



ERSB Board of Directors Meeting Minutes

Eastern Regional Service Board

4/23/2025 7:00 PMNDT

@ Zoom Video Conference

Attendance

Present:

Members: Bill Antle (remote), Jill Bruce
(remote), Glenn Clarke (remote), Tom Davis (remote), Christie Dean (remote), Rodney
Delaney (remote), Craig Drover (remote), Ronald Ellsworth
(remote), T. Alexander Hickman (remote), Kevin
McDonald (remote), Jason O'Brien (remote), Sheilagh
OLeary (remote), Holly Power (remote), Ophelia
Ravencroft (remote), Carl Ridgeley
(remote), Steve Tessier (remote), Lynn Tucker (remote), Mark Vardy
(remote), Hilda Whelan (remote)
Guests: Deborah Windsor, Mayor - Town of Aquaforte (remote), Charles Bown, CEO - MMSB
(remote)

Absent:

Members: Daniel (Danny) Breen, Maggie Burton, Greg
Noseworthy, Gerard Tilley, Lawrence Vaters

I. Call to Order

The meeting was called to order at 7:00 p.m.

II. Adoption of Agenda

The agenda was adopted as tabled.

 [Draft Agenda BOD Apr 23 2025.pdf](#)

Motion:

BE IT RESOLVED that the agenda be adopted as tabled.

Motion moved by Steve Tessier and motion seconded by Bill Antle
. Carried Unanimously.

III. Review of Minutes

The minutes from the previous meeting were tabled for review and approval.

 [ERSB's Board of Directors Meeting Minutes - March.pdf](#)

Motion:

BE IT RESOLVED that the minutes from March 26, 2025, be adopted as tabled.

Motion moved by Steve Tessier and motion seconded by Ronald Ellsworth . Carried Unanimously.

IV. Committee Reports

A. Finance & Audit Committee

Mr. Hickman, Committee Member, delivered the Finance and Audit Committee report.

1. Board Expenditures

Board expenditures for the month of March 2025 were tabled for review and approval. There were no questions or concerns.

 [March 2025 Cheque Register.pdf](#)

 [Meeting Package Payroll Expense MAR 2025.pdf](#)

 [BMO Statement March 2025.pdf](#)

Motion:

BE IT RESOLVED that the Board adopt the expenditures for the month of March 2025 as tabled.

Motion moved by T. Alexander Hickman
and motion seconded by Mark Vardy
. Carried Unanimously.

2. Incorporated Towns Payment Activity Report

An update on the incorporated towns' payment activity was provided. There were no questions or concerns.

 [2025 Incorporated Towns Payment Activity Report at April 8.pdf](#)

3. DRAFT Asset Management Plan

Mr. Hickman referred to the DRAFT Asset Management Plan that was included in the meeting package.

Recognizing that the plan as a fluid document that would require regular updates, the Board asked that a 3-year, 5-year, and 10-year financial plan be developed once the asset management plan is adopted.

It was also noted that the asset management plan will stay on the agenda as a standing item moving forward.

 [Briefing Note - Asset Management Plan.pdf](#)

 [ERSB Asset Management Plan and Policy With Asset Schedule.pdf](#)

Motion:

Motion moved by T. Alexander Hickman
and motion seconded by Hilda Whelan
. Carried Unanimously.

Mr. Hickman informed the Board that there was very little change to the Directors and Officers Liability Insurance Renewal. The Board was pleased with the cost and agreed to adopt the renewal as tabled.

 [2022-2025 Directors and Officers Renewal Document.pdf](#)

BE IT RESOLVED that the Board renew the Directors and Officers Liability Insurance through Wedgwood Insurance with Trisura for \$4,350 plus HST per year for a three-year term effective April 30, 2025.

5. Metals Collection, Transportation and Recycling Services at Waste Recovery Facilities – Contract Extension

Mr. Hickman referred to the documents that were provided in the meeting package. He noted that the Committee discussed the current contract for metal recycling and the lack of alternative vendors in the province. The recommendation is to extend the current contract.

BE IT RESOLVED that the Board issue a one-year extension to the contract for metals collection, transportation and recycling services at waste recovery facilities to NEWCO Metals & Auto Recycling Ltd. beginning July 1, 2025 in the amount of \$56.50 per metric tonne.

Motion moved by T. Alexander Hickman
and motion seconded by Sheilagh OLeary
. Carried Unanimously.

3

Mr. Hickman reported on historical practices as well as the costs of the HHW initiative over the past several years.

The Board considered that a potential partnership with the MMSB for future events might be an opportunity for the two organizations to work together on a project.

There were no questions or concerns about awarding this contract for eight (8) events for this year.

 [Briefing Note - HHW Contract Award 2025.pdf](#)

 [HHW Bid Form 2025.pdf](#)

Motion:

BE IT RESOLVED that the Board award the 2025 Household Hazardous Waste (HHW) Collection, Transportation and Disposal Services contract to GFL Environmental Services Inc. in the amount of \$31,800.00 (plus HST) for eight events.

Motion moved by T. Alexander
and motion seconded by Ronald
. Carried Unanimously.

Hickman
Ellsworth

7. Conception Bay Center and Four (4) Communities in Southwest Avalon Area Oversized Items/Bulk Collection Contract 2025

Mr. Hickman reported that the Finance and Audit Committee was very pleased with the outcome of the Request for Proposals (RFP) process and the bids that were obtained. The referred to them as they were included in the meeting package.

The Board was pleased to see new contractors take part in the process. There were no questions or concerns.

 [Brief Note - CBC 4 SWA Oversize RFP Award 2025.pdf](#)

 [Bid Form Bulk CBC & SWA 2025.pdf](#)

Motion:

BE IT RESOLVED that the Board award the contract for Conception Bay Center and Four Communities in the Southwest Avalon area for Oversize Items Collection to Dynamic Waste Management Ltd. in the amount of \$72,500.00 (plus HST).

Motion moved by T. Alexander
and motion seconded by Tom Davis. Carried Unanimously.

Hickman

8. Purchase of Two (2) Tractors for Clarenville Transfer Station

Mr. Hickman referred to the briefing materials that were provided in the meeting package.

He noted that two tractors are needed to replace the original 2015 tractors that are used to transport waste from the Clarenville Transfer Station to the regional landfill at

Robin Hood Bay. The two 10-year-old tractors are now unreliable and break down often.

The Committee considered various elements of the purchase such as cost, Canadian-made vs. United States-made products, and potential tariffs, while ultimately agreeing to proceed with the recommendation of purchasing two (2) Freightliner tractors to be utilized at the Clarenville Transfer Station.

 [Briefing Note - CTS Tractors.pdf](#)

 [Bid Form - CTS Tractors Apr 10 2025.pdf](#)

Motion:

BE IT RESOLVED that the Board purchase two (2) 2025/2026 Freightliner tractors from Nexgen Municipal Inc. for a total of \$628,358.50 + HST for use at the Clarenville Transfer Station.

Motion moved by T. Alexander
and motion seconded by Ronald
. Carried Unanimously.

Hickman
Ellsworth

9. Purchase of Three (3) Walking-floor Trailers for Clarenville Transfer Station

Mr. Hickman referred to the documents that were provided in the meeting package pertaining to the purchase of three (3) walking-floor trailers to be used at the Clarenville Transfer Station. These trailers will be purchased in conjunction with the two tractors as discussed in the previous item. Similarly, these trailers will replace the three 2015 trailers at the Clarenville Transfer Station.

 [Briefing Note - CTS Trailers.pdf](#)

 [Bid Form - CTS Trailers Apr 10 2025.pdf](#)

Motion:

BE IT RESOLVED that the Board purchase three (3) walking-floor trailers for \$856,440.00 + HST from Nexgen Municipal Inc. for use at the Clarenville Transfer Station.

Motion moved by T. Alexander
and motion seconded by Ophelia
. Carried Unanimously.

Hickman
Ravencroft

B. Strategy & Policy Committee

There was no Strategy & Policy Committee meeting held in April.

C. Governance Committee

There was no Governance Committee meeting held in April.

V. Correspondence

There was no correspondence to review.

VI. New Business

Mayor Deborah Windsor from Town of Aquaforte. Resident frustrations often go to the town office and not ERSB.

She feels Renews site has been closed more often than it's been open - She thinks that we are trying to close the site permanently.

94 year old - no photo ID, what can be done? Steve will get back to her tomorrow after discussing with Staff.

Can't we leave applications at the sites for residents to fill out during their first visit?

A. Public Address: Mayor Deborah Windsor, Town of Aquaforte

Mayor Windsor addressed the Board, expressing her frustrations with the recent implementation of user access cards at the Board's waste recovery facilities. She feels that considerations should be made for elderly individuals, individuals with no Photo ID, and those that struggle with technology and limited to/no access to email. Mayor Windsor also noted her concern regarding the hours of operation at the Renews-Cappahayden facility and her worry that the site may close permanently.

Mr. Tessier addressed her concerns and assured her that there have been no talks of closing the Renews-Cappahayden Waste Recovery Facility. He agreed that Staff will discuss the particulars of individuals without a Photo ID for the application process and find a solution. He also suggested to Mayor Windsor that she reach out directly with information on individuals that have been waiting longer than the 4-6 week processing period to see if there were issues with incomplete or incorrect applications, or any other reason for a delay in receiving their access cards.

B. In-Camera Meeting

Motion:

BE IT RESOLVED that the Board proceed to an in-camera meeting.

Motion moved by Steve Tessier and motion seconded by Mark Vardy . Carried Unanimously.

Motion:

BE IT RESOLVED that the Board leave the in-camera meeting.

Motion moved by Steve Tessier and motion seconded. Carried Unanimously.

VII. Roundtable

Ms. Hilda Whelan - Ms. Whelan provided an update on the illegal dumping/waste site just outside of the Whitbourne Waste Recovery Facility. She has been in contact with the Department of Transportation and Infrastructure, as well as the owner of the land in front of the facility to try and get the debris cleared up. Ms. Whelan suggested that the MMSB create programs that teach residents about gardening and growing their own vegetable and food supply which would coincide with the conversation/suggest composting.

Mr. Glenn Clarke - Mr. Clarke asked for an update on the processing of the user access cards. He was informed that process is running as smooth as possible and that extra staff have been hired to help with the process, up to two additional staff have been in place at any given time.

Mr. Tom Davis - Mr. Davis informed the Board that user access cards were a subject on Open Line this week. He noted that keeping our own space and your community clean sets a good example. Mr. Davis reported that he will be attending the Stewardship Association of Municipalities (SAM) Conference next week on behalf of the City of St. John's, and the Federation of Canadian Municipalities (FCM Conference on behalf of the the Board. He is very much looking forward to both events and thanked the Board for the opportunity to represent ERSB.

Ms. Sheilagh O'Leary - Ms. O'Leary reported on the transition of the City of St. John's taking over Clean St. John's. The Community Services Department will be absorbing most of the components, with a particular focus on education, working with with schools, community programs, etc. She also highlighted the fact that yesterday, April 22, was Earth Day, and that earthday.org is celebrating it's 55th year. Ms. O'Leary hopes to see the Board and the Province continue moving towards local collaborations and smaller initiatives to keep inappropriate materials out of the landfill.

Mr. Mark Vardy - Mr. Vardy reiterated the importance of scheduled and executing Community Clean-Ups. He encouraged members to engage with their communities and coordinate cleanups when and wherever possible. Mr. Vardy also reminded Members that today is Administrative Professional's Day and thanked Ms. Power for her hard work and dedication to the Board, as well as the Northeast Avalon Joint Council.

Ms. Lynn Tucker - Ms. Tucker also commented on Administrative Professional's Day. She wanted to publicly recognize the outstanding work by the Board's administrative team. A small team of just 10 individuals covers all aspects of the organizations, including but not limited to: customer service; finance; human resources; operations; etc. while supporting approximately 100,000 residents in 27,000 households. Ms. Tucker is extremely proud of her team, they are high achievers and their work does not go unnoticed. She expressed a sincere thanks to all of the Board's Staff.

Mr. Sandy Hickman - Mr. Hickman thanked the Board's Staff for all their hard work. He noted that the month of August will be a busy time in Newfoundland and Labrador this year, especially when it comes to Tourism and the Province hosting the Canada Games. He feels that this is a great opportunity to clean up our towns and make our province look great!

Mr. Charles Bown - Mr. Bown spoke to the Household Hazardous Waste conversations that have been ongoing. He noted that the MMSB is here to help with any of these initiatives and looks forward to the opportunity to collaborate with the Regional Service Boards on those issues as it really does need to be a provincewide approach. The MMSB is currently working with the four Atlantic provinces to see what kind of model would work for everyone... letters of support are welcomed and encouraged. Mr. Tessier agreed to at this to the agenda at the next meeting with the Regional Service Boards.

VIII. Upcoming Meetings

Board Members are reminded of the next Board and Committee meetings:

- a) The next meeting of the Board of Directors will take place on Wednesday, May 21, 2025, at 7:00 p.m. at the Double Ice Complex in the Town of Paradise.
- b) The next meeting of the Finance & Audit Committee will take place on Thursday, May 8, 2025, at 12:30 p.m., format to be determined.
- c) The next meeting of the Strategy & Policy Committee will take place on Wednesday, May 7, 2025, at 8:30 a.m., format to be determined.
- d) The next meeting of the Governance Committee will take place on Wednesday, May 14, 2025, at 10:30 a.m., format to be determined.

IX. Adjournment

Seeing no further business to discuss, the meeting adjourned.

Motion:

BE IT RESOLVED that the meeting adjourned at 8:15 p.m.

Motion moved by Steve Tessier and motion seconded by Jill
. Carried Unanimously.

Bruce

Eastern Regional Service Board

BNK2 - Bank of Montreal - EW [1060-0002]

Cheques from 0000000001 to 0000012713 dated between 03-01-2025 and 03-31-2025

CHEQUE REGISTER

Page 1 of 2

Printed: 9:36:43AM 04/01/2025

Number	Issued		Amount	SC	Status	Status Date
0000012655	03/12/2025	Advantage Personnel Ltd.	4,277.66	A/P	CLEARED	03/24/2025
0000012656	03/12/2025	Bell Mobility Inc.	36.80	A/P	CLEARED	03/24/2025
0000012657	03/12/2025	Channel 6 Ads - Avalon Region	184.00	A/P	OUT-STD	03/12/2025
0000012658	03/12/2025	City of St. John's	38,895.90	A/P	CLEARED	03/20/2025
0000012659	03/12/2025	Concord Enterprises Inc.	5,182.67	A/P	CLEARED	03/19/2025
0000012660	03/12/2025	CTT Tirecraft	3,946.12	A/P	CLEARED	03/19/2025
0000012661	03/12/2025	Dodd's Diesel Repair Ltd.	20,064.93	A/P	CLEARED	03/20/2025
0000012662	03/12/2025	Eastlink Communications Channel 6 Ads	155.25	A/P	CLEARED	03/25/2025
0000012663	03/12/2025	Fortis Concrete Inc.	423.20	A/P	CLEARED	03/26/2025
0000012664	03/12/2025	Harbour ELECTRIC Ltd.	4,096.49	A/P	CLEARED	03/26/2025
0000012665	03/12/2025	Hi Tech Scales Ltd.	3,658.15	A/P	CLEARED	03/24/2025
0000012666	03/12/2025	Jason O'Brien	69.35	A/P	CLEARED	03/24/2025
0000012667	03/12/2025	Jenkins Anthony Inc.	9,039.11	A/P	CLEARED	03/20/2025
0000012668	03/12/2025	K.J.H. Dirtwork's Ltd.	48,418.72	A/P	CLEARED	03/19/2025
0000012669	03/12/2025	Kal Tire	2,174.51	A/P	CLEARED	03/25/2025
0000012670	03/12/2025	Leslie Squires	440.00	A/P	CLEARED	03/18/2025
0000012671	03/12/2025	Miller IT Limited	1,171.97	A/P	CLEARED	03/19/2025
0000012672	03/12/2025	Newfoundland Power Inc.	128.35	A/P	CLEARED	03/19/2025
0000012673	03/12/2025	North Sun Energy	24,164.85	A/P	CLEARED	03/20/2025
0000012674	03/12/2025	O'Brien's Trucking Ltd	3,005.33	A/P	OUT-STD	03/12/2025
0000012675	03/12/2025	OMB Parts & Industrial Ltd.	447.70	A/P	CLEARED	03/24/2025
0000012676	03/12/2025	ORKIN Canada Corporation	209.90	A/P	CLEARED	03/27/2025
0000012677	03/12/2025	Pike's Pro Hardware & Building Supplies	387.74	A/P	OUT-STD	03/12/2025
0000012678	03/12/2025	Rodney Delaney	130.40	A/P	CLEARED	03/24/2025
0000012679	03/12/2025	Shred-it c/o Stericycle ULC	110.93	A/P	CLEARED	03/26/2025
0000012680	03/12/2025	Squires Water Well Drilling Inc.	45,202.81	A/P	CLEARED	03/24/2025
0000012681	03/12/2025	Stephen Tessier	973.88	A/P	CLEARED	03/12/2025
0000012682	03/12/2025	T2 Ventures Inc.	347,673.20	A/P	CLEARED	03/14/2025
0000012683	03/12/2025	TELUS	1,021.20	A/P	OUT-STD	03/12/2025
0000012684	03/12/2025	Town of St. Joseph's	1,362.50	A/P	OUT-STD	03/12/2025
0000012685	03/12/2025	Tulk Tire & Service Ltd.	836.55	A/P	CLEARED	03/24/2025
0000012686	03/12/2025	Vardy Villa Limited	18,011.88	A/P	CLEARED	03/26/2025
0000012688	03/26/2025	62167 Newfoundland and Labrador Inc	7,380.30	A/P	OUT-STD	03/26/2025
0000012689	03/26/2025	Advantage Personnel Ltd.	3,875.04	A/P	OUT-STD	03/26/2025
0000012690	03/26/2025	All Wheel Drive	884.04	A/P	OUT-STD	03/26/2025
0000012691	03/26/2025	Bernice Hickey	109.26	A/P	OUT-STD	03/26/2025
0000012692	03/26/2025	Concord Enterprises Inc.	3,887.00	A/P	OUT-STD	03/26/2025
0000012693	03/26/2025	Craig Pitcher	143.13	A/P	OUT-STD	03/26/2025
0000012694	03/26/2025	CTT Tirecraft	4,374.23	A/P	OUT-STD	03/26/2025
0000012695	03/26/2025	D&L Russell Limited	241.49	A/P	OUT-STD	03/26/2025
0000012696	03/26/2025	De Lage Landen Financial Services Canada Ltd.	407.32	A/P	OUT-STD	03/26/2025
0000012697	03/26/2025	Dicks and Company Limited	1,527.15	A/P	OUT-STD	03/26/2025
0000012698	03/26/2025	Dodd's Diesel Repair Ltd.	44,106.34	A/P	OUT-STD	03/26/2025
0000012699	03/26/2025	Donald Wood	118.00	A/P	OUT-STD	03/26/2025
0000012700	03/26/2025	Eastcom Inc.	22.94	A/P	OUT-STD	03/26/2025
0000012701	03/26/2025	Ember Experience	3,737.50	A/P	OUT-STD	03/26/2025

** - Name on Check was modified

Eastern Regional Service Board

BNK2 - Bank of Montreal - EW [1060-0002]

Cheques from 0000000001 to 0000012713 dated between 03-01-2025 and 03-31-2025

CHEQUE REGISTER

Printed: 9:36:43AM 04/01/2025

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Number	Issued		Amount	SC	Status	Status Date
0000012702	03/26/2025	Gerald Young	24.04	A/P	OUT-STD	03/26/2025
0000012703	03/26/2025	Hickman Chevrolet Cadillac	1,371.27	A/P	OUT-STD	03/26/2025
0000012704	03/26/2025	Hilda Whelan	310.34	A/P	OUT-STD	03/26/2025
0000012705	03/26/2025	Jacqueline Crocker	112.54	A/P	OUT-STD	03/26/2025
0000012706	03/26/2025	Lorraine Kaczmarczyk	87.41	A/P	OUT-STD	03/26/2025
0000012707	03/26/2025	Newfoundland Power Inc.	8,505.05	A/P	OUT-STD	03/26/2025
0000012708	03/26/2025	Pinnacle Office Solutions Ltd.	173.01	A/P	OUT-STD	03/26/2025
0000012709	03/26/2025	Pitney Bowes	2,903.48	A/P	OUT-STD	03/26/2025
0000012710	03/26/2025	Princess Auto	687.67	A/P	OUT-STD	03/26/2025
0000012711	03/26/2025	Sullivan's Electrical Limited	825.00	A/P	OUT-STD	03/26/2025
0000012712	03/26/2025	Tulk Tire & Service Ltd.	2,662.53	A/P	OUT-STD	03/26/2025
Total Issued (57):			\$674,378.13			
Total Voided (0):			\$0.00			
Grand Total:			\$674,378.13			
Number of Cheques Listed:			57			

EASTERN REGIONAL SERVICE BOARD

PAYROLL EXPENSE

MAR 2025

Payroll – Staff (<i>2 pay periods – 25 employees</i>).....	\$138,796.43
Payroll – Board (<i>18 members</i>)	<u>\$00,000.00</u>
Total Payroll (<i>25 employees</i>)	\$138,796.43
Payroll CRA Remittance	<u>\$50,495.44</u>
TOTAL GROSS PAYROLL	<u>\$189,291.87</u>

PREVIOUS MONTH

FEB 2025

Payroll – Staff (<i>2 pay periods – 25 employees</i>).....	\$134,161.41
Payroll – Board (<i>18 members</i>)	<u>\$00,000.00</u>
Total Payroll (<i>25 employees</i>)	\$134,161.41
Payroll CRA Remittance	<u>\$ 48,944.02</u>
TOTAL GROSS PAYROLL	<u>\$183,105.43</u>



Statement

Account Name:	EASTERN REGIONAL SERVICE BOARD	Card Number:	xxxx-xxxx-xxxx-3165
Company Name:	EASTERN REGIONAL SERVICE BOARD	Account Limit:	\$ 50,000.00
Employee ID:	CDROVER	Available Credit:	\$ 39,153.20
Statement Date (MM/DD/YYYY):	03/28/2025	Currency:	CANADIAN DOLLAR
Payment Due Date (MM/DD/YYYY):	04/18/2025		

Payments and credits received after this statement date and before the payment due date will reduce the total amount charged to your autopay account for this statement period.

Payments made to Individual cards will refresh both the Corporate limit and the Individual card limit by the amount paid. Payments and credits received after this statement date will be reflected on your next statement.

Statement Summary:

YOUR REWARDS

Rewards earned:	\$ 108.41
Rewards adjusted:	\$ 0.00
Total rewards earned:	\$ 108.41
Rewards balance year to date:	\$ 262.08

Annual cashback credit processed annually in January
Report any items which do not agree with your records within 30 days of the statement date.

Previous Balance:	\$ 10,094.31
Payments:	\$ -10,089.13
Adjustments:	\$ 0.00
Net Purchases:	\$ 10,841.62
Cash Advance:	\$ 0.00
Fees:	\$ 0.00
Other Charges:	\$ 0.00
New Account Balance:	\$ 10,846.80

Transaction Summary:

Trans Date	Posting Date Trans ID	Description	Pre-Tax Amount Auth #	Total Tax	Trans Amount
Card Number xxxx-xxxx-xxxx-3165 EASTERN REGIONAL SERVICE BOARD					
03/21	03/21 581803952	AUTOMATIC PYMT RECEIVED	\$ -10,089.13	\$ 0.00	\$ -10,089.13
			TOTAL CREDITS	xxxx-xxxx-xxxx-3165	\$ -10,089.13
			TOTAL DEBITS	xxxx-xxxx-xxxx-3165	\$ 0.00
Card Number xxxx-xxxx-xxxx-3500 BUTT, KEVIN					
03/06	03/07 579620799	EMM HARDCHROME & HYDRA ST. JOHN'S NL	\$ 300.00 061414	\$ 45.00 (e)	\$ 345.00
03/07	03/10 579935098	DGSNL MRD MOUNT PEARL MOUNT PEARL NL	\$ 347.83 095614	\$ 52.17 (e)	\$ 400.00
03/12	03/14 580710703	CANADIAN TIRE #217 CARBONEAR NL	\$ -4.50 019696	\$ -0.68 (e)	\$ -5.18
03/13	03/14 580710704	ISLAND HOSE AND FITTIN MOUNT PEARL NL	\$ 378.32 045879	\$ 56.75 (e)	\$ 435.07

03/13	03/17 580966699	CANADIAN TIRE #333 ST JOHN'S NL	\$ 239.99 007360	\$ 36.00 (e)	
03/25	03/26 582707134	ULTRAMAR #95090 BLAKETOWN NL	\$ 20.00 097987	\$ 3.00 (e)	\$ 23.00
			TOTAL CREDITS	xxxx-xxxx-xxxx-3500	\$ -5.18
			TOTAL DEBITS	xxxx-xxxx-xxxx-3500	\$ 1,479.06

Card Number xxxx-xxxx-xxxx-7456 DEAN, CHRISTIE					
03/06	03/06 579402363	STARLINK INTERNET HALIFAX NS	\$ 320.00 087590	\$ 48.00 (e)	\$ 368.00
03/19	03/20 581649341	COLEMANS ST. JOHN'S NL	\$ 35.24 021649	\$ 5.29 (e)	\$ 40.53
03/19	03/21 581940839	BOSTON PIZZA #914 OLM ST. JOHN'S NL	\$ 16.30 095033	\$ 2.45 (e)	\$ 18.75
03/19	03/21 581940840	BOSTON PIZZA #914 OLM ST. JOHN'S NL	\$ 287.85 037176	\$ 43.18 (e)	\$ 331.03
			TOTAL CREDITS	xxxx-xxxx-xxxx-7456	\$ 0.00
			TOTAL DEBITS	xxxx-xxxx-xxxx-7456	\$ 758.31

Card Number xxxx-xxxx-xxxx-3047 DROVER, CRAIG					
03/04	03/05 579184705	CCOHS/CCHST HAMILTON ON	\$ 83.05 073258	\$ 12.46 (e)	\$ 95.51
03/10	03/11 580221086	CPA NEWFOUNDLAND AND L ST. JOHN'S NL	\$ 1,260.00 016679	\$ 189.00 (e)	\$ 1,449.00
			TOTAL CREDITS	xxxx-xxxx-xxxx-3047	\$ 0.00
			TOTAL DEBITS	xxxx-xxxx-xxxx-3047	\$ 1,544.51

Card Number xxxx-xxxx-xxxx-4730 HEATH, IVAN					
03/18	03/20 581649340	FOODLAND #9214 WHITBOURNE NL	\$ 9.37 009725	\$ 1.40 (e)	\$ 10.77
03/20	03/24 582296423	WAL-MART #3015 CARBONEAR NL	\$ 230.88 085576	\$ 34.63 (e)	\$ 265.51
03/26	03/27 582906573	DOLLARAMA # 509 BAY ROBERTS NL	\$ 10.00 072503	\$ 1.50 (e)	\$ 11.50
			TOTAL CREDITS	xxxx-xxxx-xxxx-4730	\$ 0.00
			TOTAL DEBITS	xxxx-xxxx-xxxx-4730	\$ 287.78

Card Number xxxx-xxxx-xxxx-4653 POWER, HOLLY					
02/28	03/03 578505948	CAPITAL HOTEL ST. JOHN'S NL	\$ 500.00 030673	\$ 0.00	\$ 500.00
03/05	03/07 579620800	CAPITAL HOTEL ST. JOHN'S NL	\$ 864.19 068933	\$ 0.00	\$ 864.19
			TOTAL CREDITS	xxxx-xxxx-xxxx-4653	\$ 0.00
			TOTAL DEBITS	xxxx-xxxx-xxxx-4653	\$ 1,364.19

Card Number xxxx-xxxx-xxxx-5229 RIDEOUT, COLIN					
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03/06	03/07 579620874	ALL WHEEL DRIVE HAPPY VALLEY- NL	\$ 90.00 081450	\$ 13.50 (e)	Page 3 of 5 \$ 103.50
			TOTAL CREDITS	xxxx-xxxx-xxxx-5229	\$ 0.00
			TOTAL DEBITS	xxxx-xxxx-xxxx-5229	\$ 103.50
Card Number xxxx-xxxx-xxxx-0293 TUCKER, LYNN					
02/28	03/03 578505877	RESESK DOUBLETREE BY 8007742354 CT	\$ 1,280.96 061165	\$ 0.00	\$ 1,280.96
02/28	03/03 578505876	HOTELBOOKING SERV FEE 8007279059 UT	\$ 17.99 001400	\$ 0.00	\$ 17.99
03/14	03/17 580966700	SOBEYS #681 ST.JOHN'S NL	\$ 45.56 020080	\$ 6.83 (e)	\$ 52.39
03/17	03/18 581278841	ZOOM.COM 888-799-9666 SAN JOSE CA	\$ 21.49 028937	\$ 3.22 (e)	\$ 24.71
03/21	03/21 581940838	CIVICINFO BC 250-383-4898 BC	\$ 790.46 096513	\$ 94.85 (e)	\$ 885.31
03/21	03/24 582296422	FCM - FED.OF CDN MUN OTTAWA ON	\$ 1,298.03 074783	\$ 194.70 (e)	\$ 1,492.73
03/21	03/24 582296347	FCM - FED.OF CDN MUN OTTAWA ON	\$ 1,298.03 051064	\$ 194.70 (e)	\$ 1,492.73
03/24	03/25 582479904	JUNGLE JIMS BAY ROBERTS NL	\$ 54.46 066968	\$ 8.17 (e)	\$ 62.63
			TOTAL CREDITS	xxxx-xxxx-xxxx-0293	\$ 0.00
			TOTAL DEBITS	xxxx-xxxx-xxxx-0293	\$ 5,309.45



CUSTOMER SERVICE:

Service Representatives are available to assist you 24 hours a day, seven days a week. Please have account number information ready.

BMO

Telephone Inquiries: 1-855-825-9232

Lost/Stolen cards: 1-844-316-3760

Outside Canada and USA call collect: 514-881-3808

TTY (For the Deaf and Hard of Hearing): 1-866-859-2089

Internet: bmo.com/treasuryandpayment

Diners Club

Telephone Inquiries: 1-800-363-3333

Lost/Stolen cards: 1-866-890-9552

Outside Canada and USA call collect: 1-514-881-3735

TTY (For the Deaf and Hard of Hearing): 1-866-859-2089

Internet: dinersclubnorthamerica.com



PAYMENT INFORMATION:

	BMO	Diners Club
You can mail your payment to:	BMO P.O. Box 6044, Station Centre-Ville Montreal, QC H3C 3X2	Diners Club P.O. Box 6044, Station Centre-Ville Montreal, QC H3C 3X2
You may send your payment via overnight mail to:	BMO Symcor Inc (Remittance services) 650 Bridge Street Montreal, Quebec H3K 3K9	Diners Club Symcor Inc (Remittance services) 650 Bridge Street Montreal, Quebec H3K 3K9
IMPORTANT PAYMENT INFORMATION:	For BMO accounts, please make your cheque or money order payable to: BMO Bank of Montreal	For Diners Club accounts, please make your cheque or money order payable to: Diners Club

If you are paying by mail:

Remember

- Enclose your cheque or money order, payable in the same currency as your credit card, with this payment coupon, but do not staple or tape them together.
- Write your account number on the front of your cheque or money order.
- Please do not send cash.

A fee will be assessed against returned cheques.

® Registered trade-mark of Bank of Montreal.



The balance due will be automatically debited from your bank account as you authorized.

TOWNS PAYMENT ACTIVITY 2025 - As of Apr 8, 2025											
(Towns include all incorporated towns and those LSDs who pay collectively)											
CustCode	Town/Local Service District	Number of Units	Number of Units x \$225.00	Prior Year (Credit) Arrears *	Fire Fees	Total Invoiced	Payments/ Adjustments	Arrears	Over 30 Days Past Due	Over 60 Days Past Due	Current Balance
LSDOF201	LSD of Georgetown	131	\$29,475	\$0		\$29,475	\$14,738	\$0	\$0	\$0	\$14,737
LSDOF202	LSD of Marysville	240	\$54,000	\$0		\$54,000	\$13,900	\$0	\$0	\$0	\$40,100
POUCH001	Pouch Cove	914	\$205,650	\$0		\$205,650	\$61,655	\$0	\$0	\$0	\$143,995
TOWN0001	Carbonear	2151	\$483,975	\$0		\$483,975	\$145,193	\$0	\$0	\$0	\$338,782
TOWN0003	Clarke's Beach	612	\$137,700	\$0		\$137,700	\$77,700	\$0	\$0	\$0	\$60,000
TOWN301	Come by Chance	118	\$26,550	\$0		\$26,550	\$7,965	\$0	\$0	\$0	\$18,585
TOWN302	Norman's Cove-Long Cove	333	\$74,925	\$0		\$74,925	\$22,520	\$0	\$0	\$0	\$52,406
TOWN303	Chapel Arm	253	\$56,925	\$0		\$56,925	\$22,770	\$0	\$0	\$0	\$34,155
TOWN304	Southern Harbour	184	\$41,400	\$0		\$41,400	\$8,280	\$0	\$0	\$0	\$33,120
TOWN305	Sunnyside	205	\$46,125	\$0		\$46,125	\$7,838	\$0	\$0	\$0	\$38,288
TOWN502	Chance Cove	151	\$33,975	\$0		\$33,975	\$10,193	\$0	\$0	\$0	\$23,783
TOWN503	Arnold's Cove	535	\$120,375	\$0		\$120,375	\$36,113	\$0	\$0	\$0	\$84,263
TOWN0203	Colliers	293	\$65,925	\$0		\$65,925	\$19,778	\$0	\$0	\$0	\$46,148
TOWN0205	Holyrood	1098	\$247,050	\$0		\$247,050	\$117,050	\$0	\$0	\$0	\$130,000
TOWN0401	Aquaforte	69	\$15,525	\$0	\$5,745	\$21,270	\$6,381	\$0	\$0	\$0	\$14,889
TOWN0402	Bay Bulls	640	\$144,000	\$0		\$144,000	\$42,728	\$0	\$0	\$0	\$101,273
TOWN0403	Cape Broyle	277	\$62,325	\$0	\$25,134	\$87,459	\$26,238	\$0	\$0	\$0	\$61,221
TOWN0404	Fermeuse-Kingman's Cove	179	\$40,275	\$0		\$40,275	\$40,275	\$0	\$0	\$0	\$0
TOWN0405	Ferryland	272	\$61,200	\$0		\$61,200	\$15,300	\$0	\$0	\$0	\$45,900
TOWN0407	Renews-Cappahayden	234	\$52,650	\$0		\$52,650	\$15,795	\$0	\$0	\$0	\$36,855
TOWN0408	St. Shott's	50	\$11,250	\$0		\$11,250	\$2,813	\$0	\$0	\$0	\$8,438
TOWN0410	Witless Bay	744	\$167,400	\$0		\$167,400	\$50,220	\$0	\$0	\$0	\$117,180
TOWN0411	Portugal Cove South	88	\$19,800	\$0		\$19,800	\$4,950	\$0	\$0	\$0	\$14,850
TOWN0504	Long Harbour-Mount Arlington Heights	197	\$44,325	\$0		\$44,325	\$13,298	\$0	\$0	\$0	\$31,028
TOWN0505	Fox Harbour	134	\$30,150	\$0		\$30,150	\$9,223	\$0	\$0	\$0	\$20,927
TOWN0507	St. Bride's	139	\$31,275	\$0		\$31,275	\$7,820	\$0	\$0	\$0	\$23,455
TOWN0508	Point Lance	47	\$10,575	\$0		\$10,575	\$2,644	\$0	\$0	\$0	\$7,931
TOWN0509	Branch	161	\$36,225	\$0		\$36,225	\$15,225	\$0	\$0	\$0	\$21,000
TOWN0510	Mount Carmel-Mitchell's Brook-St. Catherii	299	\$67,275	\$0		\$67,275	\$16,819	\$0	\$0	\$0	\$50,456
TOWN0511	St. Joseph's	107	\$24,075	\$0		\$24,075	\$6,019	\$0	\$0	\$0	\$18,056
TOWN0512	Admiral's Beach	82	\$18,450	\$3,280		\$21,730	\$4,303	\$0	\$0	\$0	\$17,427
TOWN0513	Gaskiers Point LaHaye	143	\$32,175	\$0		\$32,175	\$9,653	\$0	\$0	\$0	\$22,523
TOWN0514	Colinet	74	\$16,650	\$0		\$16,650	\$4,163	\$0	\$0	\$0	\$12,488
TOWN0515	Riverhead	113	\$25,425	\$0		\$25,425	\$2,520	\$0	\$0	\$0	\$22,905
TOWN0516	St. Mary's	236	\$53,100	\$0		\$53,100	\$15,930	\$0	\$0	\$0	\$37,170
TOWN0517	St. Vincents	220	\$49,500	\$0		\$49,500	\$14,850	\$0	\$0	\$0	\$34,650
TOWN0602	Heart's Delight-Islington	464	\$104,400	\$0		\$104,400	\$31,320	\$0	\$0	\$0	\$73,080
TOWN0603	Heart's Desire	139	\$31,275	\$0		\$31,275	\$9,383	\$0	\$0	\$0	\$21,893
TOWN0802	Bay de Verde	221	\$49,725	\$5,220		\$54,945	\$0	\$0	\$0	\$0	\$54,945
TOWN0811	Victoria	873	\$196,425	\$0		\$196,425	\$98,213	\$0	\$0	\$0	\$98,213
TOWN0812	Bay Roberts	2790	\$627,750	\$0		\$627,750	\$156,938	\$0	\$0	\$0	\$470,813
		16210	\$ 3,647,250	\$ 8,500	\$ 30,879	\$ 3,686,629	\$ 1,188,707	\$ -	\$ -	\$ -	\$ 2,497,922

2025 TOTAL OUTSTANDING INCORPORATED TOWNS	\$ 2,497,921.99
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PAD* Set up for pre-authorized debit payments

SPAR** Special Payment Arrangement in Place

EASTERN REGIONAL SERVICE BOARD
BRIEFING NOTE / REPORT

TITLE:	Draft Asset Management Plan
MEETING DATE:	2025-04-23
TO:	Board / Finance & Audit / Strategy & Policy / Governance
PREPARED BY:	Craig Drover, Director Corporate Services
REVIEWED BY:	Lynn Tucker, Chief Administrative Officer
APPROVED BY:	Lynn Tucker, Chief Administrative Officer

RECOMMENDED ACTION:

It is recommended that Eastern Regional Service Board accepts the draft Asset Management Plan as written and continues to be updated on the plan on an ongoing basis.

MOTION:

BE IT RESOLVED that the Board adopt the Draft Asset Management Plan as tabled.

BACKGROUND/DISCUSSION:

- The attached Asset Management Policy and Asset Management Plan outline how the Board identifies, values, and maintains current tangible assets. The plan also addresses the purchase of new assets and the disposition of current assets at the end of their useful life.

FINANCIAL IMPACT:

- The Asset Management Plan will be a living document that will be updated as assets are purchased and disposed of by the Board. It is the first piece of a larger Financial Plan that is being compiled.

ATTACHMENTS:

- Draft Asset Management Plan 2025

ASSET MANAGEMENT POLICY

EASTERN REGIONAL SERVICE BOARD (ERSB)

PROVINCE OF NEWFOUNDLAND AND LABRADOR

1. PURPOSE

The purpose of this Asset Management Policy is to outline the principles and strategies for the management of the Eastern Regional Service Board's (ERSB) assets, particularly in relation to municipal waste collection services in the Eastern Region of Newfoundland and Labrador. This policy aims to ensure that assets are effectively managed, maintained, and optimized to deliver reliable and sustainable services to residents while maintaining fiscal responsibility, safety, and environmental sustainability.

This policy is designed to provide a structured approach to managing ERSB's assets, ensuring the effective and sustainable delivery of municipal waste collection services across the Eastern Region of Newfoundland and Labrador.

2. SCOPE

This policy applies to all assets owned, operated, or managed by the ERSB, including but not limited to:

- Waste transportation vehicles and operational light duty vehicles.
- Waste management infrastructure (e.g., waste recovery facilities, transfer stations).
- Equipment used in the waste collection process (e.g., compaction trailers, augers, and maintenance tools).
- Office equipment and technology (e.g., computers, software systems, and communication tools).

This policy applies to all ERSB staff involved in asset planning, procurement, maintenance, operation, and disposal.

3. ASSET MANAGEMENT OBJECTIVES

The ERSB's asset management objectives are as follows:

- **Optimize Asset Performance:** Maximize the value and useful life of assets through proactive maintenance and efficient usage.
- **Minimize Risk:** Identify, assess, and manage risks associated with asset failure that could affect waste collection services or public safety.
- **Ensure Sustainability:** Promote environmentally sustainable practices in the use, maintenance, and disposal of assets.
- **Maintain Financial Stewardship:** Ensure cost-effective investment in, operation, and maintenance of assets, and ensure that resources are utilized efficiently.
- **Comply with Legislation and Standards:** Ensure that asset management practices comply with relevant municipal, provincial, and federal regulations, including environmental and safety standards.

4. ASSET MANAGEMENT PRINCIPLES

The ERSB's asset management will be guided by the following principles:

- **Lifecycle Management:** All assets will be managed throughout their lifecycle, from planning, acquisition, and operation, to decommissioning and disposal, to ensure their optimal value is realized.
- **Risk Based Decision Making:** Asset management decisions will be informed by a systematic assessment of risks related to asset failure, service disruption, and safety hazards.
- **Data Driven Management:** Accurate and reliable data will be collected and analyzed to make informed decisions regarding asset performance, maintenance needs, and replacement strategies.
- **Continuous Improvement:** The ERSB will continually review and refine asset management practices, learning from operational experiences, audits, and feedback.
- **Public Accountability:** The ERSB will maintain transparency in asset management processes and decisions, ensuring accountability to the public and stakeholders.

5. ROLES AND RESPONSIBILITIES

Board of Directors and Executive Management

- Approve the Asset Management Policy and ensure its alignment with ERSB's strategic goals.

- Allocate adequate resources to support asset management initiatives.
- Ensure that asset management decisions align with legal and financial obligations, as well as the ERSB's overall mission.

Board Committees

- Oversee the development and implementation of the asset management plan.
- Advise on the prioritization of capital investments and asset procurement based on service needs and risk assessments.

Managers and Supervisors

- Implement the asset management plan within their respective departments, including planning, budgeting, and executing asset maintenance and replacement schedules.
- Ensure staff compliance with asset management protocols and safety standards.
- Coordinate asset related training and capacity building activities for staff.
- Monitor asset performance and ensure that maintenance and replacement schedules are adhered to.

Staff Members

- Follow established procedures for the proper use, maintenance, and reporting of assets.
- Report any asset malfunctions, maintenance needs, or safety concerns to their supervisors in a timely manner.
- Participate in training programs related to asset care and management.

6. ASSET MANAGEMENT STRATEGY

Asset Inventory and Condition Monitoring

- ERSB will maintain an current inventory of all assets, including heavy equipment, light vehicles, operational equipment, office assets, and infrastructure.
- Asset condition will be regularly assessed to determine performance, functionality, and remaining useful life.
- Assets will be classified based on their importance to service delivery and their condition, ensuring that critical assets receive priority in maintenance and replacement.

Maintenance and Repairs

- **Corrective Maintenance:** In the event of potential asset failure, corrective maintenance will be performed promptly to ensure or restore asset functionality. Any unanticipated downtime will be minimized through efficient repairs and replacement strategies.
- **Emergency Maintenance:** Procedures for handling emergency repairs will be established and communicated, ensuring minimal disruption to waste collection services.
- **Preventive Maintenance:** Regular and scheduled preventive maintenance activities will be carried out to minimize breakdowns and extend asset lifespans. This includes:
 - **Heavy Equipment:** routine inspections, lubrication, cleaning, and calibration of vehicles and trailers.
 - **Office Equipment:** inspections, updating, cleaning, and testing.
 - **Light Duty Vehicles:** routine maintenance and inspections.
 - **Facilities:** monitoring of site infrastructure, cleaning, and routine maintenance.

Asset Replacement and Renewal

- ERSB will monitor the condition and performance of assets, using data driven assessments to inform decisions regarding asset replacement.
- Asset replacement decisions will take into account the total cost of ownership, including acquisition, operation, maintenance, and disposal costs.
- A long-term capital replacement plan will be developed to forecast and budget for the replacement of aging or outdated assets, with particular attention to high-cost items such as waste collection vehicles. Suggested long-term replacement cycles are as follows:
 - Speciality Trailers – 7 years
 - Tractors – 7 years
 - Light Duty Vehicles – 5 years
 - Heavy Equipment – 10 years
 - Waste Recovery Facility Site Development – 7 years
 - Waste Recovery Facility Infrastructure – 10 years
 - Office Equipment – 5 years
 - Office Furniture – 10 years
 - Equipment Depot and Transfer Station Buildings – 20 years
 - Speciality Waste Transfer infrastructure – 7 years

Environmental Sustainability

- ERSB will consider environmental impacts in the procurement, operation, and disposal of assets, striving to reduce the ecological footprint of its operations.
- Where economically and operationally feasible, the ERSB will invest in energy efficient and environmentally friendly vehicles and equipment, including the use of alternative fuels and green technologies.
- Recycling, waste reduction, and responsible disposal practices will be applied to obsolete assets, ensuring that materials are disposed of, reutilized, or recycled in an environmentally sustainable manner.

7. ASSET PROCUREMENT

- All procurement practices will be based on applicable provincial procurement legislation and policies.
- Asset procurement will follow a competitive and transparent process to ensure the best value for money dependent on the legislative thresholds.
- Specifications for new assets will be developed based on service requirements, performance standards, and environmental considerations.
- Where appropriate and operationally possible, the ERSB will consider leasing options or collaborative partnerships to reduce upfront capital costs and optimize asset use.

8. PERFORMANCE MONITORING AND REPORTING

- Asset performance will be regularly monitored through key performance indicators (KPIs) such as asset availability, reliability, maintenance costs, and downtime.
- Monthly and annual reports will be prepared to track the performance of assets and to evaluate the effectiveness of the asset management strategy.
- These reports will be shared with the Board of Directors and used to inform decision-making regarding future asset investments and strategies.

9. RISK MANAGEMENT

- The ERSB will identify, assess, and manage risks associated with assets, including operational, financial, and safety risks.

- A risk-based approach will be used to prioritize asset maintenance and replacement, ensuring that critical assets receive the necessary attention.
- Emergency preparedness plans will be developed for high-risk scenarios, such as vehicle accidents or equipment failure, to ensure minimal disruption to waste collection services.

10. POLICY REVIEW AND CONTINUOUS IMPROVEMENT

- This Asset Management Policy will be reviewed annually to ensure its continued relevance and effectiveness.
- The policy will be updated as necessary to reflect changes in technology, regulatory requirements, and best practices in asset management.
- Feedback from staff, contractors, and other stakeholders will be solicited to continuously improve the asset management framework.

Signed,

Lynn Tucker

Chief Administrative Officer

Eastern Regional Service Board

Date:

ASSET MANAGEMENT PLAN (AMP)

EASTERN REGIONAL SERVICE BOARD (ERSB)

PROVINCE OF NEWFOUNDLAND AND LABRADOR

1. INTRODUCTION

This Asset Management Plan (AMP) outlines the strategies, processes, and actions needed for the effective management of the assets owned and operated by the Eastern Regional Service Board (ERSB). The ERSB provides waste management services across the Eastern Region of Newfoundland and Labrador. The ERSB operates from one administrative office in St. John's, one commercial transfer station in Clarenville, one equipment depot in Whitbourne, and ten waste recovery sites across the region. The ERSB operates a fleet of specialized tractor trailers for the transportation of municipal solid waste, recycling, and household bulk material to the Robin Hood Bay Regional Landfill in St. John's. The objective of this AMP is to ensure the long-term sustainability, operational efficiency, and regulatory compliance of all assets involved in the waste management operations.

2. ORGANIZATION OVERVIEW

- Name: Eastern Regional Service Board (ERSB)
- Service Area: Eastern Region, Newfoundland and Labrador
- Core Service: Collection, transportation, and disposal of municipal waste, recycling, and bulk household waste.
- Key Assets and Work Sites:
 - Clarenville Transfer Station
 - Whitbourne Equipment Depot
 - Main administrative office at 255 Major's Path
 - Tractor trailers and supporting vehicles
 - Site infrastructure in Clarenville and Whitbourne
 - Ten Waste Recovery Facilities located in: Whitbourne, Clarenville, Saint Joseph's, Renews-Cappahayden, Placentia, Wabana, Bay Bulls, Cavendish, Old Perlican and Harbour Grace.

3. ASSET INVENTORY

The ERSB's *Capital Asset Schedule* is included in Appendix 1. This is a comprehensive listing of the ERSB's assets along with the book values, amortization rates, amortization totals and the original costs. The ERSB's asset inventory includes the following main categories:

Office Furniture & Equipment:

Type and Number of Items:

- 18 office desks and cabinets
- One large boardroom table and one small.
- One boardroom TV
- One high efficiency Epson colour photocopier
- One refrigerator
- One coffee maker
- One toaster oven
- Two kitchen cupboards.
- One safe
- Four desk printers.

Age and condition of office furniture and equipment:

- Much of the office furniture was purchased between 2014 and 2019
- The office furniture in the St. John's office is in good shape except for some older pieces of used furniture.
- New desk printers have been purchased in 2025, and the photocopier was purchased in 2020.
- The board room tables were purchased used in 2012. The chairs were purchased in 2020. The tables would potentially be replaced in the event of an office renovation.

Computer Equipment:

Type and Number of Items:

- 19 desk top computers and laptops
- One Dell server

- Two tablets

Age and condition of computer equipment:

- Several of the desk top computers were purchased in 2013 and 2014 but have been routinely updated. These are approaching the end of their useful life for use with the accounting software and will have to be replaced.
- The laptops were purchased from 2019 onwards and have been updated where possible. One will need to be replaced but the remainder are functional.

Building:

Type and Number of Items:

- Administration office at 255 Major's Path
- Whitbourne Depot
- Clarendville Transfer Station
- 10 Waste recovery facilities

Age and condition of buildings and site infrastructure:

- The ERSB is analysing the possibility of purchasing Suites 1, 2, and 3 of 255 Major's Path. Currently the office space is leased.
- The buildings in Clarendville and Whitbourne were both built within the last ten years. The buildings are maintained well and continuously monitored for any issues. The Clarendville Transfer Station site requires work to be completed to cap off the former Clarendville Landfill. The Clarendville site will require upgrades to increase capacity and to accommodate the amounts of municipal solid waste and recycling passing through the facility.
- The site attendant huts at nine waste recovery facilities were replaced between 2012 and 2014. These huts are in satisfactory condition with many having been electrified.

Heavy Equipment:

The heavy equipment assets belonging to the ERSB are made up of seven tractors, eight speciality trailers, and other operational related equipment. The ERSB heavy equipment assets are as follows:

Whitbourne Depot

- Trucks:
 - GMN 853: 2021 - Freightliner grapple truck
 - GMN 854: 2021 - Freightliner grapple truck
 - GMN 858: 2018 - Freightliner grapple truck
 - GMN 558: 2013 - Freightliner grapple truck
- Trailers:
 - GMN 852: 2021 48' spectec compactor trailer
 - GMN 874: 2021 48' spectec compactor trailer
 - GMN 857- 2017 48' spectec compactor trailer

Clareville Transfer Station

- Trucks
 - GMN 561: 2016 - Freightliner
 - GMN 853: 2016 - Freightliner
 - GMN 550: 2023 - Kenworth
- Trailers
 - GMN 560: 2015 - 48' spectec walking floor trailer
 - GMN 861: 2015 - 48' spectec walking floor trailer
 - GMN 862: 2015 - 48' spectec walking floor trailer
 - GMN 559: 2017 - 48' spectec walking floor trailer
 - GMO 410: 2024 - 48' spectec walking floor trailer

Other Operational Assets

- Two snowblowers
- One snowplow
- One 2016 John Deere Backhoe
- 9 40ft Storage Containers
- One Wood Chipper
- Two Equipment Trailers.

All equipment is maintained as per manufacturer specifications and are in working order. Two of the 2015 walking floor trailers in Clareville will need to be replaced in the short term.

Motor Vehicles:

Number of motor vehicles:

- One 2021 Chevrolet Equinox primarily used by the ERSB Water Tech
- One 2021 Silverado 3500 with plow
- One 2022 GMC Sierra 1500
- One 2025 GMC Sierra 1500
- One 2019 Ram 1500

Age and condition of motor vehicles:

- All vehicles are maintained as per manufacturer specifications and are in good working order.

4. OBJECTIVES OF THE ASSET MANAGEMENT PLAN

The primary objectives of this AMP are to:

- 1. Maximize Asset Life:** Ensure assets are maintained, upgraded, and replaced as necessary to extend their operational life.
- 2. Ensure Safety and Compliance:** Maintain compliance with local, provincial, and federal regulations concerning waste management, waste transportation, and environmental standards.
- 3. Cost Optimization:** Manage resources efficiently to ensure cost-effective asset maintenance and replacement schedules.
- 4. Enhance Service Reliability:** Minimize downtime of equipment and improve the efficiency of waste collection and disposal operations.
- 5. Sustainability:** Implement strategies to reduce environmental impacts of waste management operations.

5. ASSET MANAGEMENT STRATEGY

The asset management strategy focuses on preventive maintenance, lifecycle management, and continual improvement.

5.1 PREVENTIVE MAINTENANCE

Tractor Trailers:

- Develop and adhere to a regular maintenance schedule (e.g., oil changes, tire inspections, brake checks).
- Establish a fleet monitoring system to track trailer usage, service needs, and any failures.
- Keep a record of service histories, recalls, and manufacturer recommendations.

Specialized Waste Handling Equipment:

- This equipment includes the commercial scales, the augers, and the conveyors at the Clarendville Transfer Station.
- Perform monthly safety and operational inspections of compaction equipment, weigh stations, and other critical machinery.
- Ensure that equipment is calibrated to maintain efficiency and compliance with weight regulations.

Site Infrastructure:

- Site infrastructure includes the site attendant huts at the waste recovery facilities and the improvements to the site including berms and laydown areas.
- Develop an annual review and maintenance program for roads, buildings, fencing, security systems, and lighting to prevent safety hazards.

Office Equipment and Furniture:

- Office equipment and furniture includes all computer equipment, office furniture, printers, computer servers, and speciality communication equipment.
- Develop an annual review and maintenance program for office equipment to ensure that the assets are not obsolete.

5.2 ASSET LIFECYCLE MANAGEMENT

Asset Replacement Plans:

- Establish a capital improvement plan that includes replacement and upgrades of equipment (e.g., trailers, compactors).
- Evaluate the remaining useful life of assets using industry standards and historical data to prioritize replacements.
- Set aside funds for major replacements based on asset depreciation schedules.
- Assets to be evaluated on the following schedule:
 - Speciality Trailers – 7 years
 - Tractors – 7 years
 - Light Duty Vehicles – 5 years
 - Heavy Equipment – 10 years
 - Waste Recovery Facility Site Development – 7 years
 - Waste Recovery Facility Infrastructure – 10 years
 - Office Equipment – 5 years
 - Office Furniture – 10 years
 - Equipment Depot and Transfer Station Buildings – 20 years
 - Speciality Waste Transfer infrastructure – 7 years

Cost Benefit Analysis:

- Conduct periodic cost benefit analysis to determine when it is more cost effective to repair or replace assets. The Corporate Services and Operations divisions will include this information in quarterly reporting to the ERSB.
- Factor in operation downtime and repair costs in decision-making.

5.3 RISK MANAGEMENT

An element of the Asset Management Plan is a mechanism to monitor the assets for any risks including unsafe working conditions, equipment failure, and unusual wear and tear.

Risk Assessment:

- Conduct annual risk assessments to identify potential risks related to asset failure, regulatory noncompliance, and environmental hazards.
- Develop contingency plans for major failures of key assets, including waste management equipment and tractor trailers.
- Check worksites monthly to ensure safe working conditions and address any deficiencies.

- Monitor waste recovery sites for any unauthorized access, vandalism, and damage.

Emergency Response Plan:

- Update the emergency response plan to ensure that procedures are in place for equipment failure, waste spillage, or environmental accidents.
- Equip the waste management sites with necessary emergency equipment and training for personnel.

6. FINANCIAL PLANNING

A key element of the Asset Management Plan is ensuring that there is adequate funding for both maintenance and replacement of assets. The Corporate Services and Operations divisions will periodically meet and discuss annual budgets and any material adjustments required to address any risks found through risk analysis processes.

- Annual Budgeting:
 - The ERSB should continue to allocate funds for routine maintenance, capital improvements, and emergency repairs in the annual budget.
 - Reserve funds are in place for unexpected repairs or replacements, particularly for critical assets like tractor trailers.
- Depreciation:
 - Review the depreciation strategy included in the annual audited financial statements, to assess the remaining value of assets and allocate appropriate funds for replacement.
- Grants and Funding:
 - Explore provincial or federal funding opportunities for waste management projects, such as sustainability initiatives or infrastructure upgrades.

7. PERFORMANCE MONITORING AND REPORTING

Monitoring and reporting on asset performance is vital to ensuring that the AMP is effective. The Operations team, especially the Director along with the Facilities and Fleet Manager and the Manager of the Clarendville Transfer Station, will be responsible for the tracking of asset data, the periodic reporting of operational results, and the reporting of critical issues should any arise.

Key Performance Indicators (KPIs):

- Equipment uptime and downtime rates
- Maintenance cost per asset
- Compliance rates with regulatory requirements
- Asset failure rates
- Staff safety incidents related to equipment usage

Regular Reporting:

- Staff should continue to provide quarterly reports to the Board, summarizing the condition of assets, ongoing maintenance activities, and any challenges faced.

Continuous Improvement:

- Regularly review and update the AMP to ensure it reflects changes in technology, regulations, and operational practices.
- Collect feedback from staff and stakeholders to identify areas for improvement.

8. CONCLUSION

This Asset Management Plan is designed to ensure that the Eastern Regional Service Board can continue providing safe, reliable, and efficient waste management services across the Eastern Region of Newfoundland and Labrador. By focusing on proactive maintenance, lifecycle management, and financial planning, the ERSB will be able to optimize the performance and longevity of its assets, while meeting regulatory requirements and minimizing environmental impact.

The next steps will involve further developing the asset inventory, implementing the maintenance schedules, and securing the necessary funding for upcoming asset replacements and upgrades.

Appendix A
Capital Asset Schedule

Eastern Regional Service Board
Capital asset schedule

Year end: December 31, 2024

Completed by	Manager	Partner
ML 2/06/25		

U. 2
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	Date of Add'n	Cost 2023	Additions 2024	Disposals 2024	Cost 2024	Salvage Value	Proceeds On Disposal	Gain (loss) on Disposal	Accum Amort 2023	Reductions 2024	Adjusted Opening Amort	Rate	Pro- rate	Amort Expense 2024	Accum Amort 2024	Net Book Value 2024	Net book Value 2023	WP Ref
Office Furniture & Equipment CCA class: N/A Rate method: Declining balance Rate unit: % Group rate: 20 % Group pro-rate: 12/12 months Half normal amortization for additions: Yes																		
Konica 7135 Photocopier	Feb 24 09	925.00	-	-	925.00	-	-	-	925.00	-	925.00	20	12	-	925.00	-	-	
Office Equipment		651.70	-	-	651.70	-	-	-	651.70	-	651.70	20	12	-	651.70	-	-	
Boardroom tables	Feb 04 09	447.92	-	-	447.92	-	-	-	447.92	-	447.92	20	12	-	447.92	-	-	
Office furniture & computers	Jan 07 09	7,857.75	-	-	7,857.75	-	-	-	7,546.73	-	7,546.73	20	12	62.20	7,608.93	248.82	311.02	
HST on 2009 additions	Dec 31 09	583.86	-	-	583.86	-	-	-	583.86	-	583.86	20	12	-	583.86	-	-	
Video camera	Aug 07 11	425.98	-	-	425.98	-	-	-	425.98	-	425.98	20	12	-	425.98	-	-	
Boardroom Table	Jun 19 12	1,255.72	-	-	1,255.72	-	-	-	1,158.64	-	1,158.64	20	12	19.42	1,178.06	77.66	97.08	
Safe	Jul 19 12	1,048.74	-	-	1,048.74	-	-	-	967.67	-	967.67	20	12	16.21	983.88	64.86	81.07	
Office furniture & equipment	Dec 31 13	24,413.66	-	-	24,413.66	-	-	-	22,054.40	-	22,054.40	20	12	471.85	22,526.25	1,887.41	2,359.26	
Gounging Torch	Jan 03 14	189.00	-	-	189.00	-	-	-	189.00	-	189.00	20	12	-	189.00	-	-	
Office Furniture	Feb 05 14	2,677.21	-	-	2,677.21	-	-	-	2,353.82	-	2,353.82	20	12	64.68	2,418.50	258.71	323.39	
Office Furniture	Feb 10 14	3,009.96	-	-	3,009.96	-	-	-	2,646.37	-	2,646.37	20	12	72.72	2,719.09	290.87	363.59	
Office Furniture	Feb 25 14	1,008.22	-	-	1,008.22	-	-	-	886.43	-	886.43	20	12	24.36	910.79	97.43	121.79	
Office Furniture	Apr 11 14	1,025.95	-	-	1,025.95	-	-	-	902.02	-	902.02	20	12	24.79	926.81	99.14	123.93	
Filing Cabinets		1,630.29	-	-	1,630.29	-	-	-	1,322.59	-	1,322.59	20	12	61.54	1,384.13	246.16	307.70	
Secutiry System	Sep 22 16	2,673.49	-	-	2,673.49	-	-	-	2,168.89	-	2,168.89	20	12	100.92	2,269.81	403.68	504.60	
2 Computers and stations	Oct 31 16	5,306.94	-	-	5,306.94	-	-	-	4,305.29	-	4,305.29	20	12	200.33	4,505.62	801.32	1,001.65	
Office Equipment	Oct 31 16	2,428.87	-	-	2,428.87	-	-	-	1,970.44	-	1,970.44	20	12	91.69	2,062.13	366.74	458.43	
Security Cameras	Jun 23 17	9,865.06	-	-	9,865.06	-	-	-	7,537.60	-	7,537.60	20	12	465.49	8,003.09	1,861.97	2,327.46	
Office furniture	Jun 24 17	8,835.11	-	-	8,835.11	-	-	-	6,750.65	-	6,750.65	20	12	416.89	7,167.54	1,667.57	2,084.46	
Desk	Jan 09 18	2,204.19	-	-	2,204.19	-	-	-	1,554.14	-	1,554.14	20	12	130.01	1,684.15	520.04	650.05	
4Drawer Vert Cabinet	May 29 18	354.57	-	-	354.57	-	-	-	250.01	-	250.01	20	12	20.91	270.92	83.65	104.56	
Lateral 3DR Cabinet	Jun 01 18	509.96	-	-	509.96	-	-	-	359.57	-	359.57	20	12	30.08	389.65	120.31	150.39	
Boardroom TV	Dec 18 18	766.49	-	-	766.49	-	-	-	540.44	-	540.44	20	12	45.21	585.65	180.84	226.05	
Waste operations - iscellaneous small equipment		8,232.33	-	-	8,232.33	-	-	-	5,804.51	-	5,804.51	20	12	485.56	6,290.07	1,942.26	2,427.82	
Corner Desk	Jun 28 19	1,001.13	-	-	1,001.13	-	-	-	632.07	-	632.07	20	12	73.81	705.88	295.25	369.06	U.4
Kettle and Refrigerator	Jul 02 19	557.90	-	-	557.90	-	-	-	352.24	-	352.24	20	12	41.13	393.37	164.53	205.66	U.4
Printer	Oct 17 19	517.27	-	-	517.27	-	-	-	326.59	-	326.59	20	12	38.14	364.73	152.54	190.68	U.4
Salt and Sand spreader	Nov 18 19	521.42	-	-	521.42	-	-	-	329.20	-	329.20	20	12	38.44	367.64	153.78	192.22	U.4
SP 7000 SNX 1.4CU Yard Towable Salt Spreader SN 0205	Nov 17 20	12,097.18	-	-	12,097.18	-	-	-	6,522.80	-	6,522.80	20	12	1,114.88	7,637.68	4,459.50	5,574.38	
SP 7000 SNX 1.4CU Yard Towable Salt Spreader SN 0239	Mar 17 20	12,097.18	-	-	12,097.18	-	-	-	6,522.80	-	6,522.80	20	12	1,114.88	7,637.68	4,459.50	5,574.38	
Compressor 60GAL Ingersoll	Mar 17 20	1,564.28	-	-	1,564.28	-	-	-	843.46	-	843.46	20	12	144.16	987.62	576.66	720.82	
Lateral Cabinet	Jan 09 20	864.53	-	-	864.53	-	-	-	466.15	-	466.15	20	12	79.68	545.83	318.70	398.38	
Boardroom chairs	Aug 31 20	2,299.90	-	-	2,299.90	-	-	-	1,240.11	-	1,240.11	20	12	211.96	1,452.07	847.83	1,059.79	
Snowthrower	Jan 09 20	1,981.42	-	-	1,981.42	-	-	-	1,068.38	-	1,068.38	20	12	182.61	1,250.99	730.43	913.04	
Snowblower	Jan 28 20	529.76	-	-	529.76	-	-	-	285.65	-	285.65	20	12	48.82	334.47	195.29	244.11	
Office Meeting Room Camera - Meeting Owl		3,646.88	-	-	3,646.88	-	-	-	1,021.13	-	1,021.13	20	12	525.15	1,546.28	2,100.60	2,625.75	
Stryker Heartsine 360 AED & Save Station Mobile Case		1,980.39	-	-	1,980.39	-	-	-	554.51	-	554.51	20	12	285.18	839.69	1,140.70	1,425.88	
Stryker Heartsine 360 AED & Save Station Mobile Case		1,980.39	-	-	1,980.39	-	-	-	554.51	-	554.51	20	12	285.18	839.69	1,140.70	1,425.88	
Stryker Heartsine 360 AED & Save Station Mobile Case		1,980.39	-	-	1,980.39	-	-	-	554.51	-	554.51	20	12	285.18	839.69	1,140.70	1,425.88	

(continues)

Eastern Regional Service Board
Capital asset schedule

Year end: December 31, 2024

Completed by	Manager	Partner
ML 2/06/25		

	Date of Add'n	Cost 2023	Additions 2024	Disposals 2024	Cost 2024	Salvage Value	Proceeds On Disposal	Gain (loss) on Disposal	Accum Amort 2023	Reductions 2024	Adjusted Opening Amort	Rate	Pro- rate	Amort Expense 2024	Accum Amort 2024	Net Book Value 2024	Net book Value 2023	WP Ref
Office Furniture & Equipment (continued)																		
Trash Auger Rebuild		36,882.04	-	-	36,882.04	-	-	-	10,326.97	-	10,326.97	20	12	5,311.01	15,637.98	21,244.06	26,555.07	
Starlink Internet System	Mar 27 23	3,720.25	-	-	3,720.25	-	-	-	372.03	-	372.03	20	12	669.64	1,041.67	2,678.58	3,348.22	
Automated Kiosk	Sep 12 23	18,510.76	-	-	18,510.76	-	-	-	1,851.08	-	1,851.08	20	12	3,331.94	5,183.02	13,327.74	16,659.68	
New Kiosk at CTS		-	45,023.00	-	45,023.00	-	-	-	-	-	-	20	12	4,502.30	4,502.30	40,520.70	-	
Subtotal		191,061.04	45,023.00	-	236,084.04	-	-	-	108,127.86	-	108,127.86			21,088.95	129,216.81	106,867.23	82,933.18	
<i>Per general ledger</i>		<i>Office Furniture & Equipment / Account: 1820-0000</i>			236,084.04				<i>Accum. Amort. - Furn. & Equip. / Account: 1825-0000</i>						129,216.81			

Computer Equipment CCA class: **N/A** Rate method: **Declining balance** Rate unit: % Group rate: **55 %** Group pro-rate: **12/12 months** Half normal amortization for additions: **Yes**

Computer equipment	Jan 07 09	1,175.58	-	-	1,175.58	-	-	-	1,175.58	-	1,175.58	55	12	-	1,175.58	-	-	
Dell Latitude Notebook	Jul 01 11	2,625.21	-	-	2,625.21	-	-	-	2,625.21	-	2,625.21	55	12	-	2,625.21	-	-	
Dell Poweredge Server	May 23 11	6,453.47	-	-	6,453.47	-	-	-	6,453.47	-	6,453.47	55	12	-	6,453.47	-	-	
Dell Optiplex Desktop PC	Apr 30 11	4,451.30	-	-	4,451.30	-	-	-	4,451.30	-	4,451.30	55	12	-	4,451.30	-	-	
2 Dell Latitude Notebooks	Dec 31 12	3,607.70	-	-	3,607.70	-	-	-	3,607.70	-	3,607.70	55	12	-	3,607.70	-	-	
2 Dell OptiPlex 7010	Apr 01 13	3,270.25	-	-	3,270.25	-	-	-	3,270.25	-	3,270.25	55	12	-	3,270.25	-	-	
Microsoft Surface Pro	May 01 13	1,383.99	-	-	1,383.99	-	-	-	1,383.99	-	1,383.99	55	12	-	1,383.99	-	-	
Dell Tablet Accessories	Mar 01 14	492.64	-	-	492.64	-	-	-	492.64	-	492.64	55	12	-	492.64	-	-	
Dell Tablet	Mar 01 14	1,424.59	-	-	1,424.59	-	-	-	1,424.59	-	1,424.59	55	12	-	1,424.59	-	-	
Dell Notebook	Mar 01 14	2,076.18	-	-	2,076.18	-	-	-	2,076.18	-	2,076.18	55	12	-	2,076.18	-	-	
Airport Wireless Device/Dell Adapter	May 01 14	1,042.02	-	-	1,042.02	-	-	-	1,042.02	-	1,042.02	55	12	-	1,042.02	-	-	
Projector	May 14 15	505.93	-	-	505.93	-	-	-	505.93	-	505.93	55	12	-	505.93	-	-	
Dell Computer	Nov 30 17	1,577.38	-	-	1,577.38	-	-	-	1,567.89	-	1,567.89	55	12	5.22	1,573.11	4.27	9.49	
iPad	Feb 08 18	1,675.05	-	-	1,675.05	-	-	-	1,652.64	-	1,652.64	55	12	12.33	1,664.97	10.08	22.41	
Dell PowerEdge t430 Server	Apr 19 18	18,311.95	-	-	18,311.95	-	-	-	18,066.97	-	18,066.97	55	12	134.74	18,201.71	110.24	244.98	
Synology NAS Device - Vdo S	Jun 30 18	2,025.73	-	-	2,025.73	-	-	-	1,998.63	-	1,998.63	55	12	14.91	2,013.54	12.19	27.10	
IPad	Jan 28 19	1,760.87	-	-	1,760.87	-	-	-	1,708.52	-	1,708.52	55	12	28.79	1,737.31	23.56	52.35	U.5
Dell Compter	Sep 30 19	3,780.67	-	-	3,780.67	-	-	-	3,668.27	-	3,668.27	55	12	61.82	3,730.09	50.58	112.40	U.6
Dell Computer - Craig Drover	May 31 20	3,097.12	-	-	3,097.12	-	-	-	2,892.51	-	2,892.51	55	12	112.54	3,005.05	92.07	204.61	
Dell Latitude 5420 Workstation																		
CDean		3,159.95	-	-	3,159.95	-	-	-	2,129.02	-	2,129.02	55	12	567.01	2,696.03	463.92	1,030.93	
Dell Latitude 5520 Workstation																		
w/2 monitors		3,747.47	-	-	3,747.47	-	-	-	2,524.86	-	2,524.86	55	12	672.44	3,197.30	550.17	1,222.61	
Subtotal		67,645.05	-	-	67,645.05	-	-	-	64,718.17	-	64,718.17			1,609.80	66,327.97	1,317.08	2,926.88	
<i>Per general ledger</i>		<i>Computer Equipment / Account: 1840-0000</i>			67,645.05				<i>Accum. Amort. - Comp. Equip. / Account: 1845-0000</i>						66,327.88			

Computer Software CCA class: **N/A** Rate method: **Declining balance** Rate unit: % Group rate: **100 %** Group pro-rate: **12/12 months** Half normal amortization for additions: **Yes**

ArcGIS Software	May 06 13	2,554.90	-	-	2,554.90	-	-	-	2,554.90	-	2,554.90	100	12	-	2,554.90	-	-	
ArcGIS Software	Apr 15 14	972.00	-	-	972.00	-	-	-	972.00	-	972.00	100	12	-	972.00	-	-	
ArcGis Software		962.00	-	-	962.00	-	-	-	962.00	-	962.00	100	12	-	962.00	-	-	
ArcGIS Software		1,054.71	-	-	1,054.71	-	-	-	1,054.71	-	1,054.71	100	12	-	1,054.71	-	-	
Subtotal		5,543.61	-	-	5,543.61	-	-	-	5,543.61	-	5,543.61			-	5,543.61	-	-	
<i>Per general ledger</i>		<i>Computer Software / Account: 1910-0000</i>			5,543.61				<i>Accum. Amort. - Comp. Software / Account: 1915-0000</i>						5,543.61			

Building CCA class: **N/A** Rate method: **Declining balance** Rate unit: % Group rate: **4 %** Group pro-rate: **12/12 months** Half normal amortization for additions: **Yes**

Baby barn	Jul 28 11	4,515.60	-	-	4,515.60	-	-	-	1,804.18	-	1,804.18	4	12	108.46	1,912.64	2,602.96	2,711.42	
Shed	Oct 02 12	2,567.92	-	-	2,567.92	-	-	-	961.75	-	961.75	4	12	64.25	1,026.00	1,541.92	1,606.17	
Building in Clarendville		1,419,953.89	-	-	1,419,953.89	-	-	-	394,279.96	-	394,279.96	4	12	41,026.96	435,306.92	984,646.97	1,025,673.93	

(continues)

Eastern Regional Service Board
Capital asset schedule

Year end: December 31, 2024

Completed by	Manager	Partner
ML 2/06/25		

	Date of Add'n	Cost 2023	Additions 2024	Disposals 2024	Cost 2024	Salvage Value	Proceeds On Disposal	Gain (loss) on Disposal	Accum Amort 2023	Reductions 2024	Adjusted Opening Amort	Rate	Pro- rate	Amort Expense 2024	Accum Amort 2024	Net Book Value 2024	Net book Value 2023	WP Ref
Building (continued)																		
Development cost for Whitbourne Depot		730,586.18	-	-	730,586.18	-	-	-	121,682.65	-	121,682.65	4	12	24,356.14	146,038.79	584,547.39	608,903.53	
Placentia Waste Recovery Facility Site Upgrade	Dec 04 23	98,451.20	-	-	98,451.20	-	-	-	1,969.02	-	1,969.02	4	12	3,859.29	5,828.31	92,622.89	96,482.18	
Subtotal		2,256,074.79	-	-	2,256,074.79	-	-	-	520,697.56	-	520,697.56			69,415.10	590,112.66	1,665,962.13	1,735,377.23	
<i>Per general ledger</i>		<i>Building / Account: 1860-0000</i>			2,256,074.79				<i>Accum. Amort. - Building / Account: 1865-0000</i>						590,112.57			

Heavy Equipment CCA class: **N/A** Rate method: **Declining balance** Rate unit: % Group rate: **30 %** Group pro-rate: **12/12 months** Half normal amortization for additions: **Yes**

Chipper Bear Cat Echo	May 29 12	17,299.13	-	-	17,299.13	-	-	-	17,008.38	-	17,008.38	30	12	87.23	17,095.61	203.52	290.75	
Moose Bumper	Nov 05 12	8,838.86	-	-	8,838.86	-	-	-	8,690.30	-	8,690.30	30	12	44.57	8,734.87	103.99	148.56	
2013 Case Backhoe	Mar 26 13	145,048.70	-	-	145,048.70	-	-	-	141,566.02	-	141,566.02	30	12	1,044.80	142,610.82	2,437.88	3,482.68	
2013 HLA Pallet Forks	Mar 05 13	2,382.46	-	-	2,382.46	-	-	-	2,325.26	-	2,325.26	30	12	17.16	2,342.42	40.04	57.20	
2014 Equipment Trailer	Mar 12 13	77,473.38	-	-	77,473.38	-	-	-	75,613.22	-	75,613.22	30	12	558.05	76,171.27	1,302.11	1,860.16	
Compaction Trailer Upgrades	Dec 20 13	47,330.88	-	-	47,330.88	-	-	-	46,194.45	-	46,194.45	30	12	340.93	46,535.38	795.50	1,136.43	
40ft Storage Container	Mar 26 13	5,144.50	-	-	5,144.50	-	-	-	5,020.98	-	5,020.98	30	12	37.06	5,058.04	86.46	123.52	
40ft Storage Container	Jun 12 13	5,361.09	-	-	5,361.09	-	-	-	5,232.37	-	5,232.37	30	12	38.62	5,270.99	90.10	128.72	
40ft Storage Container	Oct 08 14	4,536.54	-	-	4,536.54	-	-	-	4,380.94	-	4,380.94	30	12	46.68	4,427.62	108.92	155.60	
40ft Storage Container	Oct 15 14	4,620.52	-	-	4,620.52	-	-	-	4,462.03	-	4,462.03	30	12	47.55	4,509.58	110.94	158.49	
40ft Storage Container	Oct 22 14	4,536.54	-	-	4,536.54	-	-	-	4,380.94	-	4,380.94	30	12	46.68	4,427.62	108.92	155.60	
40ft Storage Container	Oct 20 14	4,536.54	-	-	4,536.54	-	-	-	4,380.94	-	4,380.94	30	12	46.68	4,427.62	108.92	155.60	
40ft Storage Container	Oct 28 14	4,536.54	-	-	4,536.54	-	-	-	4,380.94	-	4,380.94	30	12	46.68	4,427.62	108.92	155.60	
40ft Storage Container	Nov 13 14	4,536.54	-	-	4,536.54	-	-	-	4,380.94	-	4,380.94	30	12	46.68	4,427.62	108.92	155.60	
40ft Storage Container	Nov 12 14	4,536.54	-	-	4,536.54	-	-	-	4,380.94	-	4,380.94	30	12	46.68	4,427.62	108.92	155.60	
40ft Storage Container	Dec 01 14	4,536.54	-	-	4,536.54	-	-	-	4,380.94	-	4,380.94	30	12	46.68	4,427.62	108.92	155.60	
2012 Labrie Side Loader - SN 7394	Dec 22 14	157,681.85	-	-	157,681.85	-	-	-	152,273.27	-	152,273.27	30	12	1,622.57	153,895.84	3,786.01	5,408.58	
Blade Kit for Chipper	May 01 14	938.69	-	-	938.69	-	-	-	906.49	-	906.49	30	12	9.66	916.15	22.54	32.20	
6 Grapple Lift Containers	Jul 30 14	38,879.98	-	-	38,879.98	-	-	-	37,546.38	-	37,546.38	30	12	400.08	37,946.46	933.52	1,333.60	
2014 Warman Recyclables Dump Trailer	Dec 31 14	11,880.00	-	-	11,880.00	-	-	-	11,400.60	-	11,400.60	30	12	143.82	11,544.42	335.58	479.40	
2014 Warman Recyclables Dump Trailer	Dec 31 14	11,880.00	-	-	11,880.00	-	-	-	11,400.60	-	11,400.60	30	12	143.82	11,544.42	335.58	479.40	
2014 Warman Recyclables Dump Trailer	Dec 31 14	11,880.00	-	-	11,880.00	-	-	-	11,400.60	-	11,400.60	30	12	143.82	11,544.42	335.58	479.40	
4-Poinr Under Body Scale System	Mar 25 15	24,719.53	-	-	24,719.53	-	-	-	23,508.26	-	23,508.26	30	12	363.38	23,871.64	847.89	1,211.27	
2015 Repairs to equipment		18,226.24	-	-	18,226.24	-	-	-	17,333.15	-	17,333.15	30	12	267.93	17,601.08	625.16	893.09	
2015 Freightlinter Tractor	Apr 20 15	141,804.00	-	-	141,804.00	-	-	-	134,855.49	-	134,855.49	30	12	2,084.55	136,940.04	4,863.96	6,948.51	
2015 Freightlinter Tractor	Apr 20 15	141,804.00	-	-	141,804.00	-	-	-	134,855.49	-	134,855.49	30	12	2,084.55	136,940.04	4,863.96	6,948.51	
Compaction Trailer	Sep 23 15	207,200.16	-	-	207,200.16	-	-	-	197,047.18	-	197,047.18	30	12	3,045.89	200,093.07	7,107.09	10,152.98	
40HP General Purpose Auger	Sep 23 15	347,740.62	-	-	347,740.62	-	-	-	330,701.05	-	330,701.05	30	12	5,111.87	335,812.92	11,927.70	17,039.57	
60HP High Speed Compaction Auger System	Sep 23 15	504,551.16	-	-	504,551.16	-	-	-	479,827.75	-	479,827.75	30	12	7,417.02	487,244.77	17,306.39	24,723.41	
48" Compaction Trailer	Sep 23 15	207,200.16	-	-	207,200.16	-	-	-	197,047.18	-	197,047.18	30	12	3,045.89	200,093.07	7,107.09	10,152.98	
48" Compaction Trailer	Sep 23 15	207,200.16	-	-	207,200.16	-	-	-	197,047.18	-	197,047.18	30	12	3,045.89	200,093.07	7,107.09	10,152.98	
2007 Labrie Co-Mingle side Loader	Jan 21 16	90,100.07	-	-	90,100.07	-	-	-	83,792.96	-	83,792.96	30	12	1,892.13	85,685.09	4,414.98	6,307.11	
Repairs to Equipment	Aug 09 16	3,719.21	-	-	3,719.21	-	-	-	3,458.87	-	3,458.87	30	12	78.10	3,536.97	182.24	260.34	
2016 JohnDeere Backhoe	Aug 26 16	149,479.75	-	-	149,479.75	-	-	-	139,016.00	-	139,016.00	30	12	3,139.13	142,155.13	7,324.62	10,463.75	
Compaction Trailer	Dec 21 16	222,443.08	-	-	222,443.08	-	-	-	201,704.08	-	201,704.08	30	12	6,221.70	207,925.78	14,517.30	20,739.00	

(continues)

Eastern Regional Service Board
Capital asset schedule

Year end: December 31, 2024

Completed by	Manager	Partner
ML 2/06/25		

	Date of Add'n	Cost 2023	Additions 2024	Disposals 2024	Cost 2024	Salvage Value	Proceeds On Disposal	Gain (loss) on Disposal	Accum Amort 2023	Reductions 2024	Adjusted Opening Amort	Rate	Pro- rate	Amort Expense 2024	Accum Amort 2024	Net Book Value 2024	Net book Value 2023	WP Ref
Heavy Equipment (continued)																		
Freightliner Highway Tractor	Dec 21 16	174,037.69	-	-	174,037.69	-	-	-	157,811.66	-	157,811.66	30	12	4,867.81	162,679.47	11,358.22	16,226.03	
Ram Trailer	Dec 21 16	297,835.60	-	-	297,835.60	-	-	-	270,067.55	-	270,067.55	30	12	8,330.41	278,397.96	19,437.64	27,768.05	
Grapple Crane	Dec 21 16	200,686.94	-	-	200,686.94	-	-	-	181,976.33	-	181,976.33	30	12	5,613.18	187,589.51	13,097.43	18,710.61	
Small equipment		45,170.95	-	-	45,170.95	-	-	-	42,008.93	-	42,008.93	30	12	948.61	42,957.54	2,213.41	3,162.02	
Engine Kit	Mar 03 16	26,829.34	-	-	26,829.34	-	-	-	24,951.26	-	24,951.26	30	12	563.42	25,514.68	1,314.66	1,878.08	
Trailer Hydraulic cylinder	Nov 17 16	26,629.59	-	-	26,629.59	-	-	-	24,765.49	-	24,765.49	30	12	559.23	25,324.72	1,304.87	1,864.10	
engine Repairs	Jan 03 17	42,986.69	-	-	42,986.69	-	-	-	38,687.95	-	38,687.95	30	12	1,289.62	39,977.57	3,009.12	4,298.74	
Trailer Cylinder Repair	Jun 04 17	15,626.08	-	-	15,626.08	-	-	-	14,063.44	-	14,063.44	30	12	468.79	14,532.23	1,093.85	1,562.64	
Hand Held Controller		1,825.77	-	-	1,825.77	-	-	-	1,643.19	-	1,643.19	30	12	54.77	1,697.96	127.81	182.58	
Air Cooler Repairs	Mar 01 17	11,865.20	-	-	11,865.20	-	-	-	10,678.67	-	10,678.67	30	12	355.96	11,034.63	830.57	1,186.53	
Repairs to oil pan	May 08 17	14,693.94	-	-	14,693.94	-	-	-	13,224.52	-	13,224.52	30	12	440.83	13,665.35	1,028.59	1,469.42	
Wiring Repairs	May 23 17	20,913.78	-	-	20,913.78	-	-	-	18,822.37	-	18,822.37	30	12	627.42	19,449.79	1,463.99	2,091.41	
		2,849.73	-	-	2,849.73	-	-	-	2,564.75	-	2,564.75	30	12	85.49	2,650.24	199.49	284.98	
Highway Tractor - SN 930	Nov 02 12	128,203.00	-	-	128,203.00	-	-	-	126,048.26	-	126,048.26	30	12	646.42	126,694.68	1,508.32	2,154.74	
Epsilon Z Series Crane - 1821244	Nov 02 12	109,807.00	-	-	109,807.00	-	-	-	107,961.44	-	107,961.44	30	12	553.67	108,515.11	1,291.89	1,845.56	
Compaction Trailer - SN 4060	Nov 02 12	199,422.00	-	-	199,422.00	-	-	-	196,070.26	-	196,070.26	30	12	1,005.52	197,075.78	2,346.22	3,351.74	
Highway tractor - SN 910	Nov 02 12	128,203.00	-	-	128,203.00	-	-	-	126,048.26	-	126,048.26	30	12	646.42	126,694.68	1,508.32	2,154.74	
Epsilon Z Series Crane - 1821245	Nov 02 12	109,807.00	-	-	109,807.00	-	-	-	107,961.44	-	107,961.44	30	12	553.67	108,515.11	1,291.89	1,845.56	
Compaction Trailer - SN 4061	Nov 02 12	199,422.00	-	-	199,422.00	-	-	-	196,070.26	-	196,070.26	30	12	1,005.52	197,075.78	2,346.22	3,351.74	
Nexgen Trailer VN 88040		682,563.95	-	-	682,563.95	-	-	-	398,276.06	-	398,276.06	30	12	85,286.37	483,562.43	199,001.52	284,287.89	
Nexgen Trailer VN 88041		681,524.51	-	-	681,524.51	-	-	-	397,669.55	-	397,669.55	30	12	85,156.49	482,826.04	198,698.47	283,854.96	
Chng Ord'r-EXCAVATOR to cover waste		4,129.73	-	-	4,129.73	-	-	-	1,672.54	-	1,672.54	30	12	737.16	2,409.70	1,720.03	2,457.19	
EWON RouterCOSY 131		1,624.96	-	-	1,624.96	-	-	-	658.11	-	658.11	30	12	290.06	948.17	676.79	966.85	
Whitbourne Depot-Snow Blower 9ft STRAIGHT BLADE VN 14007		13,124.72	-	-	13,124.72	-	-	-	5,315.51	-	5,315.51	30	12	2,342.76	7,658.27	5,466.45	7,809.21	
CTS Pressure Washer 429CC 4000PSIHOT		4,588.57	-	-	4,588.57	-	-	-	1,858.37	-	1,858.37	30	12	819.06	2,677.43	1,911.14	2,730.20	
Kenworth Truck	May 25 23	225,234.25	-	-	225,234.25	-	-	-	33,785.14	-	33,785.14	30	12	57,434.73	91,219.87	134,014.38	191,449.11	
Palfinger Pump	Nov 06 23	5,805.27	-	-	5,805.27	-	-	-	870.79	-	870.79	30	12	1,480.34	2,351.13	3,454.14	4,934.48	
Compaction Trailer	Oct 25 23	121,901.57	-	-	121,901.57	-	-	-	-	-	-	30	12	-	-	121,901.57	121,901.57	
Compaction Trailer 2nd pmt	Feb 28 24	-	167,614.66	-	167,614.66	-	-	-	-	-	-	30	12	25,142.20	25,142.20	142,472.46	-	
Compaction Trailer final pmt	Mar 04 24	-	15,237.70	-	15,237.70	-	-	-	-	-	-	30	12	2,285.66	2,285.66	12,952.04	-	
80 Gallon Steel tank	Mar 27 24	-	15,184.04	-	15,184.04	-	-	-	-	-	-	30	12	2,277.61	2,277.61	12,906.43	-	
Tank & Hose	Mar 27 24	-	4,433.20	-	4,433.20	-	-	-	-	-	-	30	12	664.98	664.98	3,768.22	-	
Gearbox	May 01 24	-	10,522.85	-	10,522.85	-	-	-	-	-	-	30	12	1,578.43	1,578.43	8,944.42	-	
Subtotal		6,341,896.79	212,992.45	-	6,554,889.24	-	-	-	5,203,434.27	-	5,203,434.27			336,917.14	5,540,351.41	1,014,537.83	1,138,462.52	
<i>Per general ledger</i>		<i>Heavy Equipment / Account: 1830-0000</i>			<i>6,554,889.24</i>					<i>Accum. Amort. - Heavy Equipment / Account: 1835-0000</i>				<i>5,540,350.81</i>				

Note: no amortiation on compaction trailer as only deposit.

Motor Vehicles CCA class: **N/A** Rate method: **Declining balance** Rate unit: % Group rate: **30 %** Group pro-rate: **12/12** months Half normal amortization for additions: **Yes**

2013 GMC Pickup	May 06 13	42,020.64	-	-	42,020.64	-	-	-	41,011.71	-	41,011.71	30	12	302.68	41,314.39	706.25	1,008.93	
2014 Dodge Ram																		
3C6JR7DT6EG200639	Mar 25 14	31,406.40	-	-	31,406.40	-	-	-	30,329.14	-	30,329.14	30	12	323.18	30,652.32	754.08	1,077.26	
2015 Dodge Ram Truck	Aug 21 15	31,237.92	-	-	31,237.92	-	-	-	29,707.24	-	29,707.24	30	12	459.20	30,166.44	1,071.48	1,530.68	

(continues)

Eastern Regional Service Board
Capital asset schedule

Year end: December 31, 2024

Completed by	Manager	Partner
ML 2/06/25		

	Date of Add'n	Cost 2023	Additions 2024	Disposals 2024	Cost 2024	Salvage Value	Proceeds On Disposal	Gain (loss) on Disposal	Accum Amort 2023	Reductions 2024	Adjusted Opening Amort	Rate	Pro- rate	Amort Expense 2024	Accum Amort 2024	Net Book Value 2024	Net book Value 2023	WP Ref
Motor Vehicles (continued)																		
2016 Ford F150 4X4	Aug 09 16	28,497.37	-	-	28,497.37	-	-	-	26,502.52	-	26,502.52	30	12	598.45	27,100.97	1,396.40	1,994.85	
2019 RAM Truck 1500 Ser. 561553	Jun 07 19	36,441.70	-	-	36,441.70	-	-	-	29,004.49	-	29,004.49	30	12	2,231.16	31,235.65	5,206.05	7,437.21	U. 3
2021 Chevrolet Equinox VN 32019		27,799.02	-	-	27,799.02	-	-	-	16,220.73	-	16,220.73	30	12	3,473.49	19,694.22	8,104.80	11,578.29	
2021 Chevrolet Sliverado VN 69627		47,172.19	-	-	47,172.19	-	-	-	27,524.98	-	27,524.98	30	12	5,894.16	33,419.14	13,753.05	19,647.21	
2022 GMC Sierra 1500 VN 145496		59,859.89	-	-	59,859.89	-	-	-	24,243.25	-	24,243.25	30	12	10,684.99	34,928.24	24,931.65	35,616.64	
Subtotal		304,435.13	-	-	304,435.13	-	-	-	224,544.06	-	224,544.06			23,967.31	248,511.37	55,923.76	79,891.07	
Per general ledger		Motor Vehicles / Account: 1850-0000			304,435.13					Accum. Amort. - Motor Vehicles / Account: 1855-0000				248,511.38				
2014 improvements	Feb 25 14	3,106.04	-	-	3,106.04	-	-	-	3,106.04	-	3,106.04	60	12	-	3,106.04	-	-	
Subtotal		3,106.04	-	-	3,106.04	-	-	-	3,106.04	-	3,106.04			-	3,106.04	-	-	
Per general ledger		Leasehold Improvements / Account: 1810-0000			3,106.04					Accum. Amort. - Leasehold Improvements / Account: 1815-0000				3,106.04				
Land	CCA class: N/A Rate method: Declining balance Rate unit: % Group rate: - % Group pro-rate: 12/12 months Half normal amortization for additions: Yes																	
Whitbourne (land for depot)	Sep 10 15	548,115.39	-	-	548,115.39	-	-	-	-	-	-	N/A	12	-	-	548,115.39	548,115.39	
Whitbourne land improvements		176,301.26	-	-	176,301.26	-	-	-	-	-	-	N/A	12	-	-	176,301.26	176,301.26	
Land Improvments ready to build depot		290,251.93	-	-	290,251.93	-	-	-	-	-	-	N/A	12	-	-	290,251.93	290,251.93	
Whitebourne Waste Recovery Facility Maintenance Depot	Jun 30 18	172,692.92	-	-	172,692.92	-	-	-	-	-	-	N/A	12	-	-	172,692.92	172,692.92	
Whitebourne Waste Recovery Facility Maintenance Depot	Aug 31 18	88,376.65	-	-	88,376.65	-	-	-	-	-	-	N/A	12	-	-	88,376.65	88,376.65	
Whitebourne Waste Recovery Facility Maintenance Depot	Sep 30 18	289,924.99	-	-	289,924.99	-	-	-	-	-	-	N/A	12	-	-	289,924.99	289,924.99	
Whitebourne Site		60,262.59	-	-	60,262.59	-	-	-	-	-	-	N/A	12	-	-	60,262.59	60,262.59	
Whitebourne Site - PY		96,453.03	-	-	96,453.03	-	-	-	-	-	-	N/A	12	-	-	96,453.03	96,453.03	
Whitbourne Site		162,138.66	-	-	162,138.66	-	-	-	-	-	-	N/A	12	-	-	162,138.66	162,138.66	
Bell Island Waste Recovery Facility		403,608.53	-	-	403,608.53	-	-	-	-	-	-	N/A	12	-	-	403,608.53	403,608.53	
Subtotal		2,288,125.95	-	-	2,288,125.95	-	-	-	-	-	-			-	-	2,288,125.95	2,288,125.95	
Per general ledger		Land / Account: 1880-0000			2,288,125.95													
GRAND TOTALS		11,457,888.40	258,015.45	-	11,715,903.85	-	-	-	6,130,171.57	-	6,130,171.57			452,998.30	6,583,169.87	5,132,733.98	5,327,716.83	

EASTERN REGIONAL SERVICE BOARD
BRIEFING NOTE / REPORT

TITLE:	Directors and Officers Liability Insurance Renewal
MEETING DATE:	2025-04-23
TO:	Board / Finance & Audit / Strategy & Policy / Governance
PREPARED BY:	Craig Drover, Director Corporate Services
REVIEWED BY:	Lynn Tucker, Chief Administrative Officer
APPROVED BY:	Lynn Tucker, Chief Administrative Officer

RECOMMENDED ACTION:

It is recommended that Eastern Regional Service Board renew its Directors and Officers Liability insurance with Trisura through Wedgwood Insurance.

MOTION:

BE IT RESOLVED that the Board renew the Directors and Officers Liability Insurance through Wedgwood Insurance with Trisura for \$4,350 plus HST per year for a three-year term effective April 30, 2025.

BACKGROUND/DISCUSSION:

- Other than the removal of the “Communicable Disease Exclusion” from the policy, there are no changes to the current Directors and Officers Liability Policy through Trisura as attached.

FINANCIAL IMPACT:

- For 2025 to 2028 there is no change to the premium. The yearly rate is \$4,350+HST or \$5,002.50.

ATTACHMENTS:

- Current Directors and Officers Liability Policy 2022 to 2025.



CLIENT INVOICE

May 02, 2022

Client Address: Eastern Regional Service Board o/a Eastern Waste
255 Major's Path Suite 3
St. John's NL A1A 0L5
Canada

Invoice No.: HDO1002111-1

Policy / Bond No.: HDO1002111

From: April 30, 2022

To: April 30, 2025

Product Type: Directors and Officers Liability - Non Profit

Limit: \$5,000,000.00 per Claim
\$5,000,000.00 in the Aggregate

Total Premium: \$13,050.00

Premium Schedules:	May 02, 2022	\$4,350.00
	April 30, 2023	\$4,350.00
	April 30, 2024	\$4,350.00

Billing Currency: Canadian Dollars

Purpose: Renewal

Broker Details: Wedgwood Insurance Limited
85 Thorburn Road
St. John's NL A1B 4B7
Canada

a step above

Vancouver Office

1055 West Georgia St., Suite 3020
Vancouver, BC V6E 3R5
Tel: (604) 688-5641
Fax: (604) 688-5826

Calgary Office

421 – 7th Ave SW, Suite 3360
Calgary, AB T2P 4K9
Tel: (403) 663-3343
Fax: (403) 214-9597

Toronto Office

333 Bay St., Suite 1610
Toronto, ON M5H 2R2
Tel: (416) 214-2555
Fax: (416) 214-9597

Montreal Office

1501 McGill College Ave, Suite 1502
Montreal, QC H3A 3M8
Tel: (514) 845-4555
Fax: (514) 845-6876

Halifax Office

202 Brownlow Ave, Suite 410
Dartmouth, NS B3B 1T5
Tel: (902) 468-6889
Fax: (416) 214-9597

LEGAL HELPLINE WITH HR ASSIST



Your Trisura Guarantee Insurance Company policy includes unlimited access to legal information by calling **1-866-945-5207**. The complimentary Trisura Legal Helpline also features **HR Assist**—available to all Specialty Insurance policyholders in English and in French. HR Assist provides our policyholders with access to certified Human Resources (HR) specialists that help them effectively manage their HR issues.

If you have **any** legal or HR questions that require the assistance of a lawyer, the Trisura Legal Helpline is available from 8 a.m. to midnight (local time), seven days per week. In emergency situations, your call will always be answered and a lawyer will be made available **24/7**.

WHAT DO I DO IF I HAVE A LEGAL OR HR QUESTION?

1. Have your policy number ready.

This is to quickly confirm that you are a Trisura policyholder.

2. Call the Trisura Legal Helpline at 1-866-945-5207.

The intake agent will take down your information. You will either speak directly to a legal representative right away, or you will schedule the most convenient time for a lawyer to call you back.

3. Speak with a legal representative.

Our lawyers are knowledgeable, professional, and courteous, and they will provide you with the legal assistance you need. There is no limit to the duration or number of calls. We encourage you to call whenever you have a legal concern to help minimize the risk of more complicated future problems.

CUSTOMER TESTIMONIALS

Professional, knowledgeable, helpful, clear, direct, and completely comprehensible. I knew what to do, when to do it, and even how to say it. Fantastic.

– **Katerina L.**

This is an amazing resource to have. I was impressed that I was placed with a lawyer who specialized in the particular area of law that I was calling about.

– **Cole B.**

The service was extremely efficient. Being able to run the situation by the lawyer and get help understanding the conditions of a contract let me know I was understanding all the options in my situation correctly and helped me to manage it knowledgeably which saved my family a lot of money in the long term. This service brings a lot of peace of mind.

– **Mila A.**



LEGAL ASSIST AND HR HELPLINE EXAMPLES

There are many scenarios in which an organization can run into legal strife. Here are some examples to better illustrate the importance of obtaining legal and HR assistance in your time of need:

LEGAL HELPLINE	HR ASSIST
<p>AN ACCIDENTAL INJURY AT THE WORKPLACE</p> <p>A non-profit charity that helps build and repair residential homes for low-income families had an unfortunate incident. The homeowner accidentally struck the volunteer's ladder with their car, and the volunteer is now severely injured. The charity wants to know if they face potential liability issues and if they can take any legal action against the homeowner, on behalf of the volunteer.</p>	<p>A VOLUNTEER'S PURPORTED TORMENT</p> <p>A non-profit humanitarian organization for youth poverty uses volunteers to supplement their regular employee workforce. Staff members have alleged a particular volunteer keeps harassing the children and teens who visit the organization's communal space. The Operations Manager does not know what steps can be taken to dismiss the volunteer without exposing the organization to possible charges of slander.</p>
<p>AN UNCOOPERATIVE CONTRACTOR</p> <p>A veterinary practice hired a contractor to build and install cabinets for the kitchen area. Unfortunately, not only did the contractor damage several walls and countertops in the office, they also failed to install cabinets that had been included in the contract. Even though the practice paid nearly \$6,500 already, the contractor refused to repair or pay for the damages and did not respond to any of their calls. The veterinarians want to know what options are available to sue for damages.</p>	<p>BRACING FOR A CHALLENGE</p> <p>An orthodontist hired a certified orthodontist assistant several years ago. But over the last 2 months, the employee developed a physical condition that limited his ability to perform his duties at work and ended up quitting. Soon after, the former employee demanded \$350,000, on the grounds of wrongful dismissal and alleging that they had been in a hostile work environment. The orthodontist wants to know what her options are going forward.</p>
<p>CATERING BUSINESS MISHAP</p> <p>A local hotel contracts catering for a business conference to a new firm. On the day of the conference, the caterer does not show, and there is no breakfast nor lunch for the conference. The hotel owner has to step in and order food from an expensive restaurant. The caterer refuses to accept responsibility. The hotel owner wants to know what course of action they can take to not only recoup costs, but also repair the hotel's reputation.</p>	<p>A BARTENDER'S DEMAND</p> <p>The owner of a bar and lounge was sent a demand letter by the legal counsel of one of her bartenders.. The employee claimed constructive dismissal, alleging that the owner refused to schedule shifts for her and did not give appropriate notice of shift changes. The lounge owner had records of assigning shifts accordingly and giving advance notice, but he does not know how to respond to the demand letter.</p>
<p>AUDIT OF TAX DEDUCTIONS</p> <p>The owner of an architecture firm receives a notice from the Canada Revenue Agency (CRA) that they will be performing an audit of the owner's carrying charges and interest charges, which he deducts his business income as expenses. The owner wants to reverse the proposed reassessment, and he wants to know what his legal rights are when the auditor arrives at his place of business.</p>	<p>COMBATIVE REAL ESTATE AGENT</p> <p>A real estate brokerage had an employee with a history of performance issues, conflict with his coworkers, and aggressive behaviour. The owner of the brokerage unfortunately had to let him go. The employee then filed an application at the Human Rights Tribunal, alleging unfair dismissal and discrimination on the basis of race. A brokerage executive wants to know their legal rights as an employer and what steps can be taken to address this.</p>



CUSTOMER NOTICE REGARDING ECONOMIC AND TRADE SANCTION LAWS

As part of Trisura's commitment to comply with all laws and regulations applicable to our business, this notice is intended to inform you of the existing legal requirements with respect to trade sanctions. We feel it is important that you be aware of the potential impact on the coverage provided by your insurance policy, and on the servicing of claims in jurisdictions with high political risk or instability.

Trade sanctions and economic embargoes are legal measures imposed by certain countries to restrict or prohibit trade, travel and economic activity with targeted countries, entities or individuals. Several factors may contribute in determining whether economic sanctions laws apply to an insurance policy or a claim. They include, but are not limited to, the domicile or place of incorporation of the policy holder, insured, parent company, subsidiary, claimant, insurer, and the country where the claim arises.

The consequences of complying with applicable domestic and international sanction laws can vary greatly depending on the circumstances. They may include:

- difficulties with the claim settlement process;
- denial of claims;
- "freezing" of policies, preventing any transaction involving these policies
- voiding or cancellation of policies, with or without refund of premium.



**NON-PROFIT MANAGEMENT AND CORPORATE
LIABILITY INSURANCE POLICY**

DECLARATIONS

Policy No.: HDO1002111

Prior Policy No.: HDO1001101

-
- Item 1. Parent Corporation:** Eastern Regional Service Board o/a Eastern Waste
Address: 255 Major's Path Suite 3
St. John's NL A1A 0L5
Canada
- Item 2. Policy Period:** From April 30, 2022 to April 30, 2025
12:01 a.m. standard time at the address stated in Item 1.
- Item 3. Limit of Liability** \$5,000,000.00 Aggregate Limit of Liability each **Policy Period**
(including **Defence Costs**)
- Item 4. Additional Coverage Limits of Liability:**
(A): Excess Directors or Officers Coverage: \$500,000.00 Aggregate Limit of Liability each **Policy Period**
(B): Pollution Defence Costs Coverage: \$1,000,000.00 Aggregate Limit of Liability each **Policy Period**
(C): Corporate Brand Protection / Crisis Management Expenses Coverage: \$100,000.00 Aggregate Limit of Liability each **Policy Period**
- Item 5. Deductible:**
(A): \$0.00 each **Claim** for all **Non-Indemnified Loss**
(B): \$5,000.00 each **Claim** for all **Indemnified Loss**
(C): \$5,000.00 each **Employment Practices Wrongful Act Claim**
- Item 6. Discovery Period:**
(A): Additional Premium: 75%
(B): Additional Period: 1 year
- Item 7. Allocation Percentage:** 90%
- Item 8. Knowledge of Claim:** Chief Financial Officer
- Item 9. Premium:** \$13,050.00
- Item 10. Endorsements Attached at Issuance:** No. 1, No. 2, No. 3, No. 4, No. 5, No. 6, No. 7, No. 8
-

These Declarations along with the completed and signed **Application** and the Policy with endorsements, if any, shall constitute the entire contract between the **Insured** and Trisura Guarantee Insurance Company.

In witness whereof, the **Insurer** has caused this Policy to be signed by its authorized officer.

TRISURA GUARANTEE INSURANCE COMPANY


Chris Sekine
President & CEO

THIS IS A **CLAIMS** MADE POLICY WITH **DEFENCE COSTS** INCLUDED IN THE LIMIT OF LIABILITY, EXCEPT WHEN PROHIBITED BY THE LAWS OF THE PROVINCE OF QUEBEC OR AS OTHERWISE PROVIDED HEREIN,
PLEASE READ CAREFULLY

EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS POLICY COVERS ONLY CLAIMS FIRST MADE AGAINST
THE INSURED DURING THE POLICY PERIOD.

This policy contains a clause that may limit the amount payable

NON-PROFIT MANAGEMENT AND CORPORATE LIABILITY INSURANCE POLICY

IN CONSIDERATION OF the payment of the premium, and in reliance upon all statements made and information furnished to Trisura Guarantee Insurance Company (hereinafter called the “**Insurer**”) including the statements made in the **Application** and subject to the Declarations and all the terms, conditions and limitations of this Policy, the **Insurer** agrees as follows:

I INSURING AGREEMENT

The **Insurer** shall pay on behalf of the **Insureds** all **Loss** they are legally obligated to pay on account of any **Claim** for a **Wrongful Act** first made against them during the **Policy Period** or the **Discovery Period**, if exercised, and reported to the **Insurer** pursuant to the terms of this Policy.

II DEFINITIONS

Whenever appearing in this Policy, words and phrases appearing in **bold type** shall have the meanings set forth below. These Definitions apply to the singular and the plural of these terms as circumstances and context require.

Application means all signed application forms, including attachments and materials requested therein or submitted therewith, for this Policy or for any policy of which this Policy is a direct or indirect renewal or replacement. All such application forms, attachments and materials are deemed attached to and incorporated into this Policy.

Benefits means perquisites, fringe benefits, deferred compensation, or payment (including insurance premiums) in connection with an employee benefit plan, and any other payment to or for the benefit of an **Employee** arising out of the employment relationship. **Benefits** shall not include salary, wages, commissions, or non-deferred cash incentive compensation.

Board Observer means any natural person who was, now is or shall be formally designated in writing as an observer at formal board meetings or committee meetings of the duly elected or appointed directors of the **Corporation**.

Board Observer Claim means any **Claim** first made against a **Board Observer** during the **Policy Period** or the **Discovery Period**, if exercised, for **Wrongful Acts** by an **Executive** of the **Corporation**; provided that such **Claim** is initially made and continuously maintained against such **Board Observer** and one or more **Executives** of the **Corporation**; provided further that any **Board Observer** must be represented by the same counsel as the **Executive** of the **Corporation** against whom such **Claim** is initially made and continuously maintained.

Breach of Employment Contract means any breach of any oral, written or implied employment contract or employment contractual obligation, including but not limited to any contract or contractual obligation arising out of any personnel manual, employee handbook, policy statement or other employment-related representation.

Claim means:

- (i) a written demand against any **Insured** for monetary damages or non-monetary or injunctive relief, including any request to toll or waive the statute of limitations;
- (ii) a civil, criminal, administrative, regulatory, mediation or arbitration proceeding against any **Insured** seeking monetary damages or non-monetary or injunctive relief, commenced by:
 - (a) the issuance of a notice of action, statement of claim, writ of summons, complaint or similar pleading;
 - (b) the laying of an information or the return of an indictment or similar legal document;
 - (c) the filing of a statement of allegation, notice of charges or similar document; or
 - (d) receipt of a notice to appoint an arbitrator or mediator, an arbitration or mediation petition or similar document;
- (iii) a civil, criminal, administrative or regulatory investigation of any **Insured**, commenced by the service upon or other receipt by any **Insured** of a written notice, formal investigative order or subpoena from the investigating authority, identifying such **Insured** against whom a proceeding described in paragraph (ii) above may be commenced; or
- (iv) an **Extradition Proceeding** commenced by the receipt by an **Insured** of a written request from any province, territory, state or country to extradite an **Insured Person** to any other province, territory, state or country.

A **Claim** shall be deemed to have been first made at the earliest date upon which written notice thereof, or a copy of the **Claim**, was personally received by any **Insured** or received by the **Corporation** by any means including personal delivery, facsimile transmission or email.

Complainant has the meaning as defined in Section 238 of the Canada Business Corporations Act, R.S.C. 1985, c. C-44, or similar provisions of any federal, provincial, territorial, state, or foreign business corporations statute.

Confidential Employment Information means any information regarding an **Employee** or **Outside Entity Employee**, collected or stored by the **Corporation** or **Outside Entity**, for the purpose of establishing, maintaining or terminating the employment relationship.

Corporation means:

- (i) the **Parent Corporation**;
- (ii) any **Subsidiary**; and
- (iii) in the event of **Financial Impairment**, the resulting debtor-in-possession or equivalent status.

Crisis Management Expenses means reasonable costs, charges, fees and expenses incurred by the **Corporation**, with the prior written consent of the **Insurer**, for services provided by a lawyer or public relations consultant solely for the purposes of responding to a **Newsworthy Event** and averting or mitigating damage to and restoring the **Corporation's** reputation or brands.

Defence Costs means that part of **Loss** consisting of reasonable costs, charges, fees (including but not limited to legal fees and experts' fees) and expenses (other than regular or overtime wages, salaries or fees of the directors, officers or employees of the **Insurer** or **Corporation**) incurred solely in defending or investigating **Claims**, and the premium for appeal, attachment or similar bonds (but the **Insurer** shall be under no obligation to provide such bonds).

Derivative Suit means a lawsuit purportedly brought derivatively on behalf of a **Corporation** by a **Complainant** against an **Executive** of the **Corporation**.

Discovery Period means the period described in Section III, Discovery Period.

Domestic Partner means any natural person qualifying as a domestic partner under the provisions of any applicable federal, provincial, territorial, state or local law or under the provisions of any formal program established by the **Corporation**.

Employee means any natural person whose labour or service is both engaged and directed by the **Corporation**. This may include a full-time, part-time, seasonal or temporary employee in his or her capacity as such, but does not include an independent contractor.

Employment Discrimination means any violation of employment discrimination laws, including any failure or refusal to hire or promote an **Employee**, **Outside Entity Employee** or applicant for employment, any modification of any term of condition of employment, or any limitation, segregation or classification of any **Employee**, **Outside Entity Employee** or applicant for employment in any way that would deprive or tend to deprive such person of employment opportunities or otherwise affect his or her status as an **Employee** or **Outside Entity Employee** because of such person's race, colour, religion, age, sex, national origin, disability, pregnancy, HIV status, mental status, genetic information, marital or family status, sexual orientation or preference, military or veteran status, or other status that is protected pursuant to any applicable federal, provincial, territorial, state, local, or foreign statutory, civil or common law.

Employment Harassment means:

- (i) sexual harassment, including any unwelcome sexual advances, requests for sexual favours, or other conduct of a sexual nature that is made a condition of employment with, is used as a basis for employment decisions by, interferes with performance at, or creates an intimidating, hostile or offensive working environment within, the **Corporation** or **Outside Entity**; or
- (ii) workplace harassment (*i.e.* harassment of a non-sexual nature) that interferes with performance at, or creates an intimidating, hostile or offensive working environment within, the **Corporation** or **Outside Entity**.

Employment Practices Wrongful Act means any actual or alleged:

- (i) **Breach of Employment Contract**;
- (ii) **Employment Discrimination**;

- (iii) **Employment Harassment;**
- (iv) **Retaliation;**
- (v) **Workplace Bullying;**
- (vi) **Workplace Tort;**
- (vii) **Wrongful Employment Decision;** or
- (viii) **Wrongful Termination,**

of, or against, any past, present or prospective **Employee** or **Outside Entity Employee**.

Executive means any natural person who was, now is or shall be:

- (i) a duly elected, appointed, deemed or "de facto" director, officer, trustee, member of the board of managers or member of any duly constituted committee; or
- (ii) in-house General Counsel or Risk Manager (or equivalent position) of the **Corporation**.

Extradition Proceeding means any formal proceeding by which an **Insured Person** located in any province, territory, state or country is sought to be or is surrendered to any other province, territory, state or country for trial or otherwise to answer any criminal accusation.

Financial Impairment means the status of the **Corporation** resulting from: (i) the appointment by any federal, provincial, territorial or state official, agency or court of any receiver, conservator, liquidator, trustee, rehabilitator or similar official to take control of, supervise, manage or liquidate the **Corporation**; (ii) the appointment of any agent, receiver and/or receiver and manager by a creditor exercising its rights pursuant to a written instrument; (iii) a reorganization proceeding relating to the **Corporation** that has been brought in Canada under the Companies' Creditors Arrangement Act, R.S.C. 1985, c.C-36, or similar federal, provincial, territorial or state legislation; or (iv) the **Corporation** becoming a debtor in possession, as such term is used in Chapter 11 of the United States of America Bankruptcy Code.

Indemnified Loss means:

- (i) **Loss** which the **Corporation** becomes legally obligated to pay as a result of **Claims** made against the **Corporation**; and
- (ii) **Loss** for which the **Corporation** grants indemnification to any **Insured Person**,

provided that any **Employment Practices Wrongful Act Claim** shall not be considered **Indemnified Loss**.

Insured means any:

- (i) **Insured Person**; or
- (ii) **Corporation**.

Insured Person means any:

- (i) natural person who was, now is or shall be an **Executive**, volunteer, or **Employee** of the **Corporation**; or
- (ii) **Board Observer**, but solely for a **Board Observer Claim**.

Insurer means Trisura Guarantee Insurance Company.

Interrelated Wrongful Acts means all **Wrongful Acts** that have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of related facts, circumstances, situations, events, transactions or causes.

Loss means:

- (i) compensatory, moral, punitive, exemplary or multiplied damages, judgments (including pre-judgment and post-judgment interest), or settlements. The insurability of moral, punitive, exemplary or multiplied damages shall be governed by the law of any jurisdiction which has a substantial relationship to the **Insureds**, this Policy, or the **Claim** giving rise to such damages and which is favourable to the insurability of such damages;
- (ii) civil fines, civil penalties or administrative monetary penalties levied against an **Insured Person**. The insurability of civil fines, civil penalties or administrative monetary penalties levied against an **Insured Person** shall be governed by the law of any jurisdiction which has a substantial relationship to such **Insured Person**, this Policy, or the **Claim** giving rise to such civil fines, civil penalties or administrative monetary penalties and which is favourable to the insurability of such civil fines, civil penalties or administrative monetary penalties;
- (iii) amounts owing by any **Executives** of the **Corporation** pursuant to any Canadian federal, provincial or territorial legislation for which the **Executives** of the **Corporation** are statutorily liable in their capacity as such;

- (iv) **Crisis Management Expenses**, solely under Section III - Corporate Brand Protection / Crisis Management Expenses of this Policy; and
- (v) **Defence Costs**.

Loss shall not include:

- (a) any fines or penalties levied against the **Corporation**;
- (b) any criminal fines or criminal penalties levied against an **Insured Person**; or
- (c) subject to (i) and (ii) above, matters which may be deemed uninsurable under the law pursuant to which this Policy shall be construed or by which the **Corporation** is governed.

Management Control means:

- (i) owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of: the board of directors, board of trustees or equivalent governing body of a corporation;
- (ii) having the right, pursuant to written contract or the by-laws, charter, operating agreement or similar documents of the **Corporation**, to elect, appoint or designate a majority of the board of directors, board of trustees or equivalent governing body of a corporation; or
- (iii) the ability to control or direct the managerial decisions of a corporation.

Newsworthy Event means any actual or alleged negative publicity against the **Corporation**, that has been publicised through any media channel, including television, print media, radio or the world wide web, resulting from a **Claim** that is covered under this Policy.

Non-Indemnifiable Loss means **Loss** for which the **Corporation** fails or refuses to indemnify an **Insured**:

- (i) because of **Financial Impairment**; or
- (ii) because it is not permitted to indemnify pursuant to law or contract or the by-laws, charter, operating agreement or similar documents of the **Corporation**.

Non-Profit Corporation means any non-profit corporation, organization or charity that is incorporated under Part II of the Canada Corporations Act, R.S.C., 1970, c. C-32 or the Canada Not-for-profit Corporations Act, S.C. 2009, c. 23, or under similar provincial or territorial legislation or any foreign equivalent.

Outside Entity means:

- (i) any **Non-Profit Corporation** other than the **Corporation**; or
- (ii) any other corporation or organization listed as an **Outside Entity** in an endorsement to this Policy.

Outside Entity Employee means any natural person whose labour or service is both engaged and directed by the **Outside Entity**. This may include a volunteer, full-time, part-time, seasonal or temporary employee in his or her capacity as such, but does not include an independent contractor.

Outside Entity Executive means an **Insured Person** serving in the capacity as an **Executive** in any **Outside Entity**, but only during such time that such service is with the knowledge and consent of, at the direction or request of, or part of the duties regularly assigned to the **Insured Person** by, the **Corporation**.

Parent Corporation means the entity named in Item 1 of the Declarations.

Personal Injury Wrongful Act means any:

- (i) false arrest, wrongful detention or imprisonment or malicious prosecution;
- (ii) libel, slander, defamation of character, or publication of material in violation of a person's right of privacy; or
- (iii) wrongful entry or eviction or other invasion of the right of privacy.

Policy Period means the period of time from the inception date shown in Item 2 of the Declarations to the earlier of the expiration date shown in Item 2 of the Declarations or the effective date of termination of this Policy.

Pollutants means any substance, located anywhere in the world, exhibiting any hazardous characteristics as defined by, or identified on, a list of hazardous substances issued by or pursuant to the Canadian Environmental Protection Act, 1999, c. 33, the United States of America Environmental Protection Agency, or any federal, provincial, territorial, state, county, municipal or local counterpart thereof. Such substances shall include, but are not limited to, solids, liquids, gaseous or thermal irritants, contaminants or smoke, vapour, soot, fumes, acids, alkalis, chemicals or waste materials. **Pollutants** shall also mean any other air emission, odour, waste water, oil or oil products, infectious or medical waste, asbestos or asbestos products, lead or lead products, silica or silica products, mould of any type,

electric or magnetic or electromagnetic field and noise. Waste materials include materials to be recycled, reconditioned or reclaimed.

Publishers Liability Wrongful Act means any:

- (i) infringement of copyright or trademark or unauthorized use of title; or
- (ii) plagiarism or misappropriation of ideas.

Retaliation means retaliatory treatment against any **Employee** or **Outside Entity Employee** on account of such individual's:

- (i) exercising his or her rights under law;
- (ii) refusing to violate any law;
- (iii) opposing any unlawful practice;
- (iv) disclosing or threatening to disclose to a superior or to any governmental agency any alleged violations of law; or
- (v) having assisted or testified in or cooperated with a proceeding or investigation regarding alleged violations of law by any **Insured**.

Social Media means the internet and mobile based tools for sharing and discussing information, including but not limited to Facebook, YouTube, MySpace, LinkedIn, Twitter, Google+, Vimeo, and any other similar media applications.

Subsidiary means any **Non-Profit Corporation** in which the **Parent Corporation** has or had **Management Control**, either directly or indirectly through one or more other **Subsidiaries**:

- (i) on or before the inception date of this Policy;
- (ii) after the inception date of this Policy by reason of being created or acquired by the **Parent Corporation** after such date, and whose assets do not exceed 50% of the consolidated assets of the **Corporation** as of the inception date of this Policy; or
- (iii) after the inception date of this Policy by reason of being created or acquired by the **Parent Corporation** after such date, and whose assets exceed 50% of the consolidated assets of the **Corporation** as of the inception date of this Policy, but only: (i) for a period of 90 days from the date upon which it became a **Subsidiary**; or (ii) until the end of the **Policy Period**, whichever occurs first (referred to as the Auto-Subsidiary Period).

The **Insurer** shall extend coverage to the **Insureds** of any **Subsidiary** described in (iii) above beyond its respective Auto-Subsidiary Period if during such Auto-Subsidiary Period:

- (i) written notice of the acquisition or creation of such **Subsidiary** is given to the **Insurer** by the **Parent Corporation**;
- (ii) the **Parent Corporation** provides the **Insurer** with such information in connection therewith as the **Insurer** may deem necessary;
- (iii) the **Parent Corporation** accepts any special terms, conditions, exclusions or additional premium charge as may be required by the **Insurer**; and
- (iv) the **Insurer**, at its sole discretion, agrees to provide such coverage and confirms such agreement in writing.

A **Non-Profit Corporation** becomes a **Subsidiary** when the **Parent Corporation** acquires **Management Control** of such **Subsidiary**, either directly or indirectly through one or more other **Subsidiaries**. A **Non-Profit Corporation** ceases to be a **Subsidiary** when the **Parent Corporation** ceases to have **Management Control** of such **Subsidiary**, either directly or indirectly through one or more other **Subsidiaries**.

In all events, coverage as is afforded under this Policy with respect to any **Claim** made against any **Insureds** of any **Subsidiary** shall only apply for **Wrongful Acts** committed or allegedly committed after the effective date upon which the **Parent Corporation** acquired **Management Control** of such **Subsidiary** and prior to the date upon which the **Parent Corporation** ceased to have **Management Control** of such **Subsidiary**.

Third Party means any natural person who is a customer, patient, vendor, service provider or other business invitee of the **Corporation**.

Third Party Wrongful Act means:

- (i) discrimination against a **Third Party** based on such **Third Party's** race, colour, religion, age, sex, national origin, disability, pregnancy, HIV status, mental status, genetic information, marital or family status, sexual orientation or preference, military or veteran status, or other status that is protected pursuant to any applicable federal, provincial, territorial, state, local, or foreign statutory, civil or common law;
- (ii) sexual harassment, including unwelcome sexual advances, requests for sexual favours or other conduct of a sexual nature, against a **Third Party**; or

(iii) unlawful harassment of a non-sexual nature against a **Third Party**.

Unauthorized Access of Employee Information means:

- (i) the failure to prevent unauthorized access to, or the unauthorized use of, **Confidential Employment Information**; or
- (ii) the failure to notify an **Employee** or **Outside Entity Employee** of any actual or potential unauthorized access to, or the use of, such **Employee's Confidential Employment Information**, if such notification is required by any federal, provincial, territorial, state, local, or foreign statutory, civil or common law.

Workplace Bullying means verbal, written or visual intimidation or threats by an **Insured** while acting solely within the course and scope of employment with the **Corporation** or **Outside Entity**, including but not limited to the use of **Social Media** to intimidate or threaten.

Workplace Tort means:

- (i) any employment-related defamation, libel, slander, humiliation, invasion of privacy (including **Unauthorized Access of Employee Information**); or
- (ii) any of the following:
 - (a) employment-related negligent evaluation;
 - (b) employment-related wrongful discipline;
 - (c) employment-related negligent retention;
 - (d) employment-related negligent supervision;
 - (e) employment-related negligent hiring;
 - (f) employment-related negligent training;
 - (g) employment-related negligent or intentional misrepresentation;
 - (h) employment-related wrongful infliction of emotional distress or mental anguish; or
 - (i) failure to provide or consistently enforce employment-related corporate policies and procedures,

but only when alleged as part of a **Claim** for any actual or alleged **Breach of Employment Contract, Employment Discrimination, Employment Harassment, Retaliation, Workplace Bullying, Wrongful Employment Decision, Wrongful Termination** or act set forth in (i) above.

Wrongful Act means any actual or alleged act, error, omission, misstatement, misleading statement, neglect or breach of duty by:

- (i) any **Insured Person** while acting in his or her capacity as such, or any other matter claimed against them solely by reason of his or her capacity as such;
- (ii) any **Outside Entity Executive**; or
- (iii) the **Corporation**,

including, but not limited to:

- (a) any **Employment Practices Wrongful Act**;
- (b) any **Third Party Wrongful Act**;
- (c) any **Personal Injury Wrongful Act**; or
- (d) any **Publishers Liability Wrongful Act**.

Wrongful Employment Decision means any wrongful demotion, denial of tenure, or failure or refusal to promote.

Wrongful Termination means any wrongful termination, dismissal, or discharge of employment, including constructive termination, dismissal or discharge. **Wrongful Termination** does not include **Breach of Employment Contract**.

III EXTENSIONS

Estates and Legal Representatives

This Policy shall cover **Loss** arising from any **Claims** made against the estates, heirs, legal representatives or assigns of **Insured Persons** who are deceased or against the legal representatives or assigns of **Insured Persons** who are incompetent, insolvent or bankrupt to the extent that in the absence of such death, incompetency, insolvency or bankruptcy, such **Claims** would have been covered by this Policy.

Spousal and Domestic Partner Liability

This Policy shall cover **Loss** arising from any **Claims** made against the lawful spouse (whether such status is derived by reason of statutory law, common law or otherwise of any applicable jurisdiction in the world) or **Domestic Partner** of an **Insured Person** for all **Claims** arising solely out of his or her status as the spouse or **Domestic Partner** of such **Insured Person**, including a **Claim** that seeks damages recoverable from marital community property, property jointly held by the **Insured Person** and the spouse or **Domestic Partner**, or property transferred from the **Insured Person** to the spouse or **Domestic Partner**; provided, however, that this extension shall not afford coverage for any **Claim** for any actual or alleged **Wrongful Act** of the spouse or **Domestic Partner**, but shall apply only to **Claims** arising out of any actual or alleged **Wrongful Acts** of an **Insured Person** and shall be subject to the Policy's terms, conditions and exclusions.

Discovery Period

If the **Parent Corporation** shall cancel, or the **Parent Corporation** or the **Insurer** shall refuse to renew, this Policy, the **Parent Corporation** shall have the right, upon payment of the additional premium calculated at that percentage set forth in Item 6(A) of the Declarations of the total annual premium for this Policy, to an extension of the coverage granted by this Policy for the period of time set forth in Item 6(B) of the Declarations following the effective date of such cancellation or non-renewal, but only for any **Wrongful Act** committed prior to the effective date of such cancellation or non-renewal. The rights contained in this paragraph shall terminate unless written notice of such election, together with payment of the additional premium due, is received by the **Insurer** within 30 days following the effective date of cancellation or non-renewal.

In the event of a Transaction, as described in paragraph (F) of Section X, the **Parent Corporation** shall have the right, within 30 days before the end of the **Policy Period**, to request an offer from the **Insurer** of a **Discovery Period** (with respect to **Wrongful Acts** occurring prior to the effective time of the Transaction) for a period of up to 6 years or for such longer period as the **Parent Corporation** may request. The **Insurer** shall offer such **Discovery Period** on such terms, conditions and premium as the **Insurer** may in its sole discretion decide. In the event of a Transaction, the right to a **Discovery Period** shall not otherwise exist except as indicated in this paragraph.

This extension and the rights contained herein shall not apply to any cancellation resulting from non-payment of premium. The entire premium for the **Discovery Period** shall be fully earned at the inception of the **Discovery Period**. This extension, once effected, is not cancellable. The **Discovery Period**, if exercised, shall form part of the **Policy Period** and shall not increase the Limit of Liability of the **Insurer** for the **Policy Period**.

Excess Directors or Officers Insurance

The **Insurer** shall pay up to the Excess Directors or Officers Insurance Limit of Liability stated in Item 4(A) of the Declarations, in addition to, and not as part of, the Policy Limit of Liability each **Policy Period**, on behalf of the **Executives** of the **Corporation** all **Loss** they are legally obligated to pay on account of any **Claim** for a **Wrongful Act** first made against them during the **Policy Period** or the **Discovery Period**, if exercised, except when and to the extent that the **Corporation** has indemnified such **Executives** of the **Corporation**.

This extension of coverage shall be specifically excess of any insurance available to the **Executives** of the **Corporation** that is specifically stated to be in excess of this Policy and such excess insurance must be completely exhausted by payment of **Loss** or other sums covered thereunder before the **Insurer** shall have any obligation to make any payment for **Loss** under this extension of coverage.

Corporate Brand Protection / Crisis Management Expenses

The **Insurer** shall pay on behalf of the **Corporation** all **Crisis Management Expenses** incurred by the **Corporation**, up to the Corporate Brand Protection / Crisis Management Expenses Coverage Limit of Liability stated in Item 4(C) of the Declarations, in addition to, and not as part of, the Policy Limit of Liability each **Policy Period**, to avert or mitigate damage to any of the **Corporation's** brands and/or reputation caused by a **Newsworthy Event** first occurring and reported to the **Insurer** during the **Policy Period**.

IV EXCLUSIONS

The **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** made against an **Insured**:

- (1) based upon, arising out of, or attributable to any litigation, proceeding or civil, criminal, administrative or regulatory investigation of which any **Insured** had notice and which was commenced prior to, or which was pending as of, the inception date of the first policy purchased by the **Corporation** providing coverage of a similar

nature to that afforded by this Policy and which has continued through renewal or reinstatement on an uninterrupted basis since its inception, or which arises from matters substantially the same as alleged or established in such litigation, proceeding or civil, criminal, administrative or regulatory investigation;

- (2) based upon, arising out of, or attributable to any fact, circumstance or situation which has been the subject of any notice given under any policy of which this Policy is a direct or indirect renewal or replacement;
- (3) based upon, arising out of, or attributable to the gaining of any profit, remuneration or advantage to which a final non-appealable adjudication in the underlying **Claim** establishes such **Insured** was not legally entitled;
- (4) based upon, arising out of, or attributable to the **Insured** committing any deliberate criminal or deliberate fraudulent or dishonest act, if any final non-appealable adjudication adverse to such **Insured** in the underlying **Claim** establishes that such deliberate criminal or deliberate fraudulent or dishonest act was committed;
- (5) based upon, arising out of, or attributable to the rendering of, or failure to render, any professional services to a third party, either gratuitously or for a fee;
- (6) for bodily injury, sickness, mental anguish, emotional distress, humiliation, damage to reputation, disease or death of any person, or damage to or destruction of any tangible property including loss of use thereof. However, this exclusion shall not apply to:
 - (i) any **Claim** for an **Employment Practices Wrongful Act** or **Third Party Wrongful Act** in respect of mental anguish, emotional distress, humiliation or damage to reputation; or
 - (ii) **Defence Costs**:
 - (a) on account of any criminal proceeding against any **Insured** on account of any **Claim** which is pursuant to section 217.1 of the Criminal Code, R.S.C. 1985, c. C-46 (as amended by Bill C-45); or
 - (b) for a **Claim** against any **Insured** which is brought pursuant to the Ontario Occupational Health and Safety Act (*Violence and Harassment in the Workplace*), 2009,or pursuant to similar provisions of any federal, provincial, territorial, state, or foreign legislation.
- (7) which is brought by or on behalf of the **Corporation** against any **Insured**, or by any **Outside Entity** against any **Outside Entity Executive**. However, this exclusion shall not apply to any **Claim**:
 - (i) that is a **Derivative Suit**, if such action is brought and maintained independently of, and without the solicitation, assistance, participation or intervention of any **Corporation**, any affiliate of the **Corporation**, any **Outside Entity**, or any **Executive** or **Employee** of the foregoing, except for any solicitation, assistance, participation or intervention for which an applicable federal, provincial, territorial, state, local, or foreign law affords "whistleblower" protection to any such **Executive** or **Employee**; or
 - (ii) in the event of **Financial Impairment** of a **Corporation**, brought or maintained by a trustee in bankruptcy or an interim receiver of such **Corporation** appointed pursuant to the provisions of the Bankruptcy and Insolvency Act, R.S.C. 1985, c.B-3, a liquidator of such **Corporation** appointed pursuant to the provisions of the Winding-up and Restructuring Act, R.S.C. 1985, c.W-11, by a receiver or receiver and manager of such **Corporation** appointed pursuant to the Courts of Justice Act, R.S.O. 1990, c.C.43, or by any similar official appointed or named pursuant to similar federal, provincial, territorial, state, or foreign legislation;
- (8) for any actual or alleged violation of the responsibilities, obligations or duties imposed by the Pension Benefits Standards Act, R.S.C. 1985, c. 32 (2nd Supp.), the Pension Benefits Act, R.S.O. 1990, c. P.8, the Employee Retirement Income Security Act of 1974 of the United States of America, or any similar federal, provincial, territorial, state or local statutory, civil or common law;
- (9) based upon, arising out of, or attributable to any actual or alleged nuclear reaction, nuclear radiation, radioactive contamination, or radioactive substance, or the hazardous properties of nuclear or radioactive material;
- (10) based upon, arising out of, or attributable to:
 - (i) the actual, alleged or threatened discharge, dispersal, release, escape, seepage, migration or disposal of **Pollutants** into, in or on real or personal property, water or the atmosphere; or
 - (ii) any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**.

However, this exclusion shall not apply to:

- (a) **Non-Indemnifiable Loss** which is on account of any **Claim** brought by any security holder of the **Corporation** in his or her capacity as such, whether in his or her own right or on behalf of the **Corporation**, provided that such **Claim** is brought and maintained independently of, and without the solicitation, assistance, participation or intervention of any **Insured**, the **Corporation** or any affiliate of the **Corporation**; or
 - (b) **Defence Costs** incurred with respect to **Non-Indemnifiable Loss** which are on account of any **Claim** first commenced and conducted within the territorial limits and jurisdiction of Canada, subject to the limit of liability for any and all such **Claims** up to the Pollution Defence Costs Coverage Limit stated in Item 4(B) of the Declarations each **Policy Period**, which amount shall be part of, and not in addition to, the Limit of Liability stated in Item 3 of the Declarations;
- (11) based upon, arising out of, or attributable to any actual or alleged breach of any oral, written or implied contract or agreement, or for liabilities of others assumed by the **Insured** under any such contract or agreement. However, this exclusion shall not apply to:
- (i) the extent the **Insured** would have been liable in the absence of such contract or agreement; or
 - (ii) **Defence Costs** based upon, arising out of, or attributable to an **Employment Practices Wrongful Act**; or
- (12) for:
- (i) salary, wages, commissions, or other monetary payments which constitute severance payments, payments pursuant to a notice period, or payments in lieu of reinstatement, sought in any **Claim** for an **Employment Practices Wrongful Act**, to which an **Employee** is entitled by virtue of statute or common or civil law;
 - (ii) **Benefits** due, or to become due, or the equivalent value of such **Benefits**; or
 - (iii) the cost of complying with any order for, grant of, or agreement to provide injunctive or non-monetary relief, including the cost of:
 - (a) instituting or conducting any corporate policy, procedure, program or training;
 - (b) making physical changes, modifications, alterations or improvements as part of an accommodation of any disabled person; or
 - (c) employment reinstatement or continued employment,

However, this exclusion shall not apply to **Defence Costs**.

SEVERABILITY OF EXCLUSIONS: With respect to the exclusions of this Policy, the **Wrongful Act** of any **Insured Person** shall not be imputed to any other **Insured Person** to determine if coverage is available. Any **Wrongful Acts** of any chief executive officer, chief financial officer or in-house General Counsel (or equivalent positions) of a **Corporation** shall be imputed to that **Corporation** to determine if coverage is available.

V LIMIT OF LIABILITY AND PRIORITY OF PAYMENTS

- (A) The Limit of Liability stated in Item 3 of the Declarations is the maximum aggregate liability of the **Insurer** for all **Loss** with respect to all **Claims** first made against the **Insureds** in each **Policy Period**, including the **Discovery Period**, if exercised.
- (B) **Defence Costs** shall be part of, and not in addition to, the Limit of Liability stated in Item 3 of the Declarations, and payment of **Defence Costs** by the **Insurer** shall reduce, and may exhaust, such Limit of Liability, except where prohibited by the laws of the province of Quebec.
- (C) All obligations of the **Insurer** arising from this Policy shall terminate if the Limit of Liability stated in Item 3 of the Declarations has been exhausted by payment of **Loss** in respect of a **Claim**, or aggregation of **Claims** covered under this Policy.
- (D) All **Claims** arising out of the same **Wrongful Act** or **Interrelated Wrongful Acts** shall be deemed one **Claim**, and such **Claim** shall be deemed to have been first made on the date the earliest of such **Claims** was first made against any **Insured**, regardless of whether such date was before or during the **Policy Period**.
- (E) Excess Directors or Officers Coverage Limit of Liability: The maximum aggregate liability of the **Insurer** for all **Loss** with respect to the coverage provided under Section III, Excess Directors or Officers Insurance, shall be the amount stated in Item 4(A) of the Declarations as the Excess Directors or Officers Coverage Limit of Liability, which amount shall be in addition to, and not part of, the Policy Limit of Liability.

- (F) Pollution Defence Costs Coverage Limit of Liability: The maximum aggregate liability of the **Insurer** for all **Defence Costs** with respect to the coverage provided under Section IV, paragraph (10)(b), shall be the amount stated in Item 4(B) of the Declarations as the Pollution Defence Costs Coverage Limit of Liability, which amount shall be part of, and not in addition to, the Policy Limit of Liability.
- (G) Corporate Brand Protection / Crisis Management Expenses Coverage Limit of Liability: The maximum aggregate liability of the **Insurer** for all **Crisis Management Expenses** incurred by the **Corporation** to avert or mitigate damage to any of the **Corporation's** brands and/or reputation as a result of a **Newsworthy Event** shall be the amount stated in Item 4(C) of the Declarations as the Corporate Brand Protection / Crisis Management Expenses Coverage Limit of Liability, which amount shall be in addition to, and not part of, the Policy Limit of Liability.
- (H) In the event of **Loss** arising from any **Claims** for which payment is due under the provisions of this Policy, which in the aggregate exceeds the available or remaining available Limit of Liability of this Policy, payment of such **Loss** shall be made under this Policy:
- (i) first to satisfy **Loss**, if any, which is **Non-Indemnified Loss**; then
 - (ii) only to the extent, if any, that there is a remaining amount of the Limit of Liability available after the payment of **Loss** pursuant to paragraph (H)(i) above, to pay **Loss**, if any, which is **Indemnified Loss**.
- Upon the written request of the **Parent Corporation**, the **Insurer** shall hold back any payment which would otherwise be made under paragraph (H)(ii) above. Any such payment withheld by the **Insurer** shall, upon further written request of the **Parent Corporation** to the **Insurer**, be paid by the **Insurer**:
- (i) to the **Parent Corporation**, but only if the request for such payment is made within one year of the final resolution of any **Claims** addressed in paragraph (H) above; or
 - (ii) to or for the benefit of the **Insured**, but only in the event that the **Insured** becomes legally obligated to pay **Loss** which is **Non-Indemnified Loss** under this Policy which arises from any new **Claims**, not previously addressed in paragraph (H) above.

VI DEDUCTIBLE

The **Insurer** shall only be liable for the amount of **Loss** arising from a **Claim** which is in excess of the applicable Deductible stated in Item 5 of the Declarations. Such Deductible shall be eroded (or exhausted) only by the **Insured's** payment of **Loss** otherwise covered under this Policy, and shall be borne by the **Insureds** uninsured and at their own risk. The **Insurer** shall have no obligation whatsoever, either to the **Insureds** or any other person or entity, to pay all or any portion of the applicable Deductible on behalf of any **Insured**. The **Insurer** shall, however, at its sole discretion, have the right and option to do so, in which event the **Insureds** shall repay the **Insurer** any amounts so paid. A single Deductible amount shall apply to **Loss** arising from all **Claims** alleging the same **Wrongful Act** or **Interrelated Wrongful Acts**.

With respect to **Claims** insured by this Policy which give rise to legal proceedings against the **Insured** in the Province of Quebec, the **Deductible** shall only be applicable to **Loss**, excluding **Defence Costs**, and shall not be applied by the **Insurer** to **Defence Costs**.

VII DEFENCE AND SETTLEMENT

- (A) The **Insurer** shall have the right and the duty to defend, with respect to such insurance as is afforded by this Policy, any **Claim** made against the **Insureds**, even if such **Claim** is groundless, false or fraudulent. However, the **Insurer** shall not be obligated to defend or to continue to defend any **Claim** after the Limit of Liability under this Policy has been exhausted by payment of **Loss**, including **Defence Costs**.
- (B) The **Insureds** agree not to settle any **Claim**, incur any **Defence Costs** or otherwise assume any contractual obligation or admit any liability with respect to any **Claim**, without the **Insurer's** written consent, which shall not be unreasonably withheld. The **Insurer** shall not be liable for any settlement, **Defence Costs**, assumed obligation or admission to which it has not consented.

Notwithstanding the above, the **Insureds** may settle any **Claim** without prior written consent from the **Insurer**, provided that: (i) the total amount of **Loss**, including **Defence Costs**, is less than the remaining Deductible; and (ii) such settlement fully resolves the **Claim** with respect to all **Insureds** and the **Insurer**.

The **Insurer** may make any settlement of any **Claim** it deems expedient subject to the written consent of the involved **Insureds**. If any such **Insured** withholds consent to such settlement, the **Insurer's** liability for all **Loss** on account of such **Claim** shall not exceed:

- (i) the amount for which the **Insurer** could have settled such **Claim** plus **Defence Costs** incurred as of the date such settlement was proposed in writing by the **Insurer**; plus
- (ii) 75% of any **Loss** in excess of the amount in clause (i) above, incurred in connection with such **Claim**,

provided that the Limit of Liability of the **Insurer** for such **Claim** shall not exceed the remaining applicable Limit of Liability.

VIII ALLOCATION

If, in any **Claim**, the **Insured** incurs both **Loss** that is covered under this Policy and loss that is not covered, either because such **Claim** made against the **Insured** includes both covered and uncovered matters, or because a **Claim** is made against both the **Insureds** and others not included within the definition of **Insured**, the **Insureds** and the **Insurer** shall allocate such amounts as follows:

- (a) all **Defence Costs**, calculated at the percentage set forth as the Allocation Percentage stated in Item 7 of the Declarations, shall be allocated to covered **Loss** and shall be advanced by the **Insurer** on a current basis;
- (b) with respect to **Loss** other than **Defence Costs**, the **Insureds** and the **Insurer** agree to use their best efforts to determine a fair and proper allocation of all such amounts, taking into account the relative legal and financial exposures of the parties to the **Claim**. The **Insurer** shall not be liable for the portion of such amount allocated to non-covered loss. If the **Insured** and the **Insurer** cannot agree on an allocation, no presumption as to the allocation shall exist in any arbitration, suit or other proceeding, and the **Insurer** shall advance pursuant to the provisions of this Policy on a current basis **Loss** which the **Insurer** believes to be covered under this Policy until a different allocation is negotiated, arbitrated or judicially determined.

IX NOTICE OF CLAIM

- (A) The **Insureds** shall, as a condition precedent to their rights under this Policy, give written notice to the **Insurer** of a **Claim** as soon as practicable after the natural person designated in Item 8 of the Declarations first becomes aware of such **Claim**, but in no event later than 90 days after expiration of the **Policy Period** or **Discovery Period**, if exercised, in which the **Claim** was first made.
- (B) If during the **Policy Period** or **Discovery Period**, if exercised, the **Insureds** first become aware of any facts or circumstances which may reasonably be expected to give rise to a **Claim** and during such period give written notice to the **Insurer** of the facts or circumstances and the reasons for anticipating such a **Claim**, with full particulars as to dates, events, persons and entities involved, then any **Claim** which is subsequently made against the **Insureds** and reported to the **Insurer** alleging, based upon, arising out of, or attributable to such facts or circumstances, or alleging any **Interrelated Wrongful Acts**, shall, for the purposes of this Policy, be treated as a **Claim** made during the **Policy Period** or **Discovery Period**, if exercised, in which such notice was given.
- (C) Any notice shall be deemed to have been given and received on the day and at the time it is so received by the **Insurer** at the following address:

Corporate Risk Claims Department
Trisura Guarantee Insurance Company
333 Bay Street, Suite 1610, Box 22
Toronto, Ontario M5H 2R2

Fax: (416) 214-9597

Email: claims@trisura.com

X GENERAL CONDITIONS

- (A) Policy Territory: This Policy applies to **Wrongful Acts** committed by the **Insured**, or to **Claims** brought, anywhere in the world.

(B) Indemnification: If the **Corporation** fails or refuses to indemnify an **Insured Person** for **Loss**, other than **Non-Indemnifiable Loss**, or to advance **Defence Costs** to the fullest extent permitted by law, then any payment by the **Insurer** of such **Loss** or such **Defence Costs** shall be subject to the Deductible stated in Item 5(B) of the Declarations applicable to **Indemnified Loss**. However, if the **Corporation**:

- (i) refuses (other than for reason of **Financial Impairment**) to indemnify an **Insured Person** for **Loss**, or refuses to advance **Defence Costs** on behalf of such **Insured Person** based on statutory, common or contract law, and the **Insured Person** contests, in writing, such refusal; or
- (ii) fails to respond within 60 days to an **Insured Person's** written request for indemnification or for a statutory, common law or contractual basis for the **Corporation's** refusal to indemnify or advance **Defence Costs**, thus constituting a refusal to indemnify,

then, subject to the provisions of Section VII of this Policy, the **Insurer** shall advance **Defence Costs**, without application of the Deductible, to the **Insured Person** from the date the **Defence Costs** were first incurred and reported to the **Insurer**. Any **Defence Costs** advanced in accordance with this provision shall be advanced only until the **Insured Person's** request for indemnification is resolved, by any means, and in the event the refusal to indemnify is determined to be invalid, any advanced **Defence Costs** within the Deductible shall be repaid to the **Insurer** by the **Corporation** directly or on behalf of the **Insured Person**.

This Policy has been issued to the **Parent Corporation** with the understanding and agreement that each **Corporation** agrees to fulfill its indemnification obligations, if any, to the **Insured Persons**, and if the **Insurer** pays, as **Loss**, any indemnification owed to any **Insured Person** by the **Corporation**, the **Insurer** does not waive or compromise any of its rights to recover such **Loss** from such **Corporation**.

For purposes of determining a **Corporation's** indemnification obligation to any **Board Observer**, each **Board Observer** shall be deemed an **Executive** of the **Corporation**. Accordingly, the **Corporation** shall be deemed to have granted such indemnification to each **Board Observer** to the fullest extent permitted by law to the same extent as any **Executive** of the **Corporation**.

(C) Representations and Severability Clause: In granting coverage under this Policy, it is agreed that the **Insurer** has relied upon the statements and representations contained in the **Application** for this Policy, a copy of which is deemed attached hereto, as being true, accurate and complete. All such statements and representations are the basis of this Policy and are to be considered as incorporated into this Policy. With respect to such statements and representations, no knowledge or information possessed by any **Insured Person** shall be imputed to any other **Insured Person** for the purposes of determining if coverage is available in favour of such **Insured Person**, and only knowledge or information possessed by any past, present or future director, officer or trustee of the **Corporation**, shall be imputed to such **Corporation** for the purpose of determining if coverage is available in favour of the **Corporation**.

(D) Cooperation and Subrogation: In the event of a **Claim**, the **Insureds** agree to provide the **Insurer** with all information, assistance and cooperation that the **Insurer** reasonably requests, and will do nothing that may prejudice the **Insurer's** position or potential or actual rights of recovery. In the event of any payment under this Policy, the **Insurer** shall be subrogated to all of the **Insureds'** rights of recovery against any person or organization to the extent of such payment and the **Insureds** shall execute all papers required and do everything that may be necessary to secure such rights. In no event, however, shall the **Insurer** subrogate against any **Insured Person** under this Policy, unless such **Insured Person** has been convicted of a criminal act, or been determined by any final non-appealable adjudication in an underlying **Claim** to have committed a fraudulent or dishonest act, or determined by any final non-appealable adjudication in an underlying **Claim** to have obtained any profit or advantage to which such **Insured Person** was not legally entitled.

(E) Recoveries: Any recovery (after payment of expenses incurred to obtain such recovery), whether effected by the **Insurer** or by the **Insured**, shall be applied (i) first to the satisfaction of the **Insured's** loss which would otherwise have been paid by the **Insurer** but for the fact that it is in excess of the Limit of Liability stated in Item 3 of the Declarations, (ii) second to reimburse the **Insurer** to reduce the **Loss** ultimately borne by the **Insurer** to what it would have been had the recovery preceded any payment of such **Loss** by the **Insurer**, and (iii) third to reimburse the **Insured** in satisfaction of the applicable Deductible stated in Item 5 of the Declarations.

The obligations of the **Insureds** under this subsection will survive the termination or expiry of this Policy.

(F) Reorganization: If, during the **Policy Period**:

- (i) the **Parent Corporation** shall consolidate with or merge into another entity such that the **Parent Corporation** is not the surviving entity; or
- (ii) any person or entity, or group of persons or entities acting in concert, shall acquire **Management Control** of the **Parent Corporation**,

(either of the above events herein referred to as the "Transaction"),

coverage under this Policy shall continue until termination of this Policy, but only with respect to **Claims** for **Wrongful Acts** committed, attempted, or allegedly committed or attempted, by the **Insureds** prior to the effective date of the **Transaction**.

The **Parent Corporation** or any **Insured** shall give written notice to the **Insurer** of the **Transaction** as soon as practicable, but in no event later than 30 days after the effective date of the **Transaction**. The full annual premium for the **Policy Period** shall be deemed fully earned immediately upon the occurrence of the **Transaction** and the Policy may not be terminated by the **Parent Corporation**. The **Parent Corporation** shall also have the right to request an offer from the **Insurer** of a **Discovery Period**.

(G) Termination of Policy: This Policy shall terminate at the earliest of the following times:

- (i) upon receipt by the **Insurer** of a written notice of termination from the **Parent Corporation**; provided that this Policy may not be terminated by the **Parent Corporation** after the effective date of a Transaction;
- (ii) upon expiration of the **Policy Period** as set forth in Item 2 of the Declarations of this Policy;
- (iii) 20 days after receipt by the **Parent Corporation** of the **Insurer's** notice of cancellation due to non-payment of premium; or
- (iv) at such other time as may be agreed upon by the **Insurer** and the **Parent Corporation**.

If the Policy is terminated in accordance with item (i) above, the **Insurer** shall refund to the **Parent Corporation** the unearned premium computed at the customary short rate. If the Policy is terminated in accordance with item (iii) above, the refund shall be computed pro rata, and the **Insurer** shall have the right to require payment by the **Parent Corporation** of the premium amount for the portion of the **Policy Period** during which the Policy was in effect.

The refund or tender of any unearned premium by the **Insurer** shall not be a condition precedent to the effectiveness of termination, but such payment shall be made as soon as practicable.

(H) Action Against Insurer: No action shall lie against the **Insurer** unless, as a condition precedent thereto, there shall have been full compliance with all the terms and conditions of this Policy, nor until the amount of the **Insureds'** obligation to pay shall have been finally determined: (a) by judgment against the **Insureds** after actual trial; or (b) by written agreement of the **Insureds**, the claimant and the **Insurer**.

No person or entity shall have any right under this Policy to join the **Insurer** as a party to any action against the **Insured** to determine the liability of the **Insured**, nor shall the **Insurer** be impleaded by the **Insureds** or their legal representatives.

(I) Bankruptcy or Insolvency : Bankruptcy or insolvency of the **Corporation**, or of any of the **Insureds** or their estates, shall not relieve the **Insurer** of any of its obligations hereunder.

(J) Other Insurance: This Policy shall apply only as excess over, and shall not contribute with, any other valid and collectible insurance available to any **Insured**, including but not limited to any insurance under which there is a duty to defend the **Insured**, a duty to pay on behalf of the **Insured**, or a duty to advance **Defence Costs** to or on behalf of the **Insured**, unless such other insurance is written specifically excess of this Policy by reference in such other policy to the Policy Number of this Policy. This Policy will not be subject to the terms of any other insurance.

In the event of a **Claim** against an **Insured Person** arising out of his or her service as an **Outside Entity Executive**, coverage as is afforded by this Policy shall be specifically excess of any: (i) indemnification provided by such **Outside Entity**; and (ii) any other insurance provided to such **Outside Entity**, regardless of whether such other insurance provides for a duty to defend the **Insured Person**, a duty to pay on behalf of the **Insured Person**, or a duty to advance **Defence Costs** to or on behalf of the **Insured Person**.

In the event that other insurance is provided to the **Outside Entity** by the **Insurer** (or would be provided but for the application of the retention amount, exhaustion of the limit of liability or failure to submit a notice of a **Claim**), the **Insurer's** maximum aggregate limit of liability for all **Loss** combined in connection with a **Claim** covered, in part or in whole, by this Policy and such other insurance policy, shall not exceed the greater of the Limit of Liability of this Policy or the limit of liability of such other insurance policy.

(K) Non-Renewal: If the **Insurer** decides not to offer renewal terms for this Policy, the **Insurer** shall provide written notice to the **Parent Corporation** at least 60 days prior to the Policy expiration date.

- (L) Valuation and Currency: Except as otherwise provided in this Policy, all premiums, limits, Deductibles, **Loss** and any other amounts referred to in this Policy are expressed and payable in the currency of Canada. If judgment is rendered, settlement is agreed upon or another element of **Loss** under this Policy is incurred in a currency other than Canadian dollars, payment under this Policy shall be made in Canadian dollars at the noon rate of exchange set by the Bank of Canada on the date upon which the final judgment is entered, the amount of the settlement is agreed upon or the other element of **Loss** is due, respectively.
- (M) Assignment: This Policy and any and all rights hereunder are not assignable without the prior written consent of the **Insurer**, which consent shall be in the sole and absolute discretion of the **Insurer**.
- (N) Changes: Notice to any agent, broker or representative or knowledge possessed by any agent, broker, representative or any other persons shall not effect a waiver or change in any part of this Policy or estop the **Insurer** from asserting any right under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by endorsement issued by the **Insurer** to form a part of this Policy.
- (O) Non-Rescindability: The coverage provided under this Policy shall be non-rescindable by the **Insurer**.
- (P) Notices: All notices, other than Notice of Claim, shall be given in writing addressed to:
- Corporate Risk Department
Trisura Guarantee Insurance Company
333 Bay Street, Suite 1610, Box 22
Toronto, Ontario M5H 2R2
Fax: (416) 214-9597

XI QUEBEC

With respect to the Province of Quebec only, it is the express wish of all parties that this Policy and any related documents be drawn up in English. Il est de la volonté expresse des parties aux présentes que cette police et tous les documents qui s'y rattachent soient rédigés en anglais.

XII AUTHORIZATION CLAUSE

It is agreed that the **Parent Corporation** shall act on behalf of its **Subsidiaries** and all **Insureds** with respect to the giving and receiving of any notice provided for in this Policy (subject to any **Insured's** rights under Section III, Discovery Period and Section IX), the payment of premiums (subject to any **Insured's** rights under Section III, Discovery Period), the receiving of any return premiums that may become due under this Policy, and the negotiation, agreement to and acceptance of any endorsement to this Policy.

**IN WITNESS WHEREOF, THE INSURER HAS CAUSED THIS POLICY TO BE EXECUTED ON THE
DECLARATIONS PAGE**



BROAD BI/PD EXCLUSION - WITH EXCEPTION FOR EMPLOYEE AND BILL C-45 CLAIMS

Endorsement No.: 1

Effective Date Of Endorsement: April 30, 2022

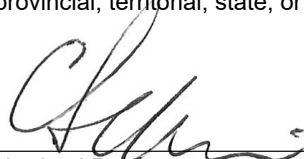
Policy No.: HDO1002111

Issued To: Eastern Regional Service Board o/a Eastern Waste

In consideration of the premium charged, it is hereby understood and agreed that the following replaces paragraph (6) of Section IV of this Policy:

- (6) based upon, arising out of, or attributable to bodily injury, sickness, mental anguish, emotional distress, humiliation, damage to reputation, disease or death of any person, or damage to or destruction of any tangible property including loss of use thereof. However, this exclusion shall not apply to:
- (i) any **Claim** for an **Employment Practices Wrongful Act** or **Third Party Wrongful Act** in respect of mental anguish, emotional distress, humiliation or damage to reputation; or
 - (ii) **Defence Costs**:
 - (a) on account of any criminal proceeding against any **Insured Person** on account of any **Claim** which is pursuant to section 217.1 of the Criminal Code, R.S.C. 1985, c. C-46 (as amended by Bill C-45); or
 - (b) for a **Claim** against any **Insured Person** which is brought pursuant to the Ontario Occupational Health and Safety Act (*Violence and Harassment in the Workplace*), 2009,or pursuant to similar provisions of any federal, provincial, territorial, state, or foreign legislation.

All other terms and conditions remain unchanged.



Authorized Representative



TRISURA®

DEFENCE COSTS OUTSIDE THE LIMIT OF LIABILITY EXTENSION - UNLIMITED

Endorsement No.: 2

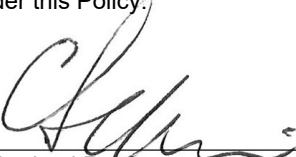
Effective Date Of Endorsement: April 30, 2022

Policy No.: HDO1002111

Issued To: Eastern Regional Service Board o/a Eastern Waste

In consideration of the premium charged, it is hereby understood and agreed that the **Insurer** shall pay **Defence Costs** in addition to the Limit of Liability for any **Claim** under this Policy.

All other terms and conditions remain unchanged.



Authorized Representative



DELETION OF HAMMER CLAUSE

Endorsement No.: 3
Policy No.: HDO1002111

Effective Date Of Endorsement: April 30, 2022

Issued To: Eastern Regional Service Board o/a Eastern Waste

In consideration of the premium charged, it is hereby understood and agreed that the following replaces subsection (B) of Section VII of this Policy:

- (B) The **Insureds** agree not to settle any **Claim**, incur any **Defence Costs** or otherwise assume any contractual obligation or admit any liability with respect to any **Claim**, without the **Insurer's** written consent, which shall not be unreasonably withheld. The **Insurer** shall not be liable for any settlement, **Defence Costs**, assumed obligation or admission to which it has not consented.

Notwithstanding the above, the **Insureds** may settle any **Claim** without prior written consent from the **Insurer**, provided that: (i) the total amount of **Loss**, including **Defence Costs**, is less than the remaining Deductible; and (ii) such settlement fully resolves the **Claim** with respect to all **Insureds** and the **Insurer**.

The **Insurer** may make any settlement of any **Claim** it deems expedient subject to the written consent of the involved **Insureds**.

All other terms and conditions remain unchanged.



Authorized Representative



GOVERNMENT EXCLUSION


Endorsement No.: 4
Policy No.: HDO1002111

Effective Date Of Endorsement: April 30, 2022

Issued To: Eastern Regional Service Board o/a Eastern Waste

In consideration of the premium charged, it is hereby understood and agreed that the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** made against an **Insured** based upon, arising out of, or attributable to any action or proceeding brought by or on behalf of any local, municipal, provincial or federal government or any of its departments or agencies.

All other terms and conditions remain unchanged.



Authorized Representative



THREE YEAR POLICY ENDORSEMENT

Endorsement No.: 5
Policy No.: HDO1002111

Effective Date Of Endorsement: April 30, 2022

Issued To: Eastern Regional Service Board o/a Eastern Waste

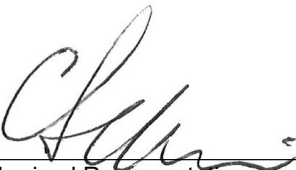
In consideration of the premium charged, it is hereby understood and agreed that Section II of this Policy is amended to include the following:

Policy Year means the period of one year commencing either on the effective date and hour of this Policy or the period of one year commencing one year after the effective date and hour of this Policy or the period of one year commencing two years after the effective date and hour of this Policy.

It is further understood and agreed that the following replaces subsection (A) of Section V of this Policy:

- (A) The Limit of Liability stated in Item 3 of the Declarations is the maximum aggregate liability of the **Insurer** for all **Loss** with respect to all **Claims** first made against the **Insureds** in each **Policy Year**. The **Discovery Period**, if exercised, shall form part of the **Policy Year** immediately preceding the **Discovery Period** and shall not increase the Limit of Liability of the **Insurer** for that **Policy Year**.

All other terms and conditions remain unchanged.



Authorized Representative



COMMUNICABLE DISEASE EXCLUSION – ENTITY ONLY

Endorsement No.: 6
Policy No.: HDO1002111

Effective Date Of Endorsement: April 30, 2022

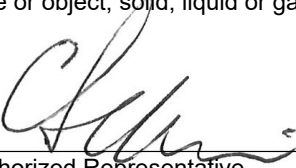
Issued To: Eastern Regional Service Board o/a Eastern Waste

In consideration of the premium charged, it is hereby understood and agreed that the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** made against the **Corporation** based upon, arising out of, or attributable to any **Communicable Disease**.

The term **Communicable Disease** as used in this endorsement means any disease caused by any substance or agent that occurs through any transmission of the substance or agent from an infected individual or via an animal, vector or the inanimate environment to a susceptible animal or human host where:

- (i) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- (ii) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms.

All other terms and conditions remain unchanged.



Authorized Representative



CYBER EXCLUSION FOR INSURED ENTITY

Endorsement No.: 7

Effective Date Of Endorsement: April 30, 2022

Policy No.: HDO1002111

Issued To: Eastern Regional Service Board o/a Eastern Waste

In consideration of the premium charged, it is hereby understood and agreed that the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** made against the **Corporation** based upon, arising out of, or attributable to a **Network Security Event** or **Privacy Event**.

It is further understood and agreed that for the purposes of this endorsement, the following definitions are added to the Policy:

Breach Notification Law means any federal, provincial, territorial, state or local statutory law, common law or civil law, rule, regulation, requirement or governmental guideline requiring, mandating or recommending, as best practice, notice to individuals where **Personally Identifiable Information** of such individuals has been accessed, or the **Corporation** reasonably believes **Personally Identifiable Information** of such individuals has been accessed, by an unauthorized person in an unauthorized manner, or the **Corporation** has otherwise failed to protect such information.

Corporation's Operating System means a computer and its hardware, software, network, application, terminal device, data storage devices, input and output device and back up facility by which **Electronic Data** is electronically collected, stored, transmitted and processed, that are operated and owned by, or licensed to, the **Corporation** or operated on behalf of the **Corporation** by a third party pursuant to a written contract.

Corporation's Website means a website that is operated and owned by, or licensed to, the **Corporation** or operated on behalf of the **Corporation** by a third party pursuant to a written contract.

Denial of Service Attack means any unauthorized attack directed at the **Corporation's Operating System** or the **Corporation's Website** that successfully corrupts, damages, destroys, deletes or impairs the **Corporation's Operating System** or the **Corporation's Website**.

Electronic Data means any data, including **Personally Identifiable Information** and confidential and proprietary marketing, financial and other information that exists on the **Corporation's Operating System**. **Electronic Data** does not include any funds, currency, securities or other financial, debt, credit, bond or equity instruments including bitcoin or any such similar digital currency.

Identity Fraud means the actual deceptive use of the **Personally Identifiable Information** of a natural person (living or dead) in connection with the perpetration of a fraud including, but not limited to, impersonating another and the creation of fraudulent credit accounts.

Malicious Code means any unauthorized computer virus, contaminant, worm, trojan horse, logic bomb or other similar application, program, software, code or script that successfully corrupts, damages, destroys, deletes or impairs the **Corporation's Operating System**.

Network Security Event means the failure of the **Security System** to properly protect the **Corporation's Operating System** or the **Corporation's Website**, where such failure directly results in:

- (i) an **Unauthorized Access** that directly results in:
 - (a) the inability of a third party, who is so authorized, to gain access to the **Corporation's Operating System**;
 - (b) the unauthorized taking, obtaining, use or disclosure of:
 - (A) **Personally Identifiable Information** from the **Corporations' Operating System**; or
 - (B) confidential and proprietary corporate information of a customer or client of the **Corporation** from the **Corporation's Operating System** where such corporate information is stored on the **Corporation's**

Operating System pursuant to a written contract or agreement between the **Corporation** and such customer or client; or

- (c) the corrupting, damaging, destroying, deleting or impairing from the **Corporation's Operating System**, of **Electronic Data** of a customer or client of the **Corporation** and that is in the care, custody or control of the **Corporation**;
- (ii) a **Denial of Service Attack** that directly results in the inability of a third party, who is so authorized, from gaining access to the **Corporation's Operating System** or the **Corporation's Website**; or
- (iii) the transmission of **Malicious Code** from the **Corporation's Operating System** to a third party's computer system.

Personal Health Information means medical or health care information concerning an individual including "personal health information" as defined in the Personal Information Protection and Electronic Documents Act, S.C. 2000, c.5 ("PIPEDA"), the Ontario Personal Health Information Protection Act, 2004, S.O. 2004, c.3, or similar federal, provincial, territorial, or foreign law.

Personally Identifiable Information means any piece of information which is not lawfully available to the general public and can potentially be used to uniquely identify an individual, including but not limited to information that could be used to facilitate **Identity Fraud**. This information may include, but is not limited to the following:

- (i) **Personal Health Information**;
- (ii) "personal information" as defined in PIPEDA;
- (ii) identification and contact information;
- (iii) government issued identification numbers, including social insurance, social security, driver's licence, or other federal, provincial, territorial or foreign identification number; or
- (iv) financial information, including credit, debit or other financial account numbers, their related security and access codes, passwords or pin numbers that provide access to the natural person's financial account information.

Privacy Event means:

- (i) the unauthorized taking, use, or the disclosure of:
 - (a) **Personally Identifiable Information** that is in the care, custody or control of the **Corporation** or a third party who has been delegated care, custody or control of such **Personally Identifiable Information** by the **Corporation** and for whose acts, errors or omissions the **Corporation** is legally liable; or
 - (b) any corporate information in any format provided by a customer or client of the **Corporation**:
 - (A) that is in the care, custody or control of the **Corporation**; or
 - (B) that is in the care, custody or control of a third party who has been delegated care, custody or control of such corporate information by the **Corporation** and for whose acts, errors or omissions the **Corporation** is legally liable,

provided such corporate information is specifically identified as confidential and protected under a written non-disclosure agreement or similar contract or agreement between the **Corporation** and such customer or client;
- (ii) the **Corporation's** failure to timely disclose an unauthorized taking, use or disclosure of **Personally Identifiable Information** that is in the care, custody or control of:
 - (a) the **Corporation**; or
 - (b) a third party who has been delegated care, custody or control of such **Personally Identifiable Information** by the **Corporation**, and for whose acts, error or omissions the **Corporation** is legally liable,


in violation of any **Breach Notification Law**; or
- (iii) a violation by the **Insured** of its **Privacy Policy**.

Privacy Policy means the **Corporation's** policies, practices and procedures, in written or electronic form, established with respect to the use, disclosure or protection of **Personally Identifiable Information**.

Security System means network, hardware and software devices, including antivirus and intrusion detection software, firewalls and electronic systems that control access by means of passwords or other similar identification methods and that are operated and installed on the **Corporation's Operating System** or the **Corporation's Website** to prevent an **Unauthorized Access**, the transmission of **Malicious Code** or a **Denial of Service Attack** to the **Corporation's Operating System** or the **Corporation's Website**.

Unauthorized Access means the use of or access to the **Corporation's Operating System** by a natural person unauthorized by the **Corporation** to do so or the authorized use of or access to the **Corporation's Operating System** by a natural person in a manner not authorized by the **Corporation**.

All other terms and conditions remain unchanged.



Authorized Representative



COMPLIANCE WITH APPLICABLE SANCTION LAWS ENDORSEMENT

Endorsement No.: 8


Effective Date Of Endorsement: April 30, 2022

Policy No.: HDO1002111

Issued To: Eastern Regional Service Board o/a Eastern Waste

In consideration of the premium charged, it is hereby understood and agreed that this insurance does not apply to the extent that trade or economic sanctions, or other similar laws or regulations, prohibit the coverage provided by this insurance, or prohibit the Insurer from providing the coverage.

All other terms and conditions remain unchanged.



Authorized Representative

EASTERN REGIONAL SERVICE BOARD

BRIEFING NOTE / REPORT

TITLE:	METALS COLLECTION, TRANSPORTATION AND RECYCLING SERVICES AT WASTE RECOVERY FACILITIES – Contract Extension
MEETING DATE:	2025-04-23
TO:	Board / Finance & Audit / Strategy & Policy / Governance
PREPARED BY:	Christie Dean, Director of Operations
REVIEWED BY:	Lynn Tucker, Chief Administrative Officer
APPROVED BY:	Lynn Tucker, Chief Administrative Officer

RECOMMENDED ACTION:

Staff recommends that the option for contract extension be exercised and that the Board issue a one-year extension for metals collection, transportation and recycling services at waste recovery facilities beginning July 1, 2025.

MOTION:

BE IT RESOLVED that the Board issue a one-year extension to the contract for metals collection, transportation and recycling services at waste recovery facilities to NEWCO Metals & Auto Recycling Ltd. beginning July 1, 2025 in the amount of \$56.50 per metric tonne.

BACKGROUND/DISCUSSION:

- The Board contracts the removal and recycling of metals at waste recovery facilities, and the current contract expires June 30, 2025.
- The contract provides for two possible one-year extensions; and to date, none of those possible extensions has been exercised.
- The current contract pays \$56.50 per metric tonne for metal recyclables.
- Former contracts ranged from \$156.00 per metric tonne (2014-2017): \$52.50 per metric tonne (2017-2022); \$56.50 per metric tonne since July 1, 2022.
- Over the past three years, the Board has received the following for metal recyclables: \$62,842 for 2022; \$63,624 for 2023; and, \$72,053 for 2024.

EASTERN REGIONAL SERVICE BOARD

BRIEFING NOTE / REPORT

TITLE:	Household Hazardous Waste (HHW) Collection, Transportation and Disposal Services Contract Award
MEETING DATE:	2025-04-23
TO:	Board / Finance & Audit / Strategy & Policy / Governance
PREPARED BY:	Christie Dean, Director Operations
REVIEWED BY:	Lynn Tucker, Chief Administrative Officer
APPROVED BY:	Lynn Tucker, Chief Administrative Officer

RECOMMENDED ACTION:

Staff recommends the award of Household Hazardous Waste (HHW) Collection, Transportation and Disposal Services contract to GFL Environmental Services Inc. for the value of \$31,800.00 (plus HST) for eight (8) HHW events in 2025.

MOTION:

BE IT RESOLVED that the Board award the 2025 Household Hazardous Waste (HHW) Collection, Transportation and Disposal Services contract to GFL Environmental Services Inc. in the amount of \$31,800.00 (plus HST) for eight events.

FINANCIAL CONSIDERATIONS:

- One bid was received for the RFP from GFL Environmental Services Inc. in the amount of \$31,800.00 (plus HST). The contract includes pricing for eight events.
- If any further events are required, the price per event will be \$3,975.00 (plus HST).
- In 2024 the contract was awarded to GFL Environmental Services Inc. in the amount of \$33,950 (plus HST) for 10 events.
- The price per event for additional events in 2024 was \$3,395.00 (plus HST).

BACKGROUND/DISCUSSION:

- The request for proposals (RFP) process for eight (8) Household Hazardous Waste (HHW) collection events to be held in the Eastern region closed on April 7, 2025.
- The HHW events will be held in the spring and fall of 2025.
- Background on community selection was provided during the Board's March meeting.

ATTACHMENTS:

- Bid Form

Eastern Regional Service Board

Closing Date and Time: Monday, May 13, 2025 - 9:00am
Request for Proposals

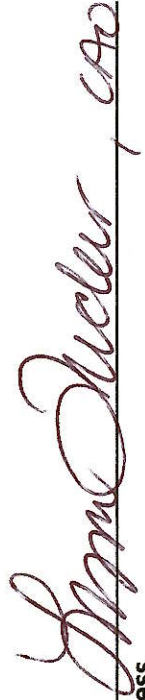
For

Household Hazardous Waste: Collection, Transportation and Disposal Services

Company	Base Bid	HST	Tender Total
GFL Environmental Services Inc.	31800.00	4770.00 4770.00	36570.00



Christie Dean
Director of Operations


Witness

RFP Points Rating = 120
(For 8 Events)

LYNN TUCKER

A Commissioner for Oaths in and for
the Province of Newfoundland and Labrador.
My commission expires on December 31, 2028.

EASTERN REGIONAL SERVICE BOARD

BRIEFING NOTE / REPORT

TITLE:	Conception Bay Center and Four (4) Communities in Southwest Avalon Area Oversize Items/Bulk Collection Contract 2025
MEETING DATE:	2024-04-23
TO:	Board / Finance & Audit / Strategy & Policy / Governance
PREPARED BY:	Christie Dean, Director Operations
REVIEWED BY:	Lynn Tucker, Chief Administrative Officer
APPROVED BY:	Lynn Tucker, Chief Administrative Officer

RECOMMENDED ACTION:

Staff recommends award of a contract for oversize items (formerly bulk waste) collection for the Conception Bay Center area and four communities (Towns of St. Mary's; Riverhead; Gaskiers-Point la Haye; and St. Vincent's-St. Stephen's-Peter's River) in the Southwest Avalon area to Dynamic Waste Management Ltd. in the amount of \$72,500.00 (plus HST).

MOTION:

BE IT RESOLVED that the Board award the contract for Conception Bay Center and Four Communities in the Southwest Avalon area for Oversize Items Collection to Dynamic Waste Management Ltd. in the amount of \$72,500.00 (plus HST).

FINANCIAL CONSIDERATIONS:

- Two (2) companies picked up the Request for Proposals (RFP) documents for oversize items (formerly bulk waste) collection in these areas to occur in September and/or October 2025.
- One bid package was received.
- The price equates to \$22.94 per property plus HST.
- Conception Bay Center:
 - The 2024 to 2027 weekly waste/bi-weekly recycling collection contract for Conception Bay Center is \$941,678.26 plus HST for 2,461 properties. This equates to \$127.55 per property plus HST (\$146.68 HST incl).
 - The 2025 annual unit contracted costs for weekly waste/bi-weekly recycling and oversize items collection (\$22.94/property) will be \$150.49 plus HST (\$173.06 HST incl).

- In 2024 there were 308 appointments made for oversized items collection.
- In 2025 there will be 420 appointments available.
- Southwest Avalon (Four Communities):
 - The 2025 weekly waste/bi-weekly recycling collection contract for the four communities (700 properties) is \$111,792.000 plus HST. This is \$159.70 per property plus HST (\$183.66 HST incl).
 - The 2025 annual unit contracted costs for weekly waste/bi-weekly recycling and oversize items collection (\$22.94/property) will be \$182.64 per property plus HST (\$210.04 HST incl).
 - In 2025 there will be 175 appointments available for these four communities.

BACKGROUND/DISCUSSION:

- To improve the oversized items/bulk waste collections experience, bulk waste was removed from the Board's waste collection contracts for Conception Bay Center and tendered separately.
- Staff made several changes to last year's RFP when developing the 2025 RFP document in hopes that it would result in pricing that is acceptable while still providing a good service for residents.
- Other communities in the Southwest Avalon area have oversized items collection in their current waste contract that is in effect from June 1, 2023 to May 31, 2026.
- The four (4) communities (Towns of St. Mary's; Riverhead; Gaskiers-Point la Haye; and, St. Vincent's-St. Stephen's-Peter's River) in the Southwest Avalon area that are included in this RFP began regional waste collection on January 1, 2025; and therefore, oversized items collection was not part of the waste collection contract.

ATTACHMENT(S):

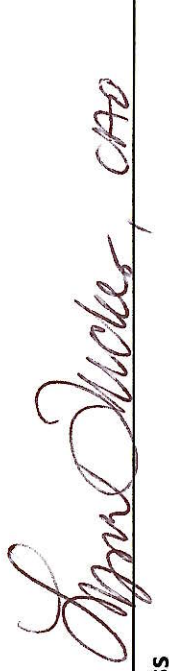
- Bid form

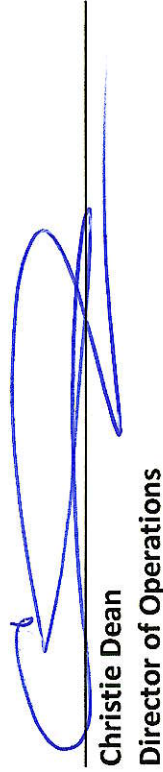
Eastern Regional Service Board

Closing Date and Time: Monday, April 2, 2025 – 2:30 pm

Request for Proposals Oversize Item Collection Conception Bay Center and Four Communities in Southwest Avalon

Company	Base Bid	HST	Tender Total
Dynamic Waste Management Ltd.	72,500. ⁰⁰	10,875. ⁰⁰	83,375. ⁰⁰


Witness


Christie Dean
Director of Operations

RFP Rating (Points) = 125
(17 days work)

LYNN TUCKER
A Commissioner for Oaths in and for
the Province of Newfoundland and Labrador.
My commission expires on December 31, 2028.

EASTERN REGIONAL SERVICE BOARD

BRIEFING NOTE / REPORT

TITLE:	Purchase of Two (2) Tractors for Clarenville Transfer Station
MEETING DATE:	2025-04-23
TO:	Board / Finance & Audit / Strategy & Policy / Governance
PREPARED BY:	Christie Dean, Director of Operations
REVIEWED BY:	Lynn Tucker, Chief Administrative Officer
APPROVED BY:	Lynn Tucker, Chief Administrative Officer

RECOMMENDED ACTION:

Staff recommends the purchase of two (2) 2025/2026 Freightliner tractors for a total of \$628,358.50 + HST for use at the Clarenville Transfer Station (CTS). This price includes 25% for U.S. tariffs. Nexgen's price includes an estimated 25% for tariffs.

MOTIONS:

BE IT RESOLVED that the Board purchase two (2) 2025/2026 Freightliner tractors from Nexgen Municipal Inc. for a total of \$628,358.50 + HST for use at the Clarenville Transfer Station.

BACKGROUND/DISCUSSION:

As identified in the Board's five (5) year plan, the Clarenville Transfer Station (CTS) fleet is aging, and new equipment is required to ensure efficient reliable service from the facility for residents and commercial users in the area.

Tractors:

- The recommended tractors will replace the original 2015 tractors that are used to transport waste from CTS to the regional landfill at Robin Hood Bay.
- The 2015 tractors are unreliable and break down an average of once a week.
- One of the 2015 tractors would be used for parts while the other would replace the original 2010 shunt truck that is no longer roadworthy.
- The 2010 shunt truck will be sold.
- The recommended Nexgen, 2025/2026 Freightliner Cascadia, highway tractor is the only RFP submission received and will meet ERSB needs and specifications.
- The cost of one (1) unit is \$314,179.25 + HST and for two (2) units the cost is \$628,358.50 + HST.
- Nexgen's pricing includes an estimated 25% for tariffs.

- Staff assessed the feasibility of electric vehicles for this use; however, due to the number of loads, travel distances, and cold weather impact on batteries, it was determined that they would not meet the Board's requirements

Other Considerations:

- Three (3) companies picked up the RFP package.
- Only one (1) bid was received.
- Staff reached out to the non-bidding companies, and one responded that it's not a good time for them to submit a bid as they have availability concerns.
- Committee members may recall that staff tabled quotes at the January committee meeting from Nexgen for 2025 Freightliner tractors.
- The quotes received at that time were approximately \$65,000 less per unit than the attached bid.
- The Board was told in January that the prices for these tractors would go up as the year progressed due to economic uncertainties in today's marketplace as well as timing as these tractors are more affordable in January when there's a big supply; however, they go up in price as availability goes down.
- Does the Board want to proceed with the purchase of these Freightliners as they are built in the United States?

Attachments

- Bid form

Eastern Regional Service Board

Closing Date and Time: Monday, April 2, 2025 - 2:30 pm

Request for Proposals

For

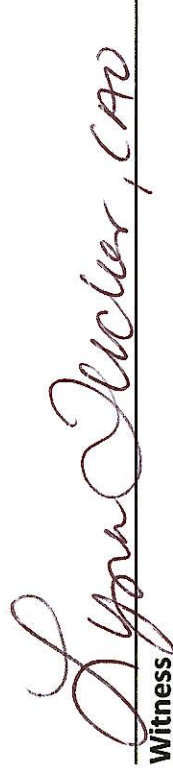
Two (2) New Highway Tractors

(each)

Company	Base Bid	HST	Tender Total
Nexgen Municipal Inc.	314179.25	47126.89	361306.14



Christie Dean
Director of Operations


Witness

RFP Points Rating = 122

LYNN TUCKER
A Commissioner for Oaths in and for
the Province of Newfoundland and Labrador.
My commission expires on December 31, 2028.

EASTERN REGIONAL SERVICE BOARD

BRIEFING NOTE / REPORT

TITLE:	Purchase of three (3) walking-floor trailers for Clarenville Transfer Station
MEETING DATE:	2025-04-23
TO:	Board / Finance & Audit / Strategy & Policy / Governance
PREPARED BY:	Christie Dean, Director of Operations
REVIEWED BY:	Lynn Tucker, Chief Administrative Officer
APPROVED BY:	Lynn Tucker, Chief Administrative Officer

RECOMMENDED ACTION:

Staff recommends the purchase of three (3) walking-floor trailers for \$856,440.00 + HST from Nexgen Municipal Inc. for use at the Clarenville Transfer Station. Nexgen's pricing includes an estimated 25% for tariffs.

MOTIONS:

BE IT RESOLVED that the Board purchase three (3) walking-floor trailers for \$856,440.00 + HST from Nexgen Municipal Inc. for use at the Clarenville Transfer Station.

BACKGROUND/DISCUSSION:

- As identified in the Board's five (5) year plan, the Clarenville Transfer Station (CTS) fleet is aging, and new equipment is required to ensure efficient reliable service from the facility to residents and commercial users in the area.
- The Board issued an RFP and received three bids from two vendors.

Trailers:

- The recommended trailers will replace the three (3) 2015 trailers. These three (3) 2015 trailers are near the end of their lifespan.
- The 2015 trailers will be used to transport recycling streams from CTS to the MERF at Robin Hood Bay.
- Using the 2015 trailers to transport recycling will extend the useable life of these trailers from the predicted 1.5 years to 4 years. Recyclables are dry and weigh less than regular garbage; therefore, less trips will be necessary to move recyclables to RHB.
- Currently the Board is using its 14-foot open trailers purchased for internal collections to address blue bag materials at CTS.

- The Labourer from Whitbourne is moving these trailers from CTS to the MERF at Robin Hood Bay. This is a task that can be managed in winter when his workload is less but is not sustainable for spring, summer and fall when there are many tasks for him. For instance, it takes two (2) days to move the recyclables.
- Prior to implementing clear bags, recyclables were stored on the floor of the transfer station. It was not designed for this and resulted in a lack of operational space, limited equipment options and vermin.
- The cost of one (1) trailer is \$285,480 CAD + HST and the total for three (3) is \$856,440 + HST.
- Nexgen has provided prices including 25% estimated tariffs.

Other Considerations:

- Staff identified a Canadian business (De Loup, Quebec) who has indicated that they were able to meet the specifications of the walking-floor trailers. However, they have not built these trailers before, and their submission did not include side support channels in the rear compaction zone as requested in the RFP. Their reason was they feel their curved-wall design prevents the requirement. They have not met specifications.
- Staff does not agree with their suggestion and strongly feel that without the side support channels, the walls or roof of the trailers would be compromised especially with the Komar pressure of 60 MT. This is the pressure from the ram compacting waste. This option cannot be recommended.
- Nexgen Municipal Inc. supplied two (2) submissions.
 - One submission was for the specs as outlined in the RFP document that recommended 48 feet trailers. However, the pricing for these non-standard size trailers is much more expensive.
 - Nexgen's second quote was for 53 feet trailers. These standard size trailers have four metric tonnes less payload than the 48 feet trailers. The difference in payload equates to 4 MT per load (approximately 6 loads per year). Because of these extra trips, the anticipated additional costs over the life span of each trailer would be \$28,000.
 - The price difference per trailer between 48 feet and 53 feet is \$56,580 each.
- Staff recommends the purchase of the 53 feet trailers.

Attachments

- Bid form

Eastern Regional Service Board

Closing Date and Time: Monday, April 7, 2025 – 10:30pm

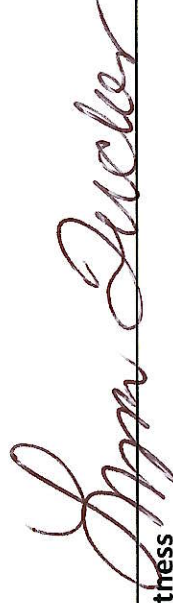
Request for Proposals

Three (3) Mew Walking Floor Trailer

(Each)

Company	Base Bid	HST	Tender Total
1. Nexgen Municipal Inc. (#1)	419,672. ⁰⁰	62,950. ⁸⁰	482,622.80
2. Nexgen Municipal Inc. (#2)	285,480. ⁰⁰	42,822. ⁰⁰	328,302. ⁰⁰
3. Nova Truck Centres Ltd.	228,900. ⁰⁰	34,335. ⁰⁰	263,235. ⁰⁰


Christie Dean
Director of Operations


Lynn Tucker
Witness

RFP Point Ratings

1. Nexgen = 48 ft. trailers
2. Nexgen = 53 ft. trailers
3. Nova = 48 ft. trailers

LYNN TUCKER

A Commissioner for Oaths in and for
the Province of Newfoundland and Labrador.
My commission expires on December 31, 2028.

1. Nexgen = 107
2. Nexgen = 110
3. Nova = 104