into agreements with other municipalities or persons for the joint use, control, and management of fire suppression apparatus and equipment.

#### 10. Dispute Resolution

- a. If, during the Term of this Agreement, a dispute or disagreement arises between the Parties that cannot be resolved by the Fire Chief, then the matter will be escalated for resolution between the CNL Vice President of HSSE-Q and the Town of Deep River Chief Administrative Officer. If the matter remains unresolved, the parties agree to participate in the dispute resolution procedure described in section 10(b).
- b. Any party wishing to commence arbitration shall give the other party written notice describing the dispute or disagreement to be arbitrated. Any arbitration will be carried out by a single arbitrator, who has been selected jointly by both parties. The costs and expenses of the Arbitrator will be shared equally by the Parties. Each Party shall be responsible for their own respective costs and expenses arising from Arbitration.
- c. Except where clearly prevented by a dispute or disagreement that arises under this Agreement, or where the Town has failed to pay two undisputed invoices, CNL will continue to provide the services required in accordance with this Agreement while the dispute or disagreement is being resolved in accordance with this Section, unless, and until the provision of such services is terminated or expire in accordance with the Termination provisions of this Agreement.

#### 11. Term and Termination

- a. This Agreement will commence on the Effective Date and will run until March 31, 2021 (the "Initial Term"), subject to termination at an earlier date by either Party in accordance with this Agreement. The Parties agree to commence a review of this Agreement by September 30, 2020 towards the extension of this Agreement for a further term, or the negotiation of a new agreement (either an "Extension"). Any Extension will be in writing and signed by both Parties.
- b. Unless there is an Extension, CNL's provision of the Services under this Agreement will automatically terminate at the end of the Initial Term, without any further notice or compensation in lieu of notice owed.

- c. This Agreement may be terminated, at any time before the end of the Initial Term as follows:
- i. By CNL, without cause if for convenience upon giving at least one year's advance written notice to the Town of the termination date, or
  - ii. By the Town, without cause if for convenience, upon giving at least one year's advance written notice to CNL of the termination date, or
  - iii. By either party, for cause if a breach of this Agreement occurs, upon thirty (30) days' advance written notice and if the breach has not been remedied within the notice period. Cause shall be determined to be one, or more of the following:
    - a. a material breach of this Agreement by the other party,
    - b. any activity or omission of the other party that materially increases the risk or liability of the other party, including risk to the first party's personnel, in fulfilling the first Party's Responsibilities;
    - c. if the other party should be adjudged bankrupt, or makes a general assignment for the benefit of creditors because of their insolvency, or if a receiver is appointed because of their insolvency.
  - iv. By CNL, upon giving at least three months' advance written notice, if a liability or material risk of a liability occurs that is not anticipated by this contract or if CNL is unable to provide the services contained within this Agreement
  - v. By CNL, upon giving at least one month's advance written notice, if a matter goes to arbitration pursuant to section 10.
- d. The parties agree that the termination provisions are fair and reasonable, and are in full satisfaction of any and all entitlements (statutory, contractual, common law and/or otherwise) resulting from the termination of the services under this Agreement. In the event of termination by one party, the other party will have no action, cause of action, claim or demand against the first party or any other person or organization as a consequence of such termination. The terminating party will not be liable to the other party and/or any of its officers, directors, councillors, employees, independent contractors or agents for damages resulting from the termination of this Agreement.
- e. The provisions of section 8 (Indemnity and Liability) will survive the termination of this Agreement.

12. **General**

- a. **Notice:** Any notices, communications or other information shall be deemed to have been sufficiently given, if delivered to, or sent by a traceable service and/or electronic mail to the attention of the designated representative at the address below:

Canadian Nuclear Laboratories Ltd. 286 Plant Road Chalk River, ON K0J 1J0 Attention: Don Trylinski Email: <a href="mailto:Don.trylinski@cnl.ca">Don.trylinski@cnl.ca</a> with a copy to <a href="mailto:legalcounsel@cnl.ca">legalcounsel@cnl.ca</a> and <a href="mailto:bdoperations@cnl.ca">bdoperations@cnl.ca</a>	Corporation of the Town of Deep River 100 Deep River Road P.O. Box 400 Deep River, ON K0J 1P0 Attention: Richard McGee Email: <a href="mailto:RMcGee@deeperiver.ca">RMcGee@deeperiver.ca</a>
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Either party may change the name of the representative, the address listed in this Agreement and/or details for the purposes of receiving communications pursuant to this Agreement by providing the other party with written notice of such change.

- b. **Choice of Law.** The provisions of this Agreement shall be construed and interpreted in accordance with the laws of the province of Ontario and the laws of Canada applicable therein.
- c. **Interpretation.** This Agreement has been submitted to the scrutiny of all parties to this Agreement and shall be given as fair and reasonable interpretation as possible without consideration or weight being given to the Agreement having been drafted by any party to this Agreement or its counsel.
- d. **Sections and Headings.** The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" or similar expressions refer to this Agreement and not to any particular Section or other portion hereof and include any agreement or instrument supplemental or ancillary hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Sections and Schedules are to Sections and Schedules of this Agreement.
- e. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement in respect of the period

commencing as of the Effective Date and cancels and supersedes any prior understandings between the parties hereto with respect to such subject matter, including the Interim Fire Services Agreement dated December 4, 2017 (provided that any payment obligations under the IFSA will survive). There are no representations, warranties, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties about such subject matter other than as expressly set forth in this Agreement. For certainty, the Fire Service Agreement for Mutual Aid Firefighting Assistance dated November 11, 2011 between CNL (as assignee) and the Town will survive.

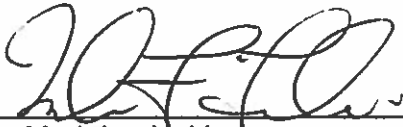
- f. **Amendment.** No amendment to this Agreement will be valid or binding unless it is set forth in writing and duly executed by both parties. Similarly, no waiver of any breach or any provision in this Agreement will be effective or binding, unless it is made in writing and duly signed by the party purporting to give the same and, unless provided in the written waiver, will be limited to the specific breach waived.
  
- g. **Severability.** In the event that any provision of this Agreement is determined by any court of competent jurisdiction to be invalid or unenforceable in whole or in part for any reason whatsoever, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions of this Agreement shall continue in full force and effect.
  
- h. **Independent Legal Advice.** Each of the parties hereby acknowledges that it has had adequate opportunity to obtain legal advice prior to the execution of this Agreement and has obtained legal advice or freely chosen not to do so. Each of the parties executes this Agreement voluntarily and with the full knowledge and understanding of the contents contained within this Agreement.

In witness whereof on this 28th day of May in the year 2018, this Agreement has been executed by the respective duly authorized signing authorities of the Parties to be effective on the Effective Date.

**Canadian Nuclear Laboratories Ltd.**

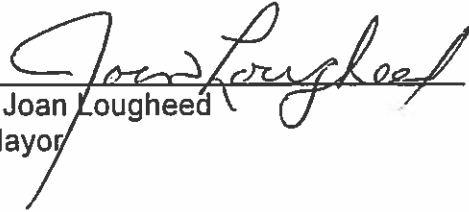
**The Corporation of the Town of Deep River**

Per:



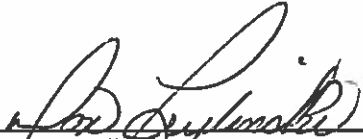
Name: Mark Lesinski  
Title: President and CEO

Per:



Name: Joan Loughheed  
Title: Mayor

Per:



Name: Don Trylinski  
Title: General Manager,  
Emergency and Protective Services

Per:



Name: Glenn Doncaster  
Title: Reeve

**SCHEDULE A  
Insurance Coverage**



## CASUALTY SUBSCRIPTION ENDORSEMENT No. 1

This endorsement is attached to and hereby made a part of the undernoted policy, effective as of the date stated hereunder, and effective in consideration of the premium named below.

Policy No.CP82497

Broker JOHNSTON & MACKIE LIMITED

Address PEMBROKE, ON

Name and Address of Insured

CORPORATION OF THE TOWN OF DEEP RIVER, AS PER ENDT  
100 DEEP RIVER ROAD  
DEEP RIVER, ON K0J 1P0

Policy Type CASUALTY

Effective Date APRIL 25, 2018

Endorsement Premium \$ 772 ADDITIONAL

## CASUALTY SUBSCRIPTION ENDORSEMENT No. 1

In consideration of the premium shown, it is hereby understood and agreed that the Policy is amended as follows:

Canadian Nuclear Laboratories has been added as an Additional Insured as per the attached.

**SUBSCRIBING COMPANIES**

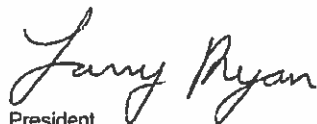
Name of Insurer	Proportion of Indemnity	Additional Premium
The Guarantee Company of North America	55 %	\$ 425
Underwriters at Lloyd's under Contract Number B1100049400117000	25	194
Temple Insurance Company	20	153
<b>TOTALS</b>	<b>100%</b>	<b>\$ 772</b>

**FORMS ADDED/AMENDED/DELETED**

	Change	Form Number
Casualty Policy Amended Schedule of Coverages	Added	CNGX3378-0415
Part A Additional Insured(s)	Amended	GNGX402-0111
Part B Additional Insured(s)	Added	GNGX402-0111
Part C Additional Insured(s)	Added	GNGX402-0111
Part D Additional Insured(s)	Added	GNGX402-0111

In witness whereof the Insurers have duly authorized the Frank Cowan Company Limited to execute and sign this policy on their behalf for the proportions of indemnity so stated above.

Frank Cowan Company Limited  
 75 Main Street North  
 Princeton, ON N0J 1V0

  
 President

\_\_\_\_\_  
 Authorized Representative

May 25, 2018

\_\_\_\_\_  
 Dated

**PUBLIC ENTITY CASUALTY POLICY**  
**SCHEDULE OF COVERAGES**  
**AMENDED**

Insurance is afforded only under those Parts of the policy for which a premium is shown opposite such Part below. The insurance afforded under any Part is only in the amounts and to the extent set forth in such Part, subject to all terms, conditions and exclusions of the applicable Part.

In each Part, where the word "policy" appears it refers to the particular Part in which it appears and not to any other Part or to the entire policy.

	<b>Coverage</b>	<b>Subtotals</b>	<b>Total Premium</b>
Part A	General Liability		\$ 310
Part B	Errors and Omissions Liability		\$ 171
Part C	Non-Owned Automobile		\$ 51
Part D	Environmental Liability		\$ 240
Part E	Comprehensive Crime		\$ NO CHANGE
Part F	Board Members' Accident		\$ NO CHANGE
	On Duty	\$ NOT INSURED	
	24 Hour Coverage	\$ NOT INSURED	
	Critical Illness	\$ NOT INSURED	
Part F1	Volunteers' Accident		\$ NOT INSURED
Part G	Firefighters' Accident		\$ NOT INSURED
Part H	Conflict of Interest Reimbursement		\$ NO CHANGE

**TOTAL ENDORSEMENT PREMIUM**

\$ 772 ADDITIONAL
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## ADDITIONAL INSURED(S)

It is understood and agreed that the following are included as an Additional Insured(s) as per agreement(s) with the Named Insured and only in respect of liability arising from the operations performed by or on behalf of the Named Insured:

1. HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF COMMUNITY SAFETY AND CORRECTIONAL SERVICES but only with respect to the Ontario Transfer Payment Agreement for the Court Security and Prisoner Transport Program.
2. RENFREW COUNTY DISTRICT SCHOOL BOARD, but only with respect to their Agreement for Facility Use at Mackenzie Community School with the Named Insured.
3. HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO, HER MINISTERS, AGENTS, APPOINTEES AND EMPLOYEES, but only with respect to their Ontario Transfer Payment Agreement with the Named Insured for the Reduce Impaired Driving Everywhere (R.I.D.E.) Grant program.
4. TYLER CHAPUT - NL PROCUREMENT  
ATOMIC ENERGY OF CANADA LTD.  
But only with respect to liability arising out of the operations of the Named Insured for Policing on the Plant Road
5. HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO, HER MINISTERS, AGENTS, APPOINTEES AND EMPLOYEES, but only with respect to their Ontario Transfer Payment Agreement with the Named Insured for the Community Policing Partnership (CPP) Program.
6. HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO, HER MINISTERS, AGENTS, APPOINTEES AND EMPLOYEES, but only with respect to their Public Library Operating Grants (PLOG) with the Named Insured.
7. CANADIAN NUCLEAR LABORATORIES LTD, but only with respect to liability arising out of their employees under contract to perform services for the Deep River Fire Department.

Except as otherwise provided in this endorsement, all terms, provisions and conditions of the policy shall have full force and effect.

## **ADDITIONAL INSURED(S)**

It is understood and agreed that the following are included as an Additional Insured(s) as per agreement(s) with the Named Insured and only in respect of liability arising from the operations performed by or on behalf of the Named Insured:

- I. CANADIAN NUCLEAR LABORATORIES LTD, but only with respect to liability arising out of their employees under contract to perform services for the Deep River Fire Department.

Except as otherwise provided in this endorsement, all terms, provisions and conditions of the policy shall have full force and effect.