



## **VILLAGE BOARD AGENDA**

**Monday, March 9, 2026 at 5:00pm**  
**Rick J. Hermus Council Chambers**  
**515 W. Kimberly Ave.**  
**Kimberly, WI 54136**

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- 1. Call to Order**
- 2. Roll Call**
- 3. Moment of Silent Reflection, Pledge of Allegiance**
- 4. President's Remarks**
- 5. Approval of Meeting Minutes from March 02, 2026**
- 6. Presentation and Approval of 2025 Annual Municipal Separate Storm Sewer System (MS4) Permit**
- 7. Unfinished Business for Consideration or Action**
  - a. None
- 8. New Business for Consideration or Action**
  - a. Resolution No. 2, Series of 2026 Designating Carryover Funds for the 2026 Budget
  - b. Award Contract for Classification and Compensation Study
  - c. Special Event Permit Application- 4<sup>th</sup> Annual Pups 'n' Peeps Event on March 28, 2026 @ Sunset Park
  - d. Special Event Permit Application- Sporty Alsman Memorial Tournament on May 15-17, 2026 @ Sunset Park
  - e. Special Event Permit Application- Grafmeier Memorial Tournament on June 5-7, 2026 @ Sunset Park
  - f. Special Event Permit Application- Fox Cities Marathon on September 20, 2026
  - g. Special Event Permit Application- Craft Fair on October 3, 2026 @ Treaty Park
- 9. Public Participation**
- 10. Adjournment**

**Village Board Meeting- Virtual Attendance Info**

March 9, 2026 at 5:00pm

Please join my meeting from your computer, tablet or smartphone.

<https://meet.goto.com/221089861>

You can also dial in using your phone.

Access Code: 221-089-861

United States (Toll Free): 1 877 309 2073

Any person wishing to attend the meeting who because of their disability is unable to attend, is requested to contact the ADA Coordinator at 920-788-7500 at least 48 hours prior to the meeting so that reasonable accommodation may be made.

**VILLAGE OF KIMBERLY  
BOARD MEETING MINUTES  
03/02/2026**

A meeting of the Kimberly Village Board was called to order on Monday, March 2, 2026 at 5:00pm in the Rick J. Hermus Council Chambers, 515 W. Kimberly Ave by President Chuck Kuen.

Board Present: President Chuck Kuen, Trustees Tom Gaffney, Dave Hietpas Norb Karner, Lee Hammen, and Marcia Trentlage  
Board Excused: Trustee Mike Hruzek  
Staff Present: Clerk-Treasurer Jennifer Weyenberg, Administrator/Director of Public Works Danielle Block, and Deputy Director of Public Works Anna Huber  
Others Present: Judy Hebbe of the Times Villager and Engineer Brad Werner of McMahon

**President's Remarks**

President Kuen stated while there is closed session listed on the agenda as item #9, it is not necessary. It was scheduled just in case something had changed from the special meeting that was held on February 27<sup>th</sup> and nothing had changed, so no closed session will take place.

**Approval of Minutes from the 02-23-2026 meeting and 02-27-26 special meeting**

Trustee Hammen moved, Trustee Trentlage seconded the motion to approve. Motion carried by unanimous vote of the board.

**Unfinished Business**

None

**New Business**

**Award Bid for Purchase of a ½ ton pickup truck**

Trustee Trentlage moved, Trustee Karner seconded the motion to approve the purchase of a 2025 ½ ton pickup truck in the amount of \$39,438.00 from Gustman Chevrolet funded by the Street Equipment Trust Fund. Motion carried by a roll call vote of the board, 6-0.

**Award Bid for Purchase of a 1-ton pickup truck with additional bid on Snow Equipment**

Trustee Karner moved, Trustee Hammen seconded the motion to award the truck purchase to Gustman Chevrolet in the amount of \$49,821.00 as well as award the snow equipment contract to Monroe Truck in the amount of \$75,117.00. The total of \$124,938 will be funded by the Street Equipment Trust Fund. Motion carried by a roll call vote of the board, 6-0.

**Updates to Infrastructure Standards and Special Assessment Policy**

Trustee Trentlage moved, Trustee Hammen seconded the motion to approve the updates to the Infrastructure Standards and Special Assessment Policy. These updates ensure that the mini-storm/storm/sanitary connections are made within the project and eliminate the need to enforce non-compliance after the project is complete. Motion carried by unanimous vote of the board.

**Public Participation**

Administrator Block noted that overnight parking restrictions have been lifted effectively immediately.

**Adjournment**

Trustee Karner moved, Trustee Trentlage seconded the motion to adjourn. Motion carried by unanimous vote of the board at 5:06pm.

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Jennifer Weyenberg  
Village Clerk-Treasurer

Dated 03/03/26  
Drafted by: ELZ  
Approved by Village Board:\_\_\_\_\_



# Municipal Stormwater Permit

2025 Annual Report Summary to Wisconsin DNR

Danielle Block, PE  
Village of Kimberly – Administrator/Director of Public Works  
3/9/2026



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## Federal Clean Water Act



- US Environmental Protection Agency requires each state to identify water bodies that are not 'fishable or swimmable'
- Each state also needs to identify the pollutants causing the water body impairment




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## Pollutants Causing Impairment




**Sediment**

**Phosphorus**




3

## Total Maximum Daily Load (TMDL)



- Lower Fox River Basin TMDL for phosphorus and sediment pollutants was approved by US Environmental Protection Agency on May 18, 2012




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## Municipal Stormwater Permit

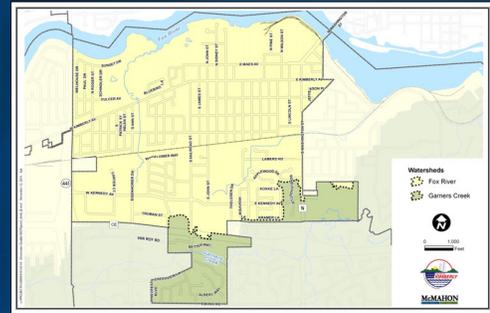
- Village received its initial Municipal Stormwater Permit from Wisconsin DNR in late 2006
- Wisconsin DNR renewed the Village's Municipal Stormwater Permit in 2019
- TMDL phosphorus and sediment allocations implemented thru Municipal Stormwater Permit



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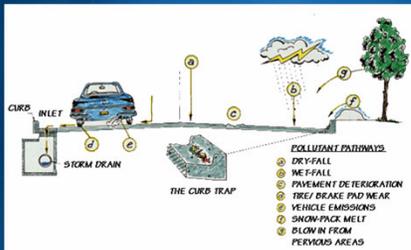


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## Stormwater Pollutant Pathways



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## Permit Requirements

- Public Education
- Public Involvement
- Illicit Discharge Detection & Elimination
- Construction Site Pollutant Control
- Post-Construction Stormwater Management
- Municipal Pollution Prevention
- Stormwater Quality Management



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## Public Education

Required: 6 Topics, 4 Delivery Mechanisms (Two Active)

Measurable Goals	2024	2025
1. Passive: Village Website (# hits)	100+	100+
2. Passive: Brochures (# distributed / taken)	25	50
3. Passive: Newsletter (# distributed each issue)	4	4
4. Passive: Posters or Signs (# of posters / signs)	0	2
5. Passive: Radio or TV (# of ads)	0	0
6. Passive: Social Media (# of posts)	4	50+
7. Active: School Presentations / Exhibiting (# events, # attendees)	1	1
8. Active: Training Events (# events)	1	2
9. Active: Village Meetings / Bus Tours (# events)	1	1
10. Active: Volunteer Events (# events)	3	3

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## Public Involvement

Measurable Goals	2024	2025
1. Public/Landowner Meetings (# meetings when stormwater was discussed).	4	10
2. Public Meetings (# meetings when stormwater ordinance was discussed).	2	2
3. Public Meetings (# attendees for MS4 Annual Report presentation).	10	12
4. Volunteer Events (# participants).	25	25

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## Illicit Discharges

Measurable Goals	2024	2025
1. Number of total MS4 outfalls.	34	34
2. Number of MS4 outfalls evaluated during routine ongoing field screening.	17	13
3. From routine field screening, number of confirmed illicit discharges.	0	0
4. Number of illicit discharge complaints received.	0	0
5. From complaints received, number of confirmed illicit discharges.	0	0
6. Number of identified illicit discharges eliminated during reporting year.	0	0
7. Number of verbal Warning Notices issued.	0	0
8. Number of written Warning Notices issued.	0	0
9. Number of Notices of Violation issued.	0	0
10. Number of Civil Penalties / Citations issued.	0	0

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## Construction Sites

Measurable Goals	2024	2025
1. Number of total active construction sites (> 1 acre) during reporting year.	2	3
2. Number of construction sites (> 1 acre) issued a permit.	2	1
3. Number of construction site inspections performed by Village rep.	2	35
4. Number of sites with no enforcement authority.	0	0
5. Number of verbal Warning Notices issued.	1	2
6. Number of written Warning Notices issued.	0	0
7. Number of Notices of Violation issued.	0	0
8. Number of Stop Work Orders issued.	0	0
9. Number of Civil Penalties / Citations issued.	0	0
10. Number of Forfeitures of Deposit (cash escrow, bond, letter of credit, etc.).	0	0

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## Post-Construction Sites

Measurable Goals	2024	2025
1. Number of sites that received approval for a new structural stormwater facility.	1	1
2. Number of privately owned stormwater facilities inspected.	<5	<5
3. Number of sites with no enforcement authority.	0	0
4. Number of verbal Warning Notices issued.	0	0
5. Number of written Warning Notices issued.	0	0
6. Number of Notices of Violation issued.	0	0
7. Number of Civil Penalties / Citations issued.	0	0
8. Number of Forfeitures of Deposit (cash escrow, bond, letter of credit, etc.).	0	0
9. Number of sites with completed stormwater facility maintenance.	1	1
10. Number of sites that Village performed maintenance & billed landowner.	0	0

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## Pollution Prevention

Measurable Goals	2024	2025
1. Number of Village operated structural stormwater facilities.	7	8
2. Number of new Village operated stormwater facilities installed.	0	1
3. Number of Village operated stormwater facilities inspected.	7	12
4. Of Village facilities inspected, number requiring maintenance.	1	1
5. Number of Village properties required to have a SWPPP.	1	1
6. Number of inspections of Village properties with a SWPPP.	12	12
7. Frequency of street sweeping completed (March 29 to November 25).	Min 1x/month	Min 1x/month
8. Tons of street sweeping waste collected.	136	47
9. Number of catch basin sumps cleaned (March 29 to November 25).	100	50
10. Tons of catch basin waste collected.	2	1

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## Pollution Prevention

Measurable Goals	2024	2025
11. If collection is offered, frequency of curbside leaf collection.	1x/week	1x/week
12. Number of lane-miles for snow and ice control.	71	71
13. Tons of salt applied (October to March).	208	118
14. Tons of sand applied (October to March).	0	0
15. Tons of salt / sand mix applied (October to March).	0	0
16. Gallons of brine applied (October to March).	8,245	4,000
17. Gallons of chem-melt applied (October to March).	0	0
18. Gallons of beet juice applied (October to March).	0	0
19. Gallons of pre-wetting compound applied (October to March).	0	0
20. Number of Village employees trained during reporting year.	15	15

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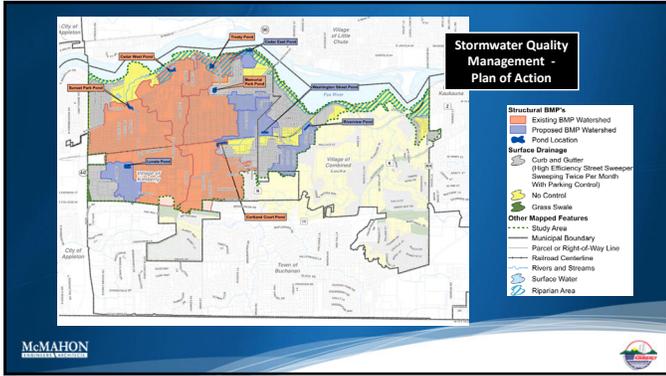
## Best Management Practices



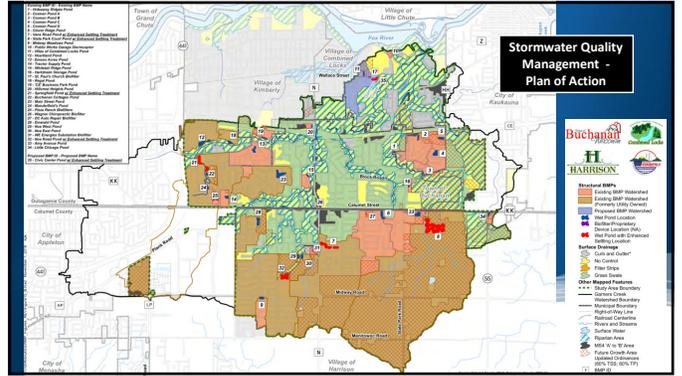
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## Village of Kimberly REQUEST FOR BOARD CONSIDERATION

**ITEM DESCRIPTION:** Approve the 2025 Annual Municipal Separate Storm Sewer System (MS4) Permit Report

**REPORT PREPARED BY:** Danielle Block, Administrator/DPW & Anna Huber, Deputy DPW

**REPORT DATE:** March 9, 2026

**ADMINISTRATOR'S REVIEW / COMMENTS:**

No additional comments to this report \_\_\_\_\_

See additional comments attached \_\_\_\_\_

**EXPLANATION:**

This annual report is generated annually in compliance with the State MS4 Permitting requirements and is due by March 31 each year. The report provides insight on the activities and actions under taken by the Village, its consulting engineers, and the Northeast Wisconsin Storm Water Consortium (NEWSC) in their efforts to meet the MS4 Permitting requirements.

A DNR requirement of the report is the Governing Body approve the report. Presentation of the annual report provides an opportunity for Village Board and public discussion.

Highlights and Measures providing insight and efforts undertaken during the past year, and included with this Annual Report may be more readily identified in the Village of Kimberly MS4 Annual Summary Report Attachments 1 – 6 found toward the end of the report. Notable efforts undertaken and measures achieved in the past year for the following Performance Categories are provided as follows:

1. Public Education and Outreach.
  - ✓ Continued distributing Erosion Control and Pool Water Disposal educational materials to permit applicants, and Pet Clean Up materials to those obtaining Dog Licenses.
  - ✓ Continued displaying various educational flyers in the Village Office reception areas.
2. Public Involvement and Participation.
  - ✓ Continued involvement in the Northeast Wisconsin Storm Water Consortium (NEWSC).
3. Illicit Discharge Detection and Elimination.
  - ✓ The 2025 Storm Outfall Screening Report is available for review.
4. Construction Site Pollutant Control.
  - ✓ Consulted with owners and contractors in the performance of construction site erosion control inspections.
  - ✓ Plans to improve the program in the future.

5. Post-Construction Storm Water Management.

- ✓Village Crews inspect and maintain the Storm Water Ponds at least twice a year.
- ✓Trapping efforts will be maintained.

6. Pollution Prevention.

- ✓Street Sweeping removed debris from Village roads.
- ✓Curbside Leaf Collection completed around the Village.
- ✓Curb-side Yard Waste Collection and the Yard Waste Drop-Off Site removed 723 Tons of yard waste.
- ✓Free Tire Collection removed tires.
- ✓Scrap metal was collected at the drop off location and curbside.
- ✓The 2025 Snow & Ice Control Season used 188 tons of salt and 4,000 gallons of brine.

**RECOMMENDED ACTION:** Staff requests Village Board approval of the 2025 MS4 Annual Report.

# Submittal of Annual Reports and Other Compliance Documents for Municipal Separate Storm Sewer System (MS4) Permits

NOTE: Missing or incomplete fields are highlighted at the bottom of each page. You may save, close and return to your draft permit as often as necessary to complete your application. After 120 days your draft is **deleted**.

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Form 3400-224(R8/2021)

## Reporting Information :

Will you be completing the Annual Report or other submittal type?  Annual Report  Other

**Project Name:** 2025 Annual Report

**County:** Outagamie

**Municipality:** Kimberly, Village

**Permit Number:** S050075

**Facility Number:** 31107

**Reporting Year:** 2025

Is this submittal also satisfying an Urban Nonpoint Source Grant funded deliverable?  Yes  No

## Required Attachments and Supplemental Information

Please complete the contents of each tab to submit your MS4 permit compliance document. The information included in this checklist is necessary for a complete submittal. A complete and detailed submittal will help us review about your MS4 permit document. To help us make a decision in the shortest amount of time possible, the following information must be submitted:

### Annual Report

- Review related web site and instructions for [Municipal storm water permit eReporting](#) [Exit Form]
- Complete all required fields on the annual report form and upload required attachments
- Attach the following other supporting documents as appropriate using the attachments tab above
  - Public Education and Outreach Annual Report Summary
  - Public Involvement and Participation Annual Report Summary
  - Illicit Discharge Detection and Elimination Annual Report Summary
  - Construction Site Pollution Control Annual Report Summary
  - Post-Construction Storm Water Management Annual Report Summary
  - Pollution Prevention Annual Report Summary
    - Leaf and Yard Waste Management
    - Municipal Facility (BMP) Inspection Report
    - Municipal Property SWPPP
    - Municipally Property Inspection Report
    - Winter Road Maintenance
  - Storm Sewer Map Annual Report Attachment
  - Storm Water Quality Management Annual Report Attachment

- TMDL Attachment
  - Storm Water Consortium/Group Report
  - Municipal Cooperation Attachment
  - Other Annual Report Attachment
- Attach the following permit compliance documents as appropriate using the attachments tab above
- Storm Water Management Program
    - Public Education and Outreach Program
    - Public Involvement and Participation Program
    - Illicit Discharge Detection and Elimination Program
    - Construction Site Pollutant Control Program
    - Post-Construction Storm Water Management Program
    - Pollution Prevention Program
      - Municipal Storm Water Management Facility (BMP) Inventory
      - Municipal Storm Water Management Facility (BMP) Inspection and Maintenance Plan
  - Total Maximum Daily Load documents *(\*If applicable, see permit for due dates.)*
    - TMDL Mapping\*
    - TMDL Modeling\*
    - TMDL Implementation Plan\*
    - Fecal Coliform Screening Parameter \*
    - Fecal Coliform Inventory and Map *(S050075-03 general permittees Appendix B B.5.2 – document due to the department by March 31, 2022)*
    - Fecal Coliform Source Elimination Plan *(S050075-03 general permittees Appendix B - document due to the department by October 31, 2023)*
- Sign and Submit form

**Municipal Contact Information- Complete**

**Notice:** Pursuant to s. NR 216.07(8), Wis. Adm. Code, an owner or operator of a Municipal Separate Storm Sewer System (MS4) is required to submit an annual report to the Department of Natural Resources (Department) by March 31 of each year to report on activities for the previous calendar year ("reporting year"). This form is being provided by the Department for the user's convenience for reporting on activities undertaken in each reporting year of the permit term. Personal information collected will be used for administrative purposes and may be provided to the extent required by Wisconsin's Open Records Law [ss. 19.31-19.39, Wis. Stats.].

**Note:** Compliance items must be submitted using the Attachments tab.

**Municipality Information**

**Name of Municipality:** Kimberly, Village

**Facility ID # or (FIN):** 31107

**Updated Information:**  Check to update mailing address information

**Mailing Address:** 515 W. Kimberly Avenue

**Mailing Address 2:**

**City:** Kimberly, Village

**State:** WI

**Zip Code:** 54136 xxxxx or xxxxx-xxxx

**Primary Municipal Contact Person (Authorized Representative for MS4 Permit)**

The "Authorized Representative" or "Authorized Municipal Contact" includes the municipal official that was charged with compliance and oversight of the permit conditions, and has signature authority for submitting permit documents to the Department (i.e., Mayor, Municipal Administrator, Director of Public Works, City Engineer).

Select to **create new** primary contact

**First Name:** Danielle

**Last Name:** Block

Select to **update** current contact information

**Title:** Administrator/DPW

**Mailing Address:** 515 W Kimberly Ave

**Mailing Address 2:**

**City:** Kimberly

**State:** WI

**Zip Code:** 54136 xxxxx or xxxxx-xxxx

**Phone Number:** 920-788-7500 Ext: xxx-xxx-xxxx

**Email:** dblock@vokimberlywi.gov

**Additional Contacts Information (Optional)**

I&E Program

Individual with responsibility for:  
(Check all that apply)

- IDDE Program
- IDDE Response Procedure Manual
- Municipal-wide Water Quality Plan
- Ordinances
- Pollution Prevention Program
- Post-Construction Program
- Winter roadway maintenance

First Name:

Last Name:

Title:

Mailing Address:

Mailing Address 2:

City:

State:

Zip Code:

 xxxxx or xxxxx-xxxx

Phone Number:

 Ext:  xxx-xxx-xxxx

Email:

### Municipal Billing Contact Person (Authorized Representative for MS4 Permit)

Select to **create new** Billing contact

First Name: Danielle

Last Name: Block

Select to **update** current contact information

Title: Administrator/DPW

Mailing Address: 515 W Kimberly Ave

Mailing Address 2:

City: Kimberly

State: WI

Zip Code: 54136

 xxxxx or xxxxx-xxxx

Phone Number: 920-788-7500

 Ext:  xxx-xxx-xxxx

Email: dblock@vokimberlywi.gov

1. Does the municipality rely on another entity to satisfy some of the permit requirements?

Yes  No

Public Education and Outreach \_\_\_\_\_

Public Involvement and Participation \_\_\_\_\_

Illicit Discharge Detection and Elimination McMahan \_\_\_\_\_

- Construction Site Pollutant Control \_\_\_\_\_
- Post-Construction Storm Water Management McMahon \_\_\_\_\_
- Pollution Prevention
  - Storm Water Management Facility Inspections: McMahon \_\_\_\_\_
  - Public Works Yards and Other Municipally Owned Properties: \_\_\_\_\_
  - Street Sweeping/Cleaning Program: \_\_\_\_\_
  - Catch Basin Sump Cleaning Program: \_\_\_\_\_
  - Leaf Collection Program: \_\_\_\_\_
  - Winter Road Management: \_\_\_\_\_
  - Internal Staff Education & Communication: \_\_\_\_\_
  - Storm Sewer System Map: McMahon \_\_\_\_\_

2. Has there been any changes to the municipality's participation in group efforts towards permit compliances (i.e., the municipality has added or dropped consortium membership)?

- Yes
- No

**Missing Information**

Do not close your work until you SAVE.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7.

Form 3400-224 (R8/2021)

## Minimum Control Measures- Section 1 : Complete

### 1. Public Education and Outreach

- a. Does MS4 conduct any educational efforts or events independently (not with a group)  Yes  No
- b. How many total educational events were held during the reporting year:
- c. Were any of the public education and outreach delivery mechanisms conducted during the reporting year active or interactive?  Yes  No
- d. Please select all storm water topics, target audiences, and delivery mechanisms used in the reporting year

Public Education and Outreach Delivery Mechanisms (Active and Passive)	
Active/Interactive Mechanisms	Passive Mechanisms
<input checked="" type="checkbox"/> Education activities (school presentations, summer camps) <input checked="" type="checkbox"/> Information booth at event <input type="checkbox"/> Targeted group training (contractors, consultants, etc.) <input checked="" type="checkbox"/> Government event (public hearing, council meeting) <input checked="" type="checkbox"/> Workshops <input checked="" type="checkbox"/> Tours <input type="checkbox"/> Other: <input type="text"/>	<input checked="" type="checkbox"/> Passive print media (brochures at front desk, posters, etc.) <input checked="" type="checkbox"/> Distribution of print media (mailings, newsletters, etc.) via mail or email. <input type="checkbox"/> Media offerings (radio and TV ads, press release, etc.) <input checked="" type="checkbox"/> Social media posts <input checked="" type="checkbox"/> Signage <input checked="" type="checkbox"/> Website <input type="checkbox"/> Other: <input type="text"/>

Topics Covered	Target Audience
<input checked="" type="checkbox"/> Illicit discharge detection and elimination <input checked="" type="checkbox"/> Household hazardous waste disposal/pet waste management/vehicle washing <input checked="" type="checkbox"/> Yard waste management/pesticide and fertilizer application <input type="checkbox"/> Stream and shoreline management <input checked="" type="checkbox"/> Residential infiltration <input checked="" type="checkbox"/> Construction sites and post-construction storm water management <input checked="" type="checkbox"/> Pollution prevention <input type="checkbox"/> Green infrastructure/low impact development <input type="checkbox"/> Other: <input type="text"/>	<input checked="" type="checkbox"/> General Public <input checked="" type="checkbox"/> Public Employees <input checked="" type="checkbox"/> Residents <input checked="" type="checkbox"/> Businesses <input checked="" type="checkbox"/> Contractors <input checked="" type="checkbox"/> Developers <input checked="" type="checkbox"/> Industries <input checked="" type="checkbox"/> Public Officials <input type="checkbox"/> Other: <input type="text"/>

- e. Will additional information/summary of these education events be attached to the annual report?  
 Yes  No

If no, please provide additional comment in the brief explanation box below. *Limit response to 250 characters and/or attach supplemental information on the attachments page.*

See attached.

## Missing Information

Do not close your work until you SAVE.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

## Minimum Control Measures - Section 2 : Complete

### 2. Public Involvement and Participation

a. Permit Activities. Select all of the following topics the Permittee did to engage public participation and involvement.

Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
<input checked="" type="checkbox"/> MS4 Annual Report <input checked="" type="checkbox"/> Storm Water Management Program <input checked="" type="checkbox"/> Storm Water related ordinance <input type="checkbox"/> Other: <input type="text"/>	<input checked="" type="checkbox"/> General Public <input checked="" type="checkbox"/> Public Employees <input checked="" type="checkbox"/> Residents <input checked="" type="checkbox"/> Businesses <input type="checkbox"/> Contractors <input type="checkbox"/> Developers <input type="checkbox"/> Industries <input checked="" type="checkbox"/> Public Officials <input type="checkbox"/> Other	<u>11-50</u>	<input type="radio"/> Yes <input checked="" type="radio"/> No

b. Volunteer Activities. Select all of the following audiences targeted for volunteer involvement and participation related to storm water.

NA (Individual Permittee)

Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
Volunteer Opportunity	<input checked="" type="checkbox"/> General Public <input checked="" type="checkbox"/> Public Employees <input checked="" type="checkbox"/> Residents <input checked="" type="checkbox"/> Businesses <input type="checkbox"/> Contractors <input type="checkbox"/> Developers <input type="checkbox"/> Industries <input checked="" type="checkbox"/> Public Officials <input type="checkbox"/> Other	<u>51-100</u>	<input checked="" type="radio"/> Yes <input type="radio"/> No

c. Brief explanation on Public Involvement and Participation reporting. *Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Fox Wolf Watershed Clean Up - NEWSC; Arbor Day Park Clean Up Events, Scout Clean Up Events

## Missing Information

Do not close your work until you SAVE.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

### Minimum Control Measures - Section 3 : Complete

#### 3. Illicit Discharge Detection and Elimination

- |   |                                 |
|---|---------------------------------|
| a. How many total outfalls does the municipality have?  | <input type="text" value="34"/> |
| b. How many major outfalls does the municipality have?  | <input type="text" value="10"/> |
| c. How many outfalls did the municipality evaluate as part of their routine ongoing field screening program?  | <input type="text" value="13"/> |
| d. From the municipality's routine screening, how many were confirmed illicit discharges?   | <input type="text" value="0"/>  |
| e. How many illicit discharge complaints did the municipality receive?  | <input type="text" value="0"/>  |
| f. From the complaints received, how many were confirmed illicit discharges?  | <input type="text" value="0"/>  |
| g. How many of the identified illicit discharges did the municipality eliminate in the reporting year (from both routine screening and complaints)? | <input type="text" value="0"/>  |

(If the sum of 3.c. and 3.e. does not equal 3.f., please explain below.)

- h. What types of regulatory mechanisms does the municipality have available to compel compliance with this program? Check all that are available and how many times each were used in the reporting year.

- |   |                                |
|---|--------------------------------|
| <input checked="" type="checkbox"/> Verbal Warning                    | <input type="text" value="0"/> |
| <input checked="" type="checkbox"/> Written Warning (including email) | <input type="text" value="0"/> |
| <input checked="" type="checkbox"/> Notice of Violation               | <input type="text" value="0"/> |
| <input checked="" type="checkbox"/> Civil Penalty/ Citation           | <input type="text" value="0"/> |

Additional Information:

- i. Brief explanation on Illicit Discharge Detection and Elimination reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

See attached.

### Missing Information

Do not close your work until you SAVE.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

### Minimum Control Measures - Section 4 : Complete

#### 4. Construction Site Pollutant Control

- a. How many total construction sites with one acre or more of land disturbing construction activity were active at any point in the reporting year?
- b. How many construction sites with one acre or more of land disturbing construction activity did the municipality issue permits for in the reporting year?
- c. How many erosion control inspections did the municipality complete in the reporting year (at sites with one acre or more of land disturbing construction activity)?

- d. What types of regulatory mechanisms does the municipality have available to compel compliance with this program? Check all that are available and how many times each were used in the reporting year.

- |   |                                |
|---|--------------------------------|
| <input checked="" type="checkbox"/> Verbal Warning                    | <input type="text" value="2"/> |
| <input checked="" type="checkbox"/> Written Warning (including email) | <input type="text" value="0"/> |
| <input checked="" type="checkbox"/> Notice of Violation               | <input type="text" value="0"/> |
| <input checked="" type="checkbox"/> Civil Penalty/ Citation           | <input type="text" value="0"/> |
| <input checked="" type="checkbox"/> Stop Work Order                   | <input type="text" value="0"/> |
| <input type="checkbox"/> Forfeiture of Deposit                        | <input type="text"/>           |
| <input type="checkbox"/> Other - Describe below                       | <input type="text"/>           |

- e. Brief explanation on Construction Site Pollutant Control reporting . *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

See attached.

#### Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

#### Minimum Control Measures - Section 5 : Complete

#### 5. Post-Construction Storm Water Management

- a. How many new structural storm water management Best Management Practice (BMP) have received local approval ?   
\*Engineered and constructed systems that are designed to provide storm water quality control such as wet detention ponds, constructed wetlands, infiltration basins, grassed swales, permeable pavement,
- b. Does the MS4 have procedures for inspecting and maintaining private storm water facilities?  Yes  No
- c. If Yes, how many privately owned storm water management facilities were

inspected in the reporting year ? Inspections completed by private landowners should be included in the reported number.

1

d. Does the municipality utilize privately owned storm water management BMP in its pollutant reduction analysis?  Yes  No

e. Does MS4 have maintenance authority on these privately owned BMPs?  Yes  No

f. What types of enforcement actions does the municipality have available to compel compliance with the regulatory mechanism? Check all that apply and enter the number of each used in the reporting year.

- Verbal Warning
- Written Warning (including email)
- Notice of Violation
- Civil Penalty/ Citation
- Forfeiture of Deposit
- Complete Maintenance
- Bill Responsible Party
- Other - Describe below

g. Brief explanation on Post-Construction Storm Water Management reporting . *If marked 'Unsure' on any questions above, justify your reasoning. Limit your response to 250 characters and/or attach supplemental information on the attachments page.*

See attached.

### Missing Information

**Do not close** your work until you **SAVE**.

**Note:** For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

## Minimum Control Measures - Section 6 : Complete

### 6. Pollution Prevention

Storm Water Management Best Management Practice Inspections  Not Applicable

a. Enter the total number of "municipally owned" (i.e., publicly owned BMPs) or operated (i. e., privately o wned BMPs) structural storm water management best management practices.

b. How many new municipally owned storm water management best management practices were installed in the reporting year ?

- c. How many municipally owned (public) storm water management best management practices were inspected in the reporting year?
- d. What elements are looked at during inspections (250 character limit)?
- e. How many of these facilities required maintenance?
- f. Brief explanation on Storm Water Management Best Management Practice inspection reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Public Works Yards & Other Municipally Owned Properties that require a stormwater pollution prevention plan (SWPPP)\*  Not Applicable

- g. How many municipal properties require a SWPPP?
- h. How many inspections of municipal properties have been conducted in the reporting year?
- i. Have amendments to the SWPPPs been made?  
 Yes  No
- j. If yes, describe what changes have been made. Limit response to 250 characters and/or attach supplemental information on the attachment page:
- k. Brief explanation on Storm Water Pollution Prevention Plan reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

\* Any municipally owned property that has the potential to generate stormwater pollution should have a SWPPP. For example, if a municipal property stores compost piles, material storage, yard wastes, etc., outside and can contaminate stormwater runoff—a SWPPP is required.

Collection Services - Street Sweeping Program  Not Applicable

- l. Did the municipality conduct street sweeping during the reporting year?  
 Yes  No
- m. If known, how many tons of material was removed?
- n. Does the municipality have a [low hazard exemption](#) for this material?  Yes  No
- o. If street sweeping is identified as a storm water best management practice in the pollutant loading analysis, was street cleaning completed at the assumed frequency?  
 Yes - Explain frequency Minimum of once per month, not including winter  
 No - Explain \_\_\_\_\_

Not Applicable

Collection Services - *Catch Basin Sump Cleaning Program*  Not Applicable

- p. Did the municipality conduct catch basin sump cleaning during the reporting year?  Yes  No
- q. How many catch basin sumps were cleaned in the reporting year?
- r. If known, how many tons of material was collected?
- s. Does the municipality have a low hazard exemption for this material?  Yes  No
- t. If catch basin sump cleaning is identified as a storm water best management practice in the pollutant loading analysis, was cleaning completed at the assumed frequency?  
 Yes- Explain frequency Approx 5% of the system completed once per yr  
 No - Explain \_\_\_\_\_  
 Not Applicable

Collection Services - *Leaf Collection Program*  Not Applicable

- u. Does the municipality conduct curbside leaf collection?  Yes  No
- v. Does the municipality notify homeowners about pickup?  Yes  No
- w. Where are the residents directed to store the leaves for collection?  
 Pile on terrace  Pile in street  Bags on terrace  
 Other - Describe \_\_\_\_\_
- x. What is the frequency of collection?  
1x per week during leaf fall
- y. Is collection followed by street sweeping?  Yes  No
- z. Brief explanation on Collection Services reporting. *Limit response to 250 characters and/or attach supplemental information on the attachments page*

Winter Road Management  Not Applicable

\*Note: We are requesting information that goes beyond the reporting year, answer the best you can.

- aa. How many lane-miles of roadway is the municipality responsible for doing snow and ice control? (*One mile of a two-way road equals two lane miles.*)
- ab. Provide amount of de-icing products used by month last winter season?  
Solids (tons) (ex. sand, or salt-sand)

Product	Oct	Nov	Dec	Jan	Feb	Mar
<u>Salt</u>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="25"/>	<input type="text" value="40"/>	<input type="text" value="38"/>	<input type="text" value="15"/>

Liquids (gallons) (ex. brine)

	Oct	Nov	Dec	Jan	Feb	Mar

- ac. Was salt applying machinery calibrated in the reporting year?  Yes  No
- ad. Have municipal personnel attended salt reduction strategy training in the reporting year?  Yes  No

Training Date	Training Name	# Attendance
12/2/2025	Snow & Ice Meeting	12

- ae. Brief explanation on Winter Road Management reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page*

Daily & weekly reporting. Weekly meetings.

### Internal (Staff) Education & Communication

- af. Has the municipality provided an opportunity for internal training or education to staff implementing the municipality's procedures for each of the pollution prevention program element?  Yes  No

If yes, describe what training was provided (250 character limit):

Quarterly meetings with staff to discuss program elements.

- ag. Describe how the municipality has kept the following local officials and municipal staff aware of the municipal storm water discharge permit programs, procedures and pollution prevention program requirements.

Elected Officials

Annually during the MS4 Permit report presentation and approval. During the infrastructure capital projects - specifically mini-storm, storm water relays and pond constructions.

Municipal Officials

Monthly Department Head meetings. Intergovernmental collaboration through NEWSC and Fox Wolf Watershed.

Appropriate Staff ( such as operators, Department heads, and those that interact with public)

Monthly Department Head meetings. Collaboration through NEWSC and Fox Wolf Watershed and conferences.

- ah. Brief explanation on Internal Education reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Monthly Department Head meetings. Collaboration through NEWSC and Fox Wolf Watershed and conferences. Logging agendas, topics, etc.

### Missing Information

## Minimum Control Measures - Section 7 : Complete

### 7. Storm Sewer System Map

- a. Did the municipality update their storm sewer map this year?

Yes  No

If yes, check the areas the map items that got updated or changed:

Storm water treatment facilities

Storm pipes

Vegetated swales

Outfalls

Other - Describe below

- b. Brief explanation on Storm Sewer System Map reporting. *If you marked Unsure for an question for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Annual updates based on infrastructure project installation and rehabilitations. Completed through ArcGIS.

## Missing Information

Do not close your work until you SAVE.

Form 3400-224 (R8/2021)

## Final Evaluation - Complete

### Fiscal Analysis

Complete the fiscal analysis table provided below. For municipalities that do not break out funding into permit program elements, please enter the monetary amount to your best estimate of what funding may be going towards these programs.

Annual Expenditure Reporting Year	Budget Reporting Year	Budget Upcoming Year	Source of Funds
-----------------------------------	-----------------------	----------------------	-----------------

**Element:** Public Education and Outreach

2500	2500	2500	<u>Storm water utility</u>
------	------	------	----------------------------

**Element:** Public Involvement and Participation

1000	1000	1000	<u>Storm water utility</u>
------	------	------	----------------------------

**Element:** Illicit Discharge Detection and Elimination

3000	3000	3000	<u>Storm water utility</u>
------	------	------	----------------------------

**Element:** Construction Site Pollutant Control

500	500	500	<u>Storm water utility</u>
-----	-----	-----	----------------------------

**Element:** Post-Construction Storm Water Management

500	500	500	<u>Storm water utility</u>
-----	-----	-----	----------------------------

**Element:** Pollution Prevention

30000	30000	30000	<u>Storm water utility</u>
-------	-------	-------	----------------------------

**Other (describe)**

			<u>Select...</u>
--	--	--	------------------

Please provide a justification for a "0" entered in the Fiscal Analysis. *Limit response to 250 characters.*

### Water Quality

a: Were there any known water quality improvements in the receiving waters to which the

municipality's storm sewer system directly discharges to?

Yes  No  Unsure      If Yes, explain below:

**b:** Were there any known water quality degradation in the receiving waters to which the municipality's storm sewer system directly discharges to?

Yes  No  Unsure      If Yes, explain below:

**c:** Have any of the receiving waters that the municipality discharges to been added to the impaired waters list during the reporting year?

Yes  No  Unsure

**d:** Has the municipality evaluated their storm water practices to reduce the pollutants of concern?

Yes  No  Unsure

### Storm Water Quality Management

**a.** Has the municipality completed or updated modeling in the reporting year (relating to developed urban area performance standards of s. NR 151.13(2)(b)1., Wis. Adm. Code)?  Yes  No

**b.** If yes, enter percent reduction in the annual average mass discharging from the entire MS4 to surface waters of the state as compared to implementing no storm water management controls:

Total suspended solids (TSS)

Total phosphorus (TP)

### Additional Information

Based on the municipality's storm water program evaluation, describe any proposed changes to the municipality's storm water program. *If your response exceeds the 250 character limit, attach supplemental information on the attachments page.*

The Village of Kimberly, under guidance of its consulting engineer, continues to make adjustments to our operations and plan as needed, making progress toward the end goals established in the Compliance Plan.

Do not close your work until you SAVE.

--	--	--	--	--	--	--

Form 3400-224 (R8/2021)

**Requests for Assistance on Understanding Permit Programs**

Would the municipality like the Department to contact them about providing more information on understanding any of the Municipal Separate Storm Sewer Permit programs?

Please select all that apply:

- Public Education and Outreach
- Public Involvement and Participation
- Illicit Discharge Detection and Elimination
- Construction Site Pollutant Control
- Post-Construction Storm Water Management
- Pollution Prevention
- Storm Water Quality Management
- Storm Sewer System Map
- Water Quality Concerns
- Compliance Schedule Items Due
- MS4 Program Evaluation

Do not close your work until you **SAVE**.

Form 3400-224(R8/2021)

## Required Attachments and Supplemental Information

Any other MS4 program information for inclusion in the Annual Report may be attached on here. Use the Add Additional Attachments to add multiple documents.

Upload Required Attachments (15 MB per file limit) - [Help reduce file size and trouble shoot file uploads](#)

\*Required Item

**Note:** To replace an existing file, use the 'Click here to attach file ' link or press the to delete an item.

### Storm Sewer System Map

 File Attachment

[Village of Kimberly Storm MS4 B Map.pdf](#)

### Attach - Other Supporting Documents

#### AR Other

 File Attachment

[Village of Kimberly MS4 Annual Summary Report Attachments - 2025.pdf](#)

(To remove items, use your cursor to hover over the attachment section. When the drop down arrow appears, select remove item)

### Attach - Permit Compliance Documents

#### IDDE Program

 File Attachment

[2025 Kimberly Field Screening Report.pdf](#)

(To remove items, use your cursor to hover over the attachment section. When the drop down arrow appears, select remove item)

### Missing Information

**Draft and Share PDF Report with the permittee's governing body or delegated representatives.**

Press the button below to create a PDF. The PDF will be sent to the email address associated with the WAMS ID that is signed in. After the annual report has been reviewed by the governing body or delegated representative, return to the MS4 eReporting System to submit the final report to the DNR.

[Draft and Share PDF Report](#)

## Sign and Submit Your Application

### Steps to Complete the signature process

1. Read and Accept the Terms and Conditions
2. Press the Submit and Send to the DNR button

**NOTE:** For security purposes all email correspondence will be sent to the address you used when registering your WAMS ID. This may be a different email than that provided in the application. For information on your WAMS account click [HERE](#).

### Terms and Conditions

**Certification:** I hereby certify that I am an authorized representative of the municipality covered under Kimberly, Village MS4 Permit for which this annual report or other compliance document is being submitted, and that the information contained in this submittal and all attachments were gathered and prepared under my direction or supervision. Based on my inquiry of the person or persons under my direction or supervision involved in the preparation of this document, to the best of my knowledge, the information is true, accurate, and complete. I further certify that the municipality's governing body or delegated representatives have reviewed or been apprised of the contents of this annual report. I understand that Wisconsin law provides severe penalties for submitting false information.

Signee (must check current role prior to accepting terms and conditions)

- Authorized municipal contact using WAMS ID.
- Delegation of Signature Authority ( Form 3400-220 ) for agent signing on the behalf of the authorized municipal contact.
- Agent seeking to share this item with authorized municipal contact (authorized municipal contact must get WAMS id and complete signature).

**Name:**

**Title:**

Authorized Signature.

- I accept the above terms and conditions.

After providing the final authorized signature, the system will send an email to the authorized party and any agents. This email will include a copy to the final read only version of this application.

## Village of Kimberly MS4 Annual Summary Report Attachments - 2025

### ATTACHMENT #1

The Village of Kimberly is in compliance with permit requirements for **Public Education and Outreach** and identifies measurable goals that are being attained as follows:

- Village KimTalk Newsletter: Approximately 3,458 quarterly newsletters are sent to every property owner, tenant, and business in the community (hardcopy or electronic) addressing stormwater quality topics. These newsletters are also posted on the website. The newsletters contain information pertinent to the season with articles ranging from household hazardous waste disposal, free tire pick-ups, antifreeze disposal options, oil recycling drop off sites, garbage collection, appliance collection, large item collection, yard waste options and collections, seasonal street salting, and brine operations, BMP's for pet waste disposal, lawn fertilizing, grass clippings, lawn watering, car washing, stormwater catch basin cleaning use and explanations, sump pump best management practices, and street sweeping. Depending on the season you may also find articles on rain barrel construction and usage, rain garden installation ideas, and general ideas to keep pollutants from entering the storm sewer system. The Village also considers information obtained from the Northeast Wisconsin Stormwater Consortium (NEWSC), or the Fox Wolf Watershed Alliance (FWWA), Outagamie Solid Waste Department, Wisconsin Department of Natural Resources (WDNR), Renew our Waters (ROW), and other sources regarding Best Management Practices for storm water for inclusion in the newsletter.
- Display racks and postings of educational materials are located in the reception areas of the Village Hall and Municipal Services Center. Educational materials displayed include, but not limited to illicit discharges, household hazardous waste, pet waste options, grass clippings, leaf maintenance, shoreline management, rain barrels and gardens, lawn and garden fertilizing and more. A primary source for these materials is the Fox Wolf Watershed Alliance.
- The Village provides topic specific storm water educational information to customers obtaining permits, with the documentation available on our website:
  - ✓ Construction Site Erosion Control with Permits where soils are disturbed, approximately 31.
  - ✓ Cleaning Up After Pets to residents obtaining Dog Licenses, approximately 489.
  - ✓ Proper Disposal of Pool Water with Permits for permanent pools, approximately 9.
- The Village is continually adding stormwater tip sheets and other information to its website as they become available. Additional web links that have pertinent stormwater information for the general public are also added. Web links may include NEWSC, WDNR, FWWA, ROW, Outagamie County Solid Waste Department, and the UW-Extension.
- The Village website and Facebook page is updated frequently, including, but not limited to:
  - ✓ Posting all Village Board meeting agendas and minutes.
  - ✓ Seasonal articles pertinent to stormwater education.
  - ✓ Links to the Northeast Wisconsin Stormwater Consortium, Outagamie County Solid Waste Department, and Fox Wolf Watershed Alliance to provide a quick link to sites containing information and articles related to storm water quality.
- Stormwater drains: Re-stencil faded or deteriorated stencils reminding citizens that water flowing into these drains flows to our lakes, rivers, and streams. Re-application of stencils in future years may be used as a public education and engagement activity.
- Stormwater topics are also included the Public Works Department Monthly Reports provided to the Village Board which may include storm water topics such as pond maintenance, muskrat abatement, outfall screening, and storm sewer system maintenance.
- The Village Board also receives for their review and discussion the MS4 Annual Report, stormwater grants, as it fit into their agendas.
- 2025 membership in the Northeast Wisconsin Stormwater Consortium provides the Village with new and developing educational and mass media materials. Bi-annual meetings are held, and ideas are shared by members to determine the best way to distribute and present materials to the public. Please refer to the 2025 NEWSC Annual Report on file with the WDNR.

## Village of Kimberly MS4 Annual Summary Report Attachments - 2025

### ATTACHMENT #2

The Village of Kimberly is in compliance with permit requirements for **Public Involvement and Participation** and identifies measurable goals that are being attained as follows:

- The Village Board discusses stormwater issues as they arise at Village Board meetings. The public is provided an opportunity to become involved and participate during Village Board meetings. Stormwater topics discussed include the MS4 Annual Report, stormwater, stormwater grants, Village infrastructure projects, sweeping and leaf grants and street flooding in relation to storm sewer system capabilities.
- Topics are also included in the monthly Public Works Department staff report provided to the Village Board, with may include subjects such as mini storm sewer installations and policies, main line storm sewer reconstruction and linings, stormwater and sump pump practices and policies, street sweeping, storm pond maintenance activities, yard waste collection, and fall leaf collection operations.
- The Public Works Department discusses stormwater issues as needed and identified in staff meetings.
- The Village is a member of the Northeast Wisconsin Stormwater Consortium (NEWSC) and attends and participates in policy making and educational best management practices.
- Faded stenciling at storm catch basins will be repainted in 2026.
- The Sunset Park boat launch continued to be used during the annual Fox River clean up sponsored by NEWSC and FWWA.
- Village of Kimberly clubs and organizations volunteer to assist in the Fox River clean-up and Village owned wooded wetland conservancy.
- Village of Kimberly volunteers assist with cleanup and beautification plantings of entries to parks.

ATTACHMENT #3

The Village of Kimberly is in compliance with permit requirements for **Illicit Discharge Detection and Elimination** and identifies measurable goals that are being attained as follows:

- The Village adopted an Illicit Discharge Ordinance on November 5, 2007.
- The Village adopted fees for its Illicit Discharge Ordinance Program on December 17, 2007.
- Chapter 5 of the Village Illicit Discharge Field Screening Program includes a table that lists several measurable goals for the Illicit Discharge Inspection and Elimination Program.
- Annual Outfall Screening Program results:
  - ✓ Thirteen (13) outfalls were screened.
  - ✓ Twelve (12) outfalls were characterized as unlikely to have an illicit discharge.
  - ✓ One (1) outfall was characterized as a potential illicit discharge.
  - ✓ Zero (0) outfalls characterized as a suspect or obvious illicit discharge.
  - ✓ The 2025 Field Screening Report is on file at the Village Municipal Services Center.
  - ✓ Educational letters on pet waste clean up, proper disposal of pool water, and lawn fertilizing would be sent to all property owners upstream of an outfall that tested positive for ammonia.
- The Village did not receive a complaint regarding BMP violations in 2025.
- No spills or releases of hazardous substances were reported in 2025. No NR 706 spill notifications were issued to the Department of Natural Resources during this period. No illicit discharge notifications were issued to adjacent municipalities.
- No illicit discharge tips were received from the general public in 2025.
- All new and existing storm drains that required touch-up will be re-stenciled in 2026. The stencil applicators were given brochures to hand out to residents who were interested in the project.
- Several (estimated at 30) sump pump inspections were done in 2025; these inspections are done to assure properties do not have sanitary/clear water cross connections. Several of these inspections were tied to the Village's mini storm infrastructure project along Sidney Street and Welhouse Drive. The number of Clearwater inspections has seen a significant reduction due to the new State Law that prohibits inspections of homes prior to, or at the time of sale. The Village continues its efforts to separate clear water from the sanitary sewer system with annual Capital projects, including mini-storm and storm sewer lateral projects where buildings with sump pumps are mandated to connect and discharge to the Storm Sewer System.
- The Village also started an oil filter recycling program in 2013 which has separated used oil filters from the general refuse collection program. The Village installed a new 500G waste oil tank in 2020 with a modified hopper permitting oil filters to be placed for long term draining. In 2025, the Village relocated the waste oil tank 100 feet west on the existing site and will be installing a roof to the collection site in 2026. Public Works staff then removes filters for proper disposal and recycling. In 2025 the Village collected the following:
  - ✓ Approximately 100 gallons of waste oil was collected at the Village drop off site, and this oil was picked up by private company and recycled.
  - ✓ Approximately 25 pounds of oil filters.
- Our quarterly Village Newsletter, the "KimTalk", contains articles relating to common property owner illicit discharge topics such as:
  - ✓ Blowing grass and leaves into the street.
  - ✓ Depositing used oils into the storm or sanitary sewer system, directing residents to proper waste and recycling drop-off sites.
  - ✓ Several household hazardous waste articles are contained in our newsletters, these articles contain valuable information on what is considered hazardous waste and the proper disposal of them.
  - ✓ Household Hazardous Waste Collection efforts and options.
  - ✓ Articles are rotated and updated as new information is obtained.

ATTACHMENT #4

The Village of Kimberly is in compliance with permit requirements for **Construction Site and Pollutant Control** and identifies measurable goals that are being attained as follows:

- Construction Site Erosion Control Ordinance adopted November 5, 2007.
- Construction Site Erosion control fees adopted December 17, 2007.
- Erosion Control plans were reviewed in conjunction with nine (9) building permits that were issued for single family and two-family construction sites of less than one acre.
- Each residential or commercial building permit issued must include an approved erosion control plan that is signed by the person applying for the permit. A copy is given to them and the original is retained by the Building Inspector.
- There was one (1) Erosion Control permit issued for sites of one or more acres in 2025.
- Approximately thirty-five (35) Construction Site Erosion Control Inspections were performed in 2025.
- The Building Inspector and Public Works Field staff will give a verbal warning to the contractors who neglect Best Management Practices for erosion control if corrective action is not taken within a 24 hour period a written warning is issued. Fines may be issued 24 hours after a written warning is issued.
- Information packets were distributed to each building permit applicant where excavation or ground disturbance was part of the permit. Within these packets Contractors are given material that explains proper tracking pads, concrete washout procedures, brooming and cleaning of streets, and other items that relate to BMP and good general construction practices that minimize impacts of stormwater run-off.
- The goal is for Public Works Staff attend continuing education each year that relates to BMP for Erosion Control as part of the annual training plans.

ATTACHMENT #5

The Village of Kimberly is in compliance with permit requirements for **Post Construction Stormwater Management** and identifies measurable goals that are being attained as follows:

- Post Construction Stormwater Management Ordinance fees adopted December 17, 2007.
- There were 10 permits issued for post-construction sites of less than 20,000 square feet of disturbed impervious surface.
- There was 1 permit issued for post-construction sites of more than 20,000 square feet of disturbed impervious surface.
- Village employees conducted at least 12 separate inspections of its 8 Storm Water Ponds (Emons, Sunset, Cortland, Rivers Edge, Treaty Park, Cedars East, Papermaker and Memorial ponds) after significant rainfalls and regular intervals in 2025.
- Village employees cleaned debris around all ponds and out flow racks on 1 occasions during 2025.
- The Village has contracted a professional Environmental Scientist to inspect the wet detention ponds once a month in April, June, July, August, September and October for invasive species and other ecological management purposes. The scientist will divide and transplant wetland plants in the ponds to enhance the ecological, aesthetic and stormwater treatment components of the ponds.
- The Village contracts a trained trapper to eliminate burrowing animals from compromising the banks of all stormwater ponds, trapping muskrats in two efforts. Burrow holes will be packed with clay.
- The public submitted two (2) post-construction and general stormwater tips in 2025.

ATTACHMENT #6

The Village of Kimberly is in compliance with permit requirements for **Pollution Prevention** and identifies measurable goals that are being attained as follows:

- The Village owns and operates eight (8) structural best management practices (BMPs) ponds- Emons Pond, Memorial Pond, Sunset Pond, Treaty Park Pond, Cedars West Pond, Cedars East Pond, Papermaker Pond and Cortland Court Pond.
- Eight (8) inspections and one (1) cleanings were performed for these municipally owned ponds during 2025.
- Mechanical street sweeping was performed one or more times per month from March through November along Village streets in 2025.
- Approximately 47 tons of street sweeping waste was disposed of at the Outagamie County landfill in 2025.
- All Village owned parking lots are swept once per month during the sweeping season (March-November).
- Street sweeping is done on all street construction sites as needed daily by the contractor. Construction site sweeping is done prior to weekends by the Village during the construction project.
- In 2020 the Village implemented an Annual Storm Sewer Cleaning and Televising program with the goal of addressing approximately one-tenth of the Village's Storm Sewer annually.
- The Village inspected and cleaned 50 stormwater catchbasins in 2025, approximately 5% of the Village's system as planned. Approximately 1/4 ton of catchbasin waste was deposited to the County landfill.
- Approximately 118 tons of road salt, and 4,000 gallons of salt brine was applied to 71 lane miles of street during the 2025 Snow & Ice Control Season.
- The Village purchased a salt brine machine in December of 2011, employed for pre-treating streets before snow events. Brine is a more stable product that stays on the street with less direct salt being pushed to the street gutter and washed into the storm sewers.
- Yard Waste, Curb-side Collection: The Village provided four free curb-side pickup days for residential yard waste. Yard waste was collected monthly from April through November in addition to the four free days.
- Yard Waste Drop-Off Site: The Village constructed and opened a Yard Waste Drop-Off Site in 2019. In 2025, 836 Annual Permits were issued.
- Yard Waste Tonnage: Approximately 723 tons of yard waste was collected through the the Yard Waste Drop-Off Site and curb-side yard waste collection in 2025.
- Curb-side leaf pickup was provided during October and November. In 2019 a second leaf vacuum truck was purchased, enabling the Public Works Department to collect leaves for the entire Village once a week. Crews completed 9 collection rounds through the Village, collecting leaves in 2025, which were delivered to area landscapers for compost purposes.
- Scrap Metal: The Village provides a scrap metal dumpster at its Yard Waste Drop-Off Site, collecting an estimated 10 Tons of scrap metal in 2025.
- Curbside recycling collection was performed once every other week. Curbside garbage collection is performed once every week. Curbside metals and whitegoods are collected on Fridays each week as needed (sign-up basis) and large bulky collection is done once a month.
- The Village offers free used tire pick-up twice in a calendar year; an estimated 3 tons of tires were collected in 2025.
- Village employees are trained in stormwater education as new material becomes available.
- The Village has one property with more than 5 acres of turf grass where lawn fertilizers are applied (Sunset Park). The Village has a Nutrient Management Program in place; within this program phosphorus free fertilizers are mandated.

**VILLAGE OF KIMBERLY  
OUTAGAMIE COUNTY, WISCONSIN  
RESOLUTION NUMBER 2, SERIES OF 2026**

**RESOLUTION DESIGNATING CARRY OVER FUNDS FOR THE 2026 VILLAGE  
BUDGET**

WHEREAS, the Village of Kimberly has approved the 2026 Village Budget; and

WHEREAS, the Village of Kimberly Board of Trustees desires to carry forward certain 2025 unassigned funds for unfinished projects, underfunded obligations and designated balances for specific projects.

NOW THEREFORE, the Village adopts the following Resolution:

RESOLVED, that the Village Board of Trustees of the Village of Kimberly designates the following funds be assigned to be utilized during the 2026 budget year as designated:

<b>Fund</b>	<b>Project Name</b>	<b>Amount</b>
Boat Launch Trust	Future Boat Launch Expenses	\$2,812.49
EMR Donations Trust	EMS Services	\$1,733.96
Room Tax Trust	Future Tourism/Dev. Expenses	\$53,580.98
Library Trust	Future Library Expenses	\$8,497.27
Park Improvement Trust	Future Park Expenses	\$14,782.01
Self Insured Trust	Future Insurance Expenses	\$8,000.00
	<b>Total</b>	<b><u>\$89,406.71</u></b>

Date introduced, approved and adopted: March 9, 2026.

VILLAGE OF KIMBERLY



\_\_\_\_\_  
Charles A. Kuen, Village President

\_\_\_\_\_  
Jennifer Weyenberg, Village Clerk





## Village of Kimberly

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PROPOSAL – CLASSIFICATION AND COMPENSATION STUDY

February 24, 2026

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## Attachments

Resumes for Project Team

TRC Job Description Questionnaire

Sample Compensation System Update & Recommendation – Bayfield County

Sample Benefit Executive Summary – Iron County

# A. Introductory Letter

February 24, 2026

Danielle Block  
Village of Kimberly  
515 W Kimberly Avenue  
Kimberly, WI 54136

Dear Ms. Block:

Cottingham and Butler Total Rewards Consulting respectfully submits this proposal to conduct a classification and compensation study for the Village of Kimberly (Village), according to the terms and conditions set forth in the Request for Proposal. The following is the appropriate contact for this proposal:

<b>Primary Contact:</b>	Jenna Bidwell Director of Total Rewards Consulting jbidwell@cottinghambutler.com 715.315.1058
<b>Consultant Address: (Contract/Location)</b>	Cottingham & Butler 2323 Crossroads Drive, 220 Madison, WI 53718

Our firm completed the Village’s most recent classification and compensation study in 2018. Since that time, the Village has experienced organizational change, evolving market pressures, and increased competition for talent. We appreciate the opportunity to possibly partner with the Village once again to evaluate and update its compensation system to ensure internal equity, external competitiveness, and long-term sustainability.

As you know, we specialize in public sector compensation consulting and have extensive experience working with Wisconsin municipalities. Our approach balances market data, job evaluation, fiscal responsibility, and transparent communication which are all critical elements for maintaining employee trust and supporting effective governance.

We not only believe in the notion of total rewards, but our company possesses the expertise to provide key insights relating to addressing both sides of the total compensation equation (wages and benefits). We understand that employee compensation is more than base pay, and our company has the tools to advise clients on their complete rewards package. We understand that the RFP is asking for both wages and insights on fringe benefits with this specific project. Although your current benefit broker should be providing you with benefit benchmarking data, we have provided you with options for your consideration in this proposal. Ultimately, our team is able to approach the pay philosophy discussions through a broader total rewards perspective and provide guidance and recommendations in a balanced manner as the Village leadership needs to make decisions.

Thank you for the opportunity to submit this proposal, and we hope to have the opportunity to partner with the Village once again. Please note that this letter is intended to certify the following:

- All information submitted in the proposal is true and correct,

- I have full authority to submit this proposal on behalf of our organization,
- The fees proposed have not been knowingly disclosed, directly or indirectly, to any other firm responding to this RFP, and
- No attempt has been made by our organization to induce any other company to submit or not submit a response to this RFP for the purpose of restricting competition.

Please contact Jenna Bidwell with any questions or concerns you may have regarding this proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "Matt Shefchik". The signature is fluid and cursive, with a long horizontal stroke at the beginning.

Matt Shefchik  
Assistant Vice President – Total Rewards

## B. Company Profile and Qualifications

Cottingham & Butler, founded in 1887 and headquartered in Dubuque, Iowa, is the 5th largest privately held broker in the U.S., and the 25th largest insurance broker in the U.S. and a recognized leader in offering innovative property & casualty and employee benefit insurance solutions. In addition to the insurance consulting and brokerage services, the company provides services relating to claims administration, safety and loss control, wellness and disease management, and human resources compliance and consulting. The company employs over 1,400 employees across the U.S. In addition to our Dubuque headquarters, and other satellite offices, C&B has offices in Madison, Appleton, and Chicago to better serve our Midwest clients.

**Total Rewards Consulting (TRC)**, formerly Carlson Dettmann Consulting, a division of Cottingham & Butler Insurance Services, offers human resources consulting services related to: employee compensation and total rewards; performance evaluation development and training; employee engagement and strengths-based leadership; employee relations; human resources audits; and other related human resources consulting services. The following is a brief description of the journey TRC has taken:

- 1996: The partnership between **Charlie Carlson & Scott Dettmann**, Principal Consultants at Carlson Dettmann Consulting, began when they created **enetrix** (Survey Research Associates) with a group of partners. Enetrix pioneered internet-based salary surveys in addition to providing compensation consulting.
- 2008: Enetrix was acquired by **Gallup Corporation**, and during their time with Gallup, Charlie Carlson and Scott Dettmann continued their compensation and survey consulting, in addition to growing their consulting skills in the areas of employee engagement, performance management, leadership development, and strengths-based leadership.
- 2010: **Carlson Dettmann Consulting** was created when Charlie and Scott reacquired their consulting practice and served public, private, utility, and not-for-profit clients across the nation. While compensation work has been the backbone of the business, TRC has a successful employee engagement and performance management business as well.
- 2018: Carlson Dettmann Consulting entered into an acquisition with **Cottingham & Butler**. The acquisition provides clients with a total rewards approach where compensation consulting is balanced with benefits management.
- Current: TRC field consultants possess decades of management, human resources, and compensation experience. TRC's team has extensive experience working in public sector human resources, giving them the unique ability to truly understand the nature of the industry, setting them apart from other consulting firms without hands-on public sector experience.

Our team's approach to compensation consulting strives to find the balance between the external market pressures facing today's employers and the need to design a pay structure that is internally fair and equitable.

While compensation design and administration should not be approached with a one-size-fits-all mentality, there should be both internal consistency in approach as well as alignment with accepted (or best) practices of peer organizations in the final results. In order to guarantee success, the final, delivered results should also be reflective of the organization's philosophies and strategies.

Although the client is responsible for making the key decisions, we view ourselves as a strategic business partner entrusted with collecting and analyzing vital competitive data and taking that data and turning into

a comprehensive and understandable set of recommendations. Because of the extensive history the TRC team has in partnering with public sector organizations, TRC is prepared to support the Village through the important pay philosophy discussions to ensure the final product is one that balances the fiscal responsibility of the organization while providing a compensation system that supports retention and recruitment efforts.

The people listed in this proposal, and any other staff directly contributing to this project, are employees of Cottingham & Butler and members of the TRC team. With the exception of the purchase of software services for warehousing of our data, no work is done by any third party/contractor. Brief bios are included below and resumes are attached.

**Shanon Swaney**, Consultant, would be the project director for this project. Shanon will lead day-to-day project management of the work and guide the Village through the project decision points bringing forward final recommendations. Shanon joined the TRC team in 2024 having served as a Human Resources Director for a city in Wisconsin prior. Her background is human resources with a heavy emphasis on public administration. Shanon received her master's in business administration from Western Governors University and has a bachelor's degree in public administration and policy analysis.

**Ashley McCluskey**, Compensation Analyst, will provide assistance on job evaluation, the market data collection, as well as the market analysis phases of the project. Ashley has over 10 years of HR experience, primarily in the public sector. Before joining the TRC Team, Ashley worked in human resources for a Wisconsin county. Ashley holds a bachelor's degree from the University of Wisconsin-Stout with a minor in human resources management.

**Jenna Bidwell**, Director, will provide client management support as needed. Jenna joined TRC in 2014 and leads the TRC Public Sector Team. Her background is human resources and prior to joining the TRC team, Jenna worked in a large public K-12 school district. Jenna holds a bachelor's degree in business administration focused on management and human resources from the Wisconsin School of Business at UW-Madison.

## **C. Proposed Scope of Work**

The Village indicates in the RFP that they are seeking support to quantitatively evaluate and determine the market competitiveness of the organization's compensation system. The request also includes a review of the current pay-for performance system. The Village is seeking recommendations to enhance the process to support the Village's compensation strategy moving forward.

The Village states this study will apply to all regular full-time and part-time non-represented employees across the organization's departments. Based upon the RFP document this work will span across 33 different roles in the Village's regular and seasonal pay structures. We anticipate that many of these positions would be identified as benchmark roles and would be viable for external market measurement. The measuring of benchmark positions through this project will allow us the ability to assess the market competitiveness of Village's current structure and incumbent pay.

The first step in this project would be the refinement of the project plan to meet the specific needs of the parties. An initial meeting with the appropriate leadership team, as well as the key decision-makers, will help ensure mutual understanding concerning the scope and task sequence of the study and each party's role. Specific items to be addressed would include:

- An agreed upon, detailed timetable for the project – overall and interim steps. TRC has provided a generalized timetable for the Village’s consideration and follow-up discussion, which would be formalized along with a more detailed project scope.
  - At this meeting, we would also discuss and agree upon an appropriate reporting/check-in schedule based on project milestones and needs for data or input.
- A discussion on the role that individual performance currently plays within the organization and the link to merit pay today.
- The policy and intentions of the parties with respect to correcting inequities that may be identified.
- The manner of communicating project progress to leaders and staff.
- Provide a project kick-off presentation on the overall project and approach to staff to help manage expectations from the beginning.

At the outset of the study, and throughout the process, we would ask the decision-makers to provide guidance on four key policy areas:



We would lead a discussion on potential answers to these questions, offer our experience and suggestions, and develop the pros and cons of the various alternatives. Answers to these policy discussions will be used to guide modifications to the merit system and in the development of the organization’s pay philosophy approach.

**Information/Data Required**

TRC would require certain information from the Village to complete the wage analysis portion of the project. The data fields required for the wage analysis include the following individual data for the employees subject to the study:

- First Name, Last Name, Job Title, Department, Current Rate of Pay, Current FLSA Status, FTE, Annual Work Year, Gender, Current Grade, Current Minimum, Current Market Rate / Midpoint, Current Maximum, Hire Date, Job Date.

We request that the wage analysis data and any job documentation needing to be reviewed be provided electronically.

**Market Data Collection / Selection of Comparable Employers**

TRC would collect and analyze relevant labor market information for the organization to determine competitiveness of base salaries. Based upon the previous market study, TRC will revisit the last comparable market and explore whether changes to the target market are appropriate with the Village. TRC will consult with the organization on who they compete with for talent in determining the appropriate mix of public sector comparables. TRC will compare this list to the previous set of comparable organizations. Ultimately, the comparable organizations will be identified based upon equalized value,

population size, and county/municipal service profile ensuring that financial capacity and service responsibilities are reasonably aligned. Geographic proximity and regional talent competition typically play a significant role. The Village has significant input into the selection of comparable organizations to be surveyed and will provide final direction to our team. TRC believes that the marketplace is most appropriately measured via a blend of valid, reliable data from both the public and private sectors. Relying on survey collection methods developed over decades of practice, and using data analysis methods proven to be reliable, we maintain and update a robust public sector salary database with each project. Further, we have invested heavily in the private sector and sector-specific surveys from some of the country's most trusted survey sources.

We would utilize our custom public sector survey data library, as well as our purchased surveys to use for the market analysis. Our survey library includes the following:

- CompData Benchmark Pro
- Department of Labor – Bureau of Labor Statistics
- Economic Research Institute
- Mercer
- Payfactors
- Payfactors Peer

As it specifically relates to the selection of comparable public-sector employers for this compensation engagement, we typically request data from between ten to twenty comparable organizations for each unique project, and we employ survey practices that ensure a high rate of data collection. The reasons for the large sample size are varied, but include the following:

- It guarantees that no single organization will influence the final results. This is equally true for high and low-paying organizations. Our final result is a representation of the true marketplace.
- Not every entity in the selected comparable pool has a similar position within their organization. A larger grouping provides a greater possibility that we'll have sufficient matches.
- In line with best practices for a compensation study, our goal is to achieve market matches (i.e. benchmark jobs) for between 50% and 70% of the jobs covered by the study, and over 50% of the employees covered by the benchmark jobs. A comprehensive pool of comparable employers increases the likelihood of meeting this target.
- Finally, a larger pool allows for a deeper analysis if different comparables are selected for different levels of positions. For example, many of our clients select a more local list of comparables for non-exempt positions, a more local/regional blend for professional and technical positions, and a regional/statewide grouping for managerial and department head positions.

The market summary of the findings will be presented to the Village in aggregate form highlighting the competitiveness of current pay by benchmark role. The weighing of market data (public vs private sector data) will be discussed and presented as an overall strategy for the market pricing process.

### **Job Evaluation**

Position analysis is the formal process we use to gather and assess information about the duties, responsibilities and requirements of each position. This information forms the foundation for the job evaluation process is independent of the incumbent and based on job content.

The Village indicated that there are concerns regarding internal alignment and perceived inequities within the existing job evaluation system. While the underlying job evaluation methodology remains a proven and objective framework, confidence in the system is influenced by how consistently it is applied, how well outcomes are documented, and how clearly results are communicated. As part of this engagement, we will place particular emphasis on reinforcing objectivity, consistency, and transparency throughout the evaluation process.

This includes re-reviewing job documentation, validating evaluation outcomes across comparable roles, and engaging Village leadership in structured discussions focused on internal alignment considerations. These steps are designed to address both perceived and actual alignment concerns while strengthening employee confidence in the integrity of the classification system.

As an optional enhancement, the Village may elect to include select leadership in formal job evaluation training. This option may be structured in one of two ways: (I) a joint job evaluation process in which Village leadership participates alongside our consultants to increase understanding, alignment, and organizational buy-in; or (II) an in-depth training for designated leaders on the job evaluation methodology and supporting documentation upon project completion enabling the Village to independently administer the system going forward.

If the Village selects the option to independently manage the job evaluation system post-project, access to the methodology and materials would be limited to designated leadership roles and subject to execution of a non-disclosure agreement. This approach supports long-term sustainability and governance of the classification system and would not involve broad employee access to the job evaluation tools or materials.

The Village indicated that employees would be completing job-related questionnaires. TRC utilizes a Job Description Questionnaire (JDQ) to collect relevant information for each role. For positions with multiple incumbents, a single JDQ is required as the evaluation focuses on the job itself rather than individual performance. JDQs are reviewed by the immediate supervisor and centrally by Village leadership to ensure consistency and accuracy prior to submission to the TRC team for evaluation.

In addition to submitted job documentation, TRC will request interviews with the Village's department heads to better understand internal alignment questions and organizational context, and to address any clarifying questions identified during our review.

Positions submitted for internal alignment review will be evaluated using the TRC Point Factor Job Evaluation System which measures the following factors:

- Thinking Challenges/Problem Solving
- Decision Making
- Interactions and Communications
- Work Environment
- Minimum Education and Experience Requirements

### **Merit Pay Philosophy and Administration**

As part of the project our team will conduct a review of your current pay-for-performance system including the performance evaluation tool and process. The review will include an assessment of design, functionality, and alignment with your intended merit-based philosophy. TRC will evaluate how effectively the system supports meaningful differentiation in performance and identify opportunities to enhance clarity, consistency, and fairness. This review will also include a focused assessment of challenges commonly seen

in hybrid and public-sector merit systems. Specifically, those issues that limit the employee's ability to progress through the open portion of the range. Based on our findings, we will provide practical, data-informed recommendations to strengthen your merit approach, improve range progression, and ensure the system supports both organizational goals and long-term sustainability.

### **Benefit Program Review**

Benefits are a critical component of total compensation and should be evaluated in the context of the Village's overall compensation philosophy and not in isolation. Our role is to integrate benefit competitiveness and cost considerations into the broader total compensation discussion while complementing the expertise of the Village's benefit broker.

If the Village has current benefit benchmarking data prepared by its benefit broker, TRC will incorporate that information alongside our base pay benchmarking results. This combined view allows for an informed discussion of the overall competitiveness of the Village's total compensation package, the extent to which benefits offset or reinforce base pay positioning, and whether current pay and benefit strategies are aligned with the Village's stated market and attraction goals. This integrated analysis supports leadership level decision making without duplicating information provided by the broker.

If benchmarking data is not available, we offer two different options for the Village's total compensation philosophy discussion. Option one is a benefit benchmarking where we complete a high-level benefit benchmarking analysis to assess the Village's benefit program competitiveness relative to an appropriate peer group. This option provides sufficient data to incorporate benefits into the total compensation philosophy discussion and align pay and benefits at a policy level.

The second option is a health plan deep dive analysis for a more comprehensive evaluation. Our team can conduct an in-depth analysis of the Village's health insurance program focusing on both competitiveness and cost drivers. It is a benchmarking approach utilized to evaluate how a plan is performing financially across three key categories – coverage, consumption and cost-sharing.

Regardless of the option selected our focus remains on helping the Village make intentional, transparent and financially responsible decisions about total compensation. By aligning pay structure design, market positioning, and benefit competitiveness under a clearly articulated philosophy, the Village will be better positioned to attract and retain qualified employees, explain compensation decisions, and maintain consistent total rewards actions in the future.

### **Seasonal Wage Structure Review**

The Village included the Season Wage Structure in the RFP documentation. TRC would recommend a slightly different approach for this group of positions. Due to the nature of the work, TRC would recommend building a market-based structure for these roles. TRC is prepared to measure the local labor market and provide insight into reasonable target pay practices for seasonal workers in the Fox Valley.

In addition to the market data, TRC will explore pay philosophy and practices as it relates to retention of these workers year over year to determine if any structure design adjustments would be necessary. Any changes to this structure and approach would be done in conjunction with the Village's leadership and done to ensure it aligns with the Village's intended total rewards philosophy.

## **Communication**

Each organization's perspective on project communications differs, and it is our goal to be resourceful and flexible enough in our approach to provide clients with meaningful information to be used during and after the project.

As it relates to the governing body, we believe it is important to educate the members on [1] the mechanics and challenges of managing a compensation structure and [2] the decisions that need to be made during the project and thereafter.

As it relates to employee-level communications, our goal is to provide an overview of the process, the decisions that will need to be made, and an explanation of what the final recommendations entail and how the structure/system will work for employees moving forward.

Ultimately, communication surrounding the project and final deliverables is a delicate balancing act. If all communication comes from the consultant, it is difficult for the client to completely "own" the final product moving forward. If all communication comes from the client, it is difficult to build confidence in the methodologies and approaches used to develop the program. Our role is to provide our clients with sufficient information to find that balance. TRC will partner with the Village to find the right balance for the organization.

## **System Review**

As we develop final recommendations, TRC uses the results of the job evaluation process (internal relationships), market data (external competitiveness), and other relevant information (e.g., current pay practices, current performance evaluation system, strategic objectives, compression, highly competitive jobs, etc.). Based on all the information at our disposal, TRC develops a pay structure using a regression of the market data against our job evaluation scores. Where there are instances of compression and/or market pressures influencing our recommendations, we are clear to point those out in our preliminary results and work with the organization to finalize in our final report. Based upon feedback from the Village, TRC will make recommendations for modifications to the existing structure, as needed, to ensure the new system meets the Village's needs from a competitive and sustainable perspective moving forward.

We advocate process transparency in our consultations, so the organization can expect an articulate, detailed discussion of our findings and recommendations. We not only encourage our clients to emphasize communication with employees at all steps of the process, but we would welcome opportunities for conversations/presentations with the decision-making body as it relates to market selection and placement, project findings and update, review of policy questions, and/or a final report and presentation(s).

## **Proposed Project Timeline**

The following is a tentative timeline that spans from initiation of the project to final adoption. It is our best approximation of the steps and time needed to complete the project but may require revision once the project is refined in our conversations with the Village. The timeline assumes a March 2026 start.

March 2026

- Project Orientation/Initial Meetings – Internal Project Team and TRC
  - Establish project communication cadence and approach.
  - TRC to request census data.
  - Discuss target market – determine comparable list.

- Present Project Overview to appropriate groups as needed (Staff/Management/Governing Body)
- Kick Off JDQ (Internal Job Documentation) Process
- Pay Philosophy Discussion Point 1: Define Target Market
  - Finalize target market comparable list.

#### April 2026

- TRC staff to execute external data collection based upon finalized comparable list.
- TRC to receive internal census data, org charts, performance evaluation documents and other related pay administration documents
- Supervisor Review of JDQs

#### May 2026

- JDQs returned to TRC for job evaluation
- TRC staff to complete job evaluation
- TRC to meet with department heads to discuss compensation concerns.
  - Internal alignment concerns
  - External market competitiveness concerns
  - Pay for Performance system concerns.

#### June 2026

- External Market Pricing
  - TRC to measure benchmark positions across the Village's roles included in the study.
- Preliminary Results Meeting – base pay and benefit benchmarking
- Pay Philosophy Discussion Point 2: Determine Market Placement (Meet the market- 50<sup>th</sup> percentile target, lead or lag)
  - Based upon the preliminary market results, TRC will guide the Village's project team and other groups as needed (Village leadership, Board, etc.) through a market placement discussion.
- Pay Philosophy Discussion Point 3: Pay Structure Design
  - The Village already has a pay system in place. However, through this pay philosophy discussion, TRC will explore the merit system and provide recommendations for modifications or enhancements – as needed.
- Pay Philosophy Discussion Point 4: Re-implementation Strategy
  - TRC to explore with the Village's project team any financial impact of different implementation strategies depending on the Village's current competitive stance and the Village's ability to fund change (should it be needed).
  - This includes draft costing by employee – if needed
  - TRC to provide costing and financial impact information to additional groups as needed (Village Leadership, Board, etc.)

#### July 2026

- Final Recommendations presented to the Village
  - Based upon guidance from the Village's project team, Village Leadership and governing body – TRC would finalize the structure recommendations for adoption and strategy for implementation.
  - Provide project end communication to staff as needed.

- TRC to provide Village’s project team with draft compensation policy changes for consideration, if needed.

Here is a summary timeline:

Task	Anticipated Completion
Project Orientations / Initial (Virtual) Meetings .....	Week 1
Employer Data Collection.....	Week 1 to Week 2
Market Data Collection .....	Week 2 to Week 4
Job Documentation .....	Week 2 to Week 8
Job Evaluation /Job Analysis as needed .....	Week 8 to Week 10
Department/Management Interviews .....	Week 12
Market Data Analysis .....	Week 10 to Week 12
Preliminary Results/Policy Guidance .....	Week 14 to Week 16
Review Adoption Strategy including Cost Modeling with Client .....	Week 18
Presentation of Final Report .....	Week 20

## D. References

TRC has completed projects for hundreds of clients, across numerous sectors. While we can provide additional references, if needed, we recommend the following recent projects completed by TRC:

Client Name	Description	Contact Info
City of Clinton	<p>Full Classification &amp; Compensation Study in 2021</p> <p>Performance Management System Development in 2022 included complete system and tool development.</p> <p>Ongoing Compensation Maintenance Consulting. This includes ad-hoc job evaluation and market pricing to support the City as needed throughout the past five years.</p> <p>Compensation Market Update in 2025 for a review of the original structure. This project also expanded to include a market review of the City’s unionized roles.</p>	<p>Matt Brooke, City Administrator 611 S 3rd Street Clinton, IA 52733 563.594.6742 <a href="mailto:mattbrooke@cityofclintoniowa.gov">mattbrooke@cityofclintoniowa.gov</a></p>
City of Neenah	<p>Full Classification &amp; Compensation Study in 2022.</p> <p>Ongoing Compensation Maintenance Consulting. This includes ad-hoc job evaluation</p>	<p>Heather Barber, Director of Human Resources &amp; Safety 211 Walnut Street Neenah, WI 54956 920.886.6103 <a href="mailto:hbarber@neenahwi.gov">hbarber@neenahwi.gov</a></p>

	and market pricing to support the City as needed throughout the past four years.	
City of Clintonville	Full Classification & Compensation Study in 2024  Ongoing Compensation Maintenance Consulting. This includes ad-hoc job evaluation and market pricing to support the City as needed throughout the past two years.	Caz Muske, City Administrator 50 10 <sup>th</sup> Street Clintonville, WI 54929 715.823.7601 <a href="mailto:CMuske@clintonvillewi.gov">CMuske@clintonvillewi.gov</a>

## E. Cost Proposal

Because compensation consulting is our team’s primary line of work, we build our proposals on the scope of work and not necessarily on the specific hours it takes to complete each component (or phase of each project). This enables us to offer a firm fixed fee proposal that meets the interests of both our clients and our firm. This further solidifies our independent contractor status, with our team’s (and company’s) exposure being the opportunity for profit and/or loss. If the job takes longer and/or costs more than originally anticipated, we bear the burden of this miscalculation, unless project requests are deemed outside the scope of services.

The total professional fees for the classification and compensation study are indicated below:

Classification & Compensation System Review (23 regular and 10 seasonal jobs) including merit system review and incorporating benefit data from Village’s benefit broker into total compensation philosophy discussion	\$15,000
Benefit Review – Option 1 as outlined in the Proposal	\$2,500
Benefit Review – Option 2 as outlined in the Proposal	\$7,500
Appeals (Optional – See Below)	\$225/each
Job Description Development (Optional – See Below)	\$200/each

As it stands, the project fee includes three (3) trips for on-site presentations and/or meetings, exclusive of travel expenses. Clients choose to use these trips for project kick off, strategy discussions, project updates or project adoption. TRC has found success in conducting many of the project updates and department head discussions virtually. TRC is prepared to customize the on-site approach to meet the needs of the Village. Acceptable travel expenses that may be billed back to the Client include the following: rental car and fuel or mileage, lodging, and meals. Additional on-site meetings can be arranged and will be billed at an hourly rate of \$125 during travel time and \$250 per hour while on-site, plus travel expenses.

Our proposal is based upon 23 unique regularly employed jobs and 10 seasonally employed jobs from the Village’s compensation structures. Our experience has been that this count may change during the course

of a project. Accordingly, we propose adjusting the fee appropriately with the Village invoiced \$475 for each role beyond these counts for which the project fee was based.

### **Appeals (Optional)**

The Village indicated it is interested in an appeals process post project adoption. TRC will work with project leadership to identify the necessary approvals for the appeals process. It is recommended that the Village have at least one layer of leadership approval for appeals submitted by employees. Appeals are typically granted for one of two reasons. The first reason is the role has substantially changed through the course of the compensation study, and the second reason is gross error. This gross error may be related to incomplete job documentation or gross error in our understanding of the scope of responsibilities for the position.

Appeals should be submitted within 30 days of plan adoption. TRC will work with Village to establish the process and timeline and communicate appropriately.

### **Job Description Development (Optional)**

The Village indicated that they are seeking updated position descriptions as part of this project. The TRC team is willing to provide a position description template that captures standard compliance language and make FLSA exemption recommendations based upon the job documentation we receive through the job evaluation portion of the project. These items will be included in the project fee captured above.

If the Village is interested in TRC drafting updated position descriptions from the JDQs submitted through this project, TRC is able to complete this work post project and post appeals at a separate rate of \$200 per position description.

### **Additional Work / Hourly Rates (Optional)**

Any additional work outside the scope of the project may be requested and agreed upon and would be invoiced at either our standard hourly rates of \$275, or for an additional project fee as mutually agreed upon by the Village and TRC. It is our experience that it is more economical for a client to negotiate scope and price with our team than it would be to simply engage our services at an hourly rate.

### **Payment Schedule**

The project fee would be paid in five (5) equal installments of the agreed upon project fee: initial payment due upon execution of a professional services agreement, second through fourth payments due at the start of the consecutive months of the project, and the final payment due upon delivery of TRC's findings and recommendations to the Village.

## **F. Thank You**

This proposal is valid until May 31, 2026. Thank you for the opportunity to submit this proposal, and we hope to have the opportunity to once again partner with the Village of Kimberly.

Respectfully submitted on February 24, 2026.

Jenna Bidwell, Director of Total Rewards Consulting

COTTINGHAM & BUTLER  
**Total Rewards**  
Consulting

**SHANON SWANEY**

Shanon has over 10 years of human resource experience and is a SHRM Certified Professional. Her background spans public education and local government HR where she has led strategic initiatives in performance management, strategic compensation, and employee engagement. She is passionate about fostering strong relationships and finding innovative solutions.

**Summary of Professional Experience**

Consultant, Cottingham & Butler Company 2024 to present

With a focus on public sector entities, responsible for the developing, managing, and delivering services relating to employee compensation and benefits, organizational planning, employee engagement, employee training, performance management, and other human resources matters.

Human Resources Director, City of Kaukauna 2022 - 2024

Administered all HR and labor relations activities for a city government comprised of 12 departments and 2 unions. Responsible for recruitment and selection, compensation management, benefit administration, compliance, collective bargaining agreement negotiation and administration, and employee relations. Oversaw the implementation of a city-wide strategic plan. Developed a performance management system to better align individual performance expectations with organizational goals. Developed and implemented a compensation system to ensure internal equity and competitive pay. Served as member of Senior Management Advisory Team. Implemented equity and inclusion committee to help foster an inclusive and welcoming work environment.

Human Resources Supervisor, Elkhorn Area School District 2016 - 2021

Administered HR activities for a public school district consisting of 7 schools with exempt, non-exempt, and seasonal employees. Responsible for advising District leaders on performance management and personnel concerns, administering compensation programs, benefits administration and communication, recruitment and onboarding, leave administration, compliance, and teacher contract administration. Served as District Title IX coordinator. Implemented new compensation program in response to post Act 10 environment and updated DPI licensure guidelines. Implemented wellness program to help promote employee wellness and target high-cost claim trends.

Human Resources Coordinator, R&L Spring Company/Medicoil 2014- 2016

Oversaw payroll and benefits administration. Served as liaison between company, insurance broker, and third-party administrators. Manage recruitment process including prescreen,

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Consulting

**SHANON SWANEY**

interview, and onboarding process. Manage leaves including ADA, FMLA, and Worker's Compensation. Interpret, apply, and revise as necessary employee handbook policies. Guide managers through succession planning and performance management.

**Education and Background**

University of Wisconsin – Stevens Point, Bachelor of Science Major: Public Administration with emphasis in Human Resources Management	2014
Western Governors University – Salt Lake City, UT- MBA Master of Business Administration with emphasis in Human Resources Management	2019
Certified Human Resources Professional - SHRM	2024

# Ashley McCluskey

(612)597-3910 – amcluskey@cottinghambutler.com

## HUMAN RESOURCES

Human Resources professional with over 10 years of proven abilities in all areas of HR. Proactive approach to problem solving with the ability to be innovative. Demonstrated commitment to leadership through positive contributions in boosting employee morale, improving retention, and maintaining compliance.

### Core Competencies:

- Project Management
- Compliance
- HRIS Maintenance
- Customer Service
- Wellness
- Recruitment
- Position & Compensation Analysis
- Organizational Development
- Employment Relations

## EXPERIENCE

Total Rewards Consulting - Cottingham & Butler, Madison, WI

### **Analyst, May 2022 – Present**

- Conduct job analysis through document review and client interviews.
- Gather and analyze market-based compensation surveys.
- Prepare summary reports of job analysis and compensation analysis information.
- Coordination of compensation and market update projects.

St. Croix County – Human Resources Department, Hudson, WI

### **Human Resources Advisor, June 2016 – May 2022**

- Create, review, and maintain policies that ensure compliance with state and federal regulations.
- Educate employees on policy, procedure, and best practice.
- Partner with supervisors and department heads in resolving complex human resources issues.
- Manage human resources projects that impact all employees of St. Croix County.
- Conduct position reviews and compensation analysis as part of the budget process.
- Lead full life cycle recruitment and onboarding initiatives as needed.

Globe University-Woodbury Campus, Woodbury, MN

### **Admissions Representative, August 2015 – May 2016**

- Sourced and established contact with prospective students.
- Conducted new student interviews, scheduled tours, and monitored the student onboarding process.
- Provided consultation and clarification around educational programs; outlined expectations to new students.
- Oversaw all aspects of the recruitment and admissions process.

Younkers Department Store Human Resources Department, Eau Claire, WI

### **Human Resources Representative, June 2012-August 2015**

- Led all store recruitments: posted positions, conducted interviews, and onboarded hires.
- Monitored employee attendance and payroll weekly using HRIS.
- Maintained accurate employee information within HRIS.
- Developed employee schedules that ensure shift coverage within budget.
- Acted as the primary contact for employee relation matters: answered questions, addressed concerns and maintained employee morale.

Eau Claire County Human Resources Department, Eau Claire, WI

### **HR Intern, May 2011-Aug. 2011; HR Assistant, Aug. 2011-Feb. 2012**

## EDUCATION

University of Wisconsin-Stout, Menomonie, WI: Bachelor's Degree.

Human Development & Family Studies - Major; Human Resource Management – Minor

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Consulting

**JENNA BIDWELL**

Jenna has over 15 years of human resource experience and is a certified Gallup Strengths Coach, as well as an expert in strategic compensation management. Her various skills bridge from the technical expertise of developing compensation plans to the interpersonal of employee engagement and performance management.

**Summary of Professional Experience**

Director of Total Rewards Consulting, Cottingham & Butler Total Rewards Consulting      2014 to present  
Formerly Carlson Dettmann Consulting

Lead the business development and client relationships in the Education and Public Sectors for the consulting team. Serve as a project director for mid to large-sized projects, managing timelines, resources and deliverables to ensure successful project outcomes. Responsible for advising clients on matters relating to employee compensation, performance development, and employee engagement for a variety of clients.

Human Resource Coordinator, Stevens Point Area Public School District      2012 - 2014

Responsible for the entire staffing process of both exempt and non-exempt staff for the District including annual review of teaching staff assignments and the District needs; provide coaching to employees and administrators in regards to performance management issues and concerns; manage HR projects such as electronic timekeeping system implementation, compensation study and design, and constant process improvement initiatives; directly responsible for increased customer service and quality by setting higher standards and shortening response time to an extremely diverse customer base; strategically apply modern technology solutions to a diverse workforce and advance the District culture in a post Act 10 environment; interpret and clarify Employee Handbook and employment policies for staff and administrators while providing the Board of Education with addition and revision recommendations; responsible for all HR related state and federal reporting and ensuring District compliance.

Recruitment and Staffing Specialist, Roehl Transport, Inc.      2012 - 2012

Assist managers in identifying staffing needs and develop recruiting strategy to obtain high quality talent; manage internal and external recruitment advertisement campaigns; prescreen and interview applicants; administer simulations and conduct reference and background checks; extend offers and work with internal management teams to develop appropriate on-boarding for new hires.

Senior Human Resources Generalist, Wausau Financial Systems, Inc.      2008- 2012

Developed and implemented new performance coaching and corrective action processes; coach and guide managers with employee relation issues to meet both business needs and comply with state and federal laws; create and implement a corporate wellness program with activities

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**Total Rewards**  
Consulting

**JENNA BIDWELL**

to target health topics identified through Health Risk Assessments; responsible for the management of the Human Resources Assistant including day to day delegation as well as performance management; provides advice to Managers on pay decisions, policy and guideline interpretation and job evaluations throughout the entire organization; manages the administration of direct compensation for corporate staff including the processing, recording and reporting of compensation-related actions taken on employees; responsible for retirement plan administration including new employee orientation, loan inquiries, and contribution rollover/payouts for terminating employees; oversee entire recruitment process and partner with Finance to ensure staffing activities are within budget constraints; provide back up as the Human Resources Information Systems Administrator; responsible for entire recruitment and selection process for exempt and non-exempt positions while continuously looking for process improvements.

Train managers on standard procedures and corporate policies pertaining to recruitment and new hire orientation; complete and update Corporate Affirmative Action Plan and other federally required reports; provide support and backup for other areas including Compensation, Benefits, Employee Relations and Payroll.

**Education and Background**

University of Wisconsin - Madison, Bachelor of Business Administration Bachelor of Business Administration – major in Management and Human Resources	2007
Certified Senior Professional in Human Resources	2010
Gallup Certified Strengths Coach	2016

# JOB DESCRIPTION QUESTIONNAIRE

The purpose of the Job Description Questionnaire (JDQ) is to provide the information necessary to evaluate jobs for salary placement, classify jobs for various legal requirements, and to compile appropriate job descriptions.

Please read this JDQ carefully before answering any of the questions and then complete it as accurately, completely, and briefly as possible. While it is not necessary to describe each duty in great detail, it is important to provide sufficient information so the job can be accurately evaluated and classified. Keep in mind that *the purpose of the JDQ is to collect information about the job and is not designed to evaluate employee performance.*

Consider the typical responsibilities of the job; even those that might only occur cyclically (e.g. annually, quarterly, etc.). The responses should be based on duties and responsibilities that are a regular and ongoing part of the job, under typical conditions, and not special projects or temporary assignments. Further, unless specifically directed by management, describe the job as it is today, not as you believe it should be or what it might be in the future.

SECTION 1		DEMOGRAPHIC INFORMATION	
Employee Name		Employer Name	
Job Title		Work Location	
Department		Division	
Full-Time / Part-Time		Part-Time (Hrs per Wk)	
Supervisor Name		Supervisor Title	

SECTION 2	JOB SUMMARY/PURPOSE
What is the primary purpose of your job? Briefly state what your job is—including why your job exists—in such a manner that could easily be explained to another person. In other words, if someone came up to you on the street and asked what your job entailed, how would you describe it?	

**SECTION 3**

**DESCRIPTION OF ESSENTIAL DUTIES & RESPONSIBILITIES**

Positions are made up of various duties that generally fall into a handful of categories/responsibilities. For example, a Street Operator’s categories may include Streets Maintenance, Snow Plowing, Equipment Operation, Refuse Collection, etc. An Administrative Assistant’s categories may include Document Preparation, Meeting Coordination, Records Management, etc.

Identifying the main functions and the percent of time spent on each category provides the best information to correctly classify your position. Adding the significant duties within each category allows us to better understand your work in each area. As you list the specific duties, please focus on WHAT is done, rather than HOW it is done. This provides adequate detail without requiring your responses to be more labor-intensive than needed. Please try to avoid terminology and acronyms that are not widely known outside of your line of work.

<b>Category (Area of Responsibility):</b>		<b>% of Annual Total Time Spent on Category:</b>	<b>%</b>
Duties within Category:			
<b>Category (Area of Responsibility):</b>		<b>% of Annual Total Time Spent on Category:</b>	<b>%</b>
Duties within Category:			
<b>Category (Area of Responsibility):</b>		<b>% of Annual Total Time Spent on Category:</b>	<b>%</b>
Duties within Category:			
<b>Category (Area of Responsibility):</b>		<b>% of Annual Total Time Spent on Category:</b>	<b>%</b>
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Duties within Category:			
<b>Category (Area of Responsibility):</b>		<b>% of Annual Total Time Spent on Category:</b>	<b>%</b>
Duties within Category:			
<b>Category (Area of Responsibility):</b>		<b>% of Annual Total Time Spent on Category:</b>	<b>%</b>
Duties within Category:			



<b>Category (Area of Responsibility):</b>		<b>% of Annual Total Time Spent on Category:</b>	<b>%</b>
Duties within Category:			
<b>Category (Area of Responsibility):</b>		<b>% of Annual Total Time Spent on Category:</b>	<b>%</b>
Duties within Category:			
<b>Category (Area of Responsibility):</b>		<b>% of Annual Total Time Spent on Category:</b>	<b>%</b>
Duties within Category:			

<b>SECTION 4</b>	<b>TOOLS, SOFTWARE, &amp; TECHNOLOGY</b>
------------------	--

Identify the software programs that proficiency is required in to successfully perform your duties. Please include standard programs (i.e. MS Word or Excel) in addition to job-specific programs (i.e. accounting software, engineering software). If none are required, please list n/a.

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Identify technical equipment that proficiency is required in to successfully perform your duties. Examples include office equipment (i.e. copier, multi-line phone system) as well as equipment used in the field (i.e. calibration equipment, GPS units, locating devices).

---

Identify vehicles and machinery that proficiency is required in to successfully perform your duties. Examples include forklift, squad car, lawn mower, etc.

---

<b>SECTION 5</b>	<b>JUDGMENTS / DECISION-MAKING</b>
------------------	------------------------------------

Identify at least five of the most typical judgments/decisions that you make in performing your job (throughout the course of a year) as well as the possible solutions to these problems. Finally, identify those who may assist in the decision-making process and/or those who may review the decisions made.

Typical Problems/Challenges	Possible Solution(s) to Problem/Challenge	Job Title(s) of Collaborators and/or Who Reviews


<b>SECTION 6</b>	<b>WORKING RELATIONSHIPS / INTERACTIONS / CONTACTS</b>
------------------	--

Please identify your typical work relationships with other persons inside or outside of your own organization.

Title of Individuals With Whom You Typically Interact	Describe the Interaction (What Was Going On?)	Why Was It Necessary?

<b>SECTION 7</b>	<b>SUPERVISION / MANAGEMENT</b>
------------------	---------------------------------

Please indicate the type of responsibility you have as it pertains to leading or managing others. Understanding that some areas (e.g. terminating employees) may require approval at a higher level (e.g. Human Resources), give a “yes” response if the primary recommendation comes from this position and give a “provides input” response if the recommendation is handled through the “chain of command” in a department.

Area of Action / Responsibility	Yes	No	Provides Input
Screen / Interview Applicants			
Hire / Promote Employees			
Evaluate Performance Of Others			
Provide Written / Verbal Warnings			
Suspend Employees			
Terminate Employees			
Prepare Work Schedules For Others			
Formal Project Management			
Provide Work Direction For Others			
Counsel Employees (e.g. Guiding/Coaching/Mentoring)			



Developing Training/Development Plans for Employees			
Train Employees (As Part Of The Normal Duties Of The Job)			
Approving/Assigning Overtime			
Approve Time Off Request For Others			
Develop / Implement Policies			
Do you <u>directly</u> supervise any employees? <i>If yes, please list the number of FTEs and job titles of those employees below:</i>			n/a
<b>Job Title</b>	<b># of FTEs</b>		

<b>SECTION 8</b>	<b>PHYSICAL REQUIREMENTS / WORK ENVIRONMENT</b>
------------------	---

Please indicate the amount of time typically spent in the following categories throughout the course of a year. Although an explanation is invited for each element, we ask that you provide a brief explanation of those elements marked with an \* in the space provided.

Physical Requirements	[Place an "X" in the appropriate cells]			
	N/A	Low Frequency	Moderate Frequency	High Frequency
Carrying / Lifting 10 - 25 Pounds				
Carrying / Lifting 25 - 50 Pounds				
Carrying / Lifting > 50 Pounds *				
Sitting				
Standing / Walking / Climbing				
Specific Vision, Hearing, Taste, or Smell Requirements *				
Squatting / Crouching / Kneeling / Bending				
Repetitive Hand/Foot Movement *				
Pushing / Pulling / Reaching Above Shoulder				

Work Environment	N/A	Low Frequency	Moderate Frequency	High Frequency
Indoor/Office Work Environment				
Outdoor Weather Conditions				
Noise >85dB (e.g. mower, heavy traffic, milling machine, etc.) *				
Extreme Hot/Cold Temperatures (>90 degrees / <40 degrees) *				
Irritated or Agitated Individuals *				
Hostile or Violent Individuals *				
Hazardous Fumes / Odors / Toxic Chemicals *				
Electrical Hazards *				
Confined Spaces (as identified by OSHA) *				
Close Proximity to Moving Machinery / Equipment *				
Bodily Fluids / Communicable Diseases *				
Work-Related Travel				
Working Alongside Moving Traffic on Roads				
Provide Any Additional Information Regarding the Physical Requirements or Work Environment (e.g. description of required vision, hearing, taste, smell; type of work travel; etc.):				

<b>SECTION 9</b>	<b>ADDITIONAL EMPLOYEE COMMENTS</b>
Please identify any other job-related information that is not otherwise addressed in the JDQ, or would help someone else understand this job more clearly:	

**To BE COMPLETED BY THE EMPLOYEE'S SUPERVISOR**

**SECTION 10** **SUPERVISOR INFORMATION**

Supervisor Name		Supervisor Title	
-----------------	--	------------------	--

**SECTION 11** **EDUCATION REQUIRED FOR HIRE**

	Level of Education REQUIRED (Select one with an "X")	Field(s) of Study (e.g. Degrees/Concentrations)
	Less than High School Education	n/a
	High School Education (or Equivalent)	
	One Year Certificate (or Equivalent)	
	Associate's Degree (or Equivalent)	
	Bachelor's Degree	
	Master's Degree	
	Professional Degree ( <i>Juris Doctor, Medicine, etc.</i> )	
	PhD w/ Dissertation	
	Other:	

Provide Any Additional Information Regarding the Required Education (e.g. preferred vs. required, specific coursework, etc.):

**SECTION 12** **TOTAL EXPERIENCE REQUIRED UPON HIRE**

[Place an "X" in the appropriate cells]

No Experience	< 2 yr.	2 to 3 yrs.	4 to 5 yrs.	6 to 7 yrs.	8 to 9 yrs.	10 to 11 yrs.	≥ 12 yrs.

Describe Specific Experience Required for Hiring (e.g. 5 total years of customer service experience 2 of which were in a supervisory capacity):

**SECTION 13****CERTIFICATION / LICENSURE / TRAINING TO PERFORM JOB**

List Required Certification/Licensure/Training	How Attained/Provided	Required Upon Hire?	May Obtain After Hire?

**Comments** - Describe any time requirement for certification, recertification requirements, and any current practices as it relates to licensure or certification (e.g. extra pay for certification, employer payment for obtaining or renewing, etc.):

--

**SECTION 14****SUPERVISOR'S CORRECTIONS / ADDITIONS**

In lieu of altering an employee's JDQ, please provide any corrections, clarifications, or additional information in the space provided below.

JDQ Section	Correction / Addition

**SECTION 15****ADDITIONAL SUPERVISOR COMMENTS**

Please identify any other job-related information that is not otherwise addressed in the JDQ, or would help someone else understand this job more clearly:

--



# Compensation System Update & Recommendations



**PRESENTED BY**

Shanon Swaney | Consultant, Total Rewards Consulting



**Bayfield County**



**November 6, 2025**



Cottingham & Butler

# Agenda

Introduction

Market Results

Grade Order List

Structure Designs & Implementation Options

Time Off Snapshot

Next Steps



# 4 ESSENTIAL POLICY QUESTIONS

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# Compensation System Development

Creating a formal and sustainable system relies on organizations being consistent in their job evaluation methodology (internal) and market competitive (external)



# Formal Sustainable System

## Pay Structure Design = Market vs. Job Evaluation

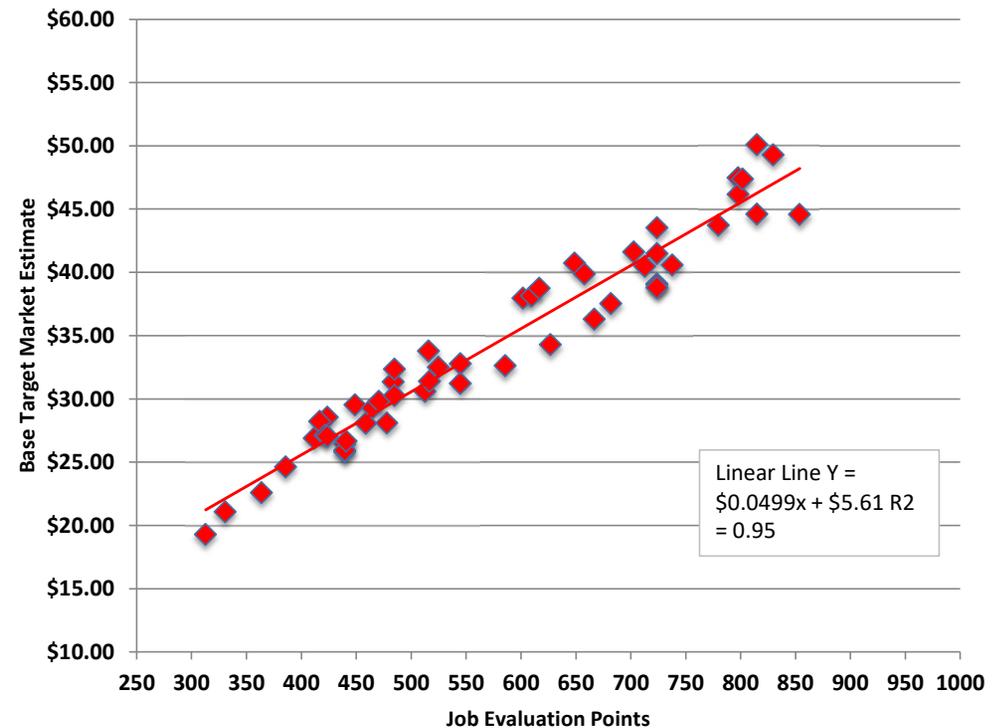
### Methodology

- Measured the correlation between job evaluation results vs. market analysis for benchmark positions.
- Job evaluation results are an excellent predictor ( $R^2$ ) of market value for the organization's positions.
- Used the market linear regression analysis, or line-of-best fit results, to set the “midpoint” or “control point” of the recommended pay grades.
- Represents the best approximation of the market for a given job in a given pay grade.
- Allows placement of non-benchmark jobs into structure

**R squared value = 95%**

**\*Prior study was 93%\***

Bayfield County: Regression of Market Estimate on Job Evaluation



# Market Summary & Findings

- 52 Benchmark positions matched
  - 40% of positions covered
  - 52% of employees covered
- Overall, **current pay is at 97.6%** of the median market
- Overall, **current structure is 99.7%** of the median market



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# Recommended Grade Order List

Grade	Titles
W	County Administrator
V	Vacant
U	Vacant
T	Human Services Director
S	Vacant
R	Vacant
Q	Chief Deputy Sheriff Deputy County Administrator Emergency Management/PSAP Director Forestry & Parks Administrator Health Director Highway Commissioner Information Technology Director
P	Behavioral Health and Community Programs Manager Finance Director Land Records Administrator Planning & Zoning Director
O	Aging & Disability Services Manager Child Support Director County Conservationist Economic Support Services Manager Family Service Manager Financial Manager-DHS Human Resource Director Jail Administrator Operations Captain

Grade	Titles
N	Clinical Mental Health Professional Cloud and Identity Systems Administrator Criminal Justice Coordinator Highway Patrol Superintendent Maintenance Supervisor Public Health Nursing Operations Manager Tourism Director Veteran Services Officer WIC Director
M	Assistant Forest Administrator Children and Disabilities Program Supervisor County Surveyor Fleet and Facilities Superintendent Jail Lieutenant Lead Environmental Health Sanitarian Network and Security Administrator Public Health Nurse Social Worker III
L	Assistant Zoning Administrator Children with Disabilities Program Supervisor Community Health Nurse Countywide EMS Coordinator Environmental Health Sanitarian GIS Coordinator Health Educator Inventory/Analysis Forester Programmer/Analyst Recreation Coordinator Short Term Rental/Environmental Health Specialist Social Worker II WIC Project Nutritionist
K	Elderly Nutrition Program Supervisor Environmental Health Specialist Forester Jail Sergeant Recreation Specialist Social Worker I

Grade	Titles
J	Adult Protective Services Case Manager Behavioral Health Case Manager CCS Service Facilitator/Substance Abuse Counselor Child Protective Services Case Manager Conservation Technician GIS/911 Database Specialist Land Survey Technician Office Manager-Health Office Manager/Accountant-Highway Office Manager-Planning & Zoning Real Property Lister Youth Justice Case Manager 911 Dispatch Supervisor
I	Aging & Disability Services Specialist Bookkeeper- Administration Bookkeeper- Human Services CCS Service Facilitator <b>Child Support Specialist</b> Confidential Secretary-Jail Confidential Secretary-Sheriff Disability Benefits Specialist <b>Economic Support Specialist III</b> Elderly Benefits Specialist Energy Specialist <b>Fair Coordinator</b> <b>Food Service Manager (Lead Cook)</b> Forestry & Parks Technician <b>Jailer</b> Legal Assistant-DA Office Manager-Land Conservation Office Manager-Forestry & Parks Social Worker Aide Surface Water Specialist Treatment Court Case Manager Veterans Benefit Specialist Victim/Witness Coordinator Youth Support & Services Specialist

Grade	Titles
H	Chief Deputy Register of Deeds <b>Clerk III-DHS</b> <b>Clerk III-County Administration</b> <b>Clerk III-WIC</b> <b>Computer Technician</b> Deputy Clerk Of Court Deputy County Clerk Deputy Treasurer Economic Support Specialist I Economic Support Specialist II Family Specialist GIS/Remote Sensing Specialist Invasive Species Coordinator Maintenance Technician Office Manager-UW Extension 911 Dispatcher
G	<b>Clerk II-Planning &amp; Zoning</b> <b>Clerk II-Tourism</b> <b>Clerk II-Admin/County Clerk</b> <b>Clerk II-DHS</b> GIS Land Projects Parcel Mapper Jail Transport Judicial Assistant Land Records Specialist
F	<b>Clerk I-DHS</b> <b>Clerk I-Sheriff</b> <b>Clerk I-Zoning</b> <b>Clerk I – Emergency Management</b> <b>Recording Clerk</b>
E	Vacant
D	Addressing Specialist <b>Bailiff</b> Cleaning Person <b>Cook</b> Fairgrounds Maintenance <b>Meal Site Facilitator</b> <b>Van Driver</b>





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# Structure Designs & Implementation Cost Impact

## STRUCTURES & APPROX. COST IMPACT

### Option 1: Current Structure Design (2.5% steps)

Min					C/P					Max
87.5%	90.0%	92.5%	95.0%	97.5%	100.0%	102.5%	105.0%	107.5%	110.0%	112.5%

Target Market Placement	Step that provides at least 2.5% increase	Est. Total Base Wage Increase	Maintain Current Step	Est. Total Base Wage Increase	Maintain Current Step + 1 additional if current step provided less than 2.5%	Est. Total Base Wage Increase
5% Premium	\$464,639	4.21%	\$356,289	3.22%	\$483,042	4.37%

### Option 2: 13 step version 1 (2.5% steps), increased min & max

Min				C/P								Max
90.0%	92.5%	95.0%	97.5%	100%	102.5%	105%	107.5%	110%	112.5%	115%	117.5%	120%

Target Market Placement	Step that provides at least 2.5% increase	Est. Total Base Wage Increase	Maintain Current Step	Est. Total Base Wage Increase	Maintain Current Step + 1 additional if current step provided less than 2.5%	Est. Total Base Wage Increase
5% Premium	\$551,079	4.99%	\$622,336	5.63%	\$655,854	5.94%

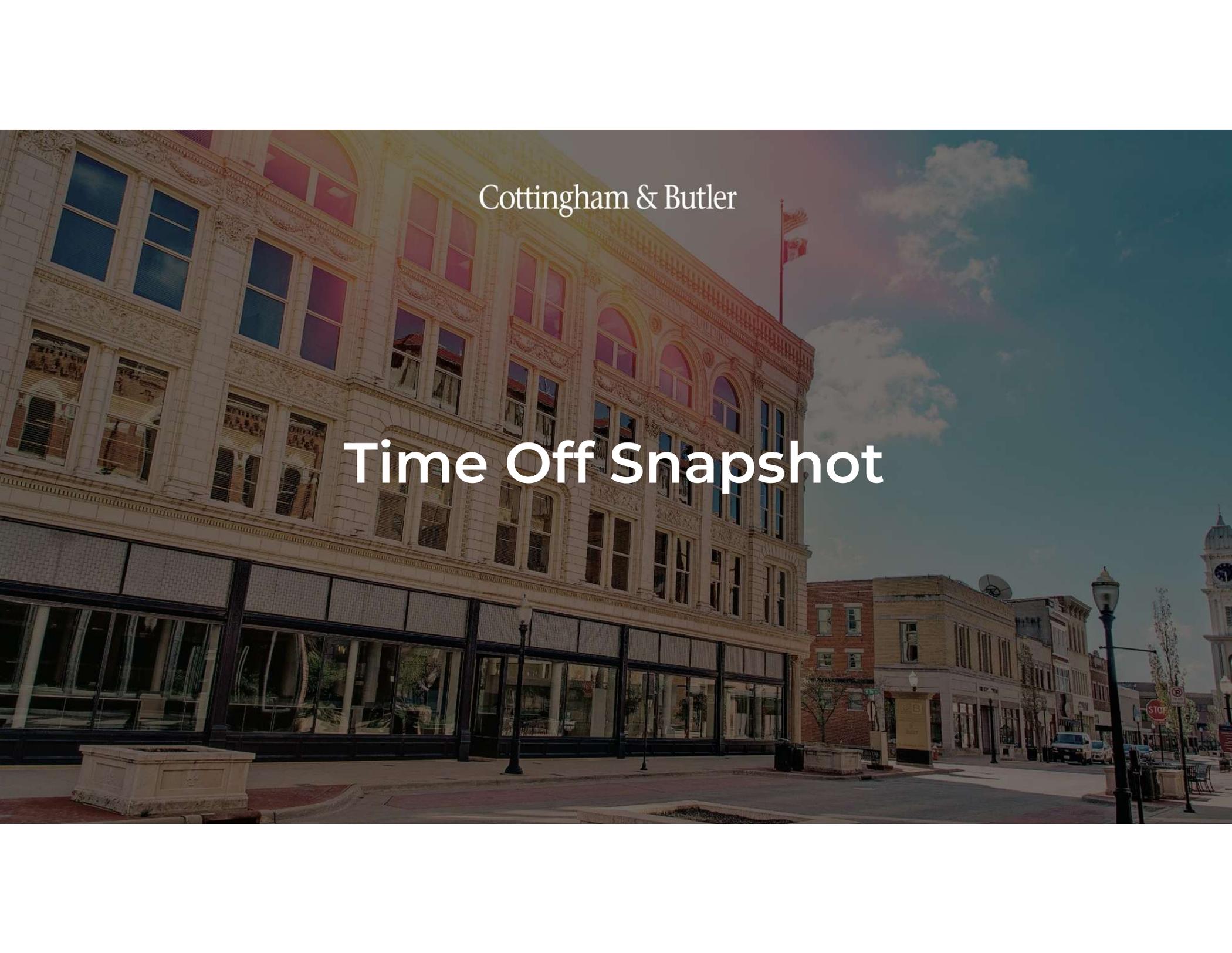
\*In recommended option actual employee increases will vary and may not be 5.94%\*



## EMPLOYEES REACH THE TOP, NOW WHAT?

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- No employees will fall into the recommended structure at step 13. The highest step employees will fall on is step 11.
- TRC provided the project team with options to address employees who reach the top for future consideration.



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# Time Off Snapshot

## PAID LEAVE SURVEY DATA: TRADITIONAL TIME OFF

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Public Sector Vacation Award Data in Days:

	At Hire	6 mo.	1 year	3 years	5 years	10 years	15 years	20 years	25 years
Average Days	4	7	10	12	14	18	21	23	24
Median Days	0	5	10	10	15	19	20	25	25
<b>Bayfield Co. Award</b>	5	5	10	10	15	20	25	25	25

- When considering median award days across public sector data, Bayfield Co meets or exceeds at all award milestones
- 54% of responding Counties have traditional time off plans (separate banks for vacation & sick)

Source: 2025 TRC Paid Leave Survey  
Public Sector  
N=131



## PAID LEAVE SURVEY DATA: TRADITIONAL TIME OFF

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Sick time :

- For public sector employers that offer traditional time off, **the majority (60%) offer 10-14 days of sick time** per year, allowing a median rollover allotment of 12 days and a median maximum balance of 120 days
  - **Bayfield County currently awards 8 days of sick leave per year**
- For public sector employers that offer traditional time off, **the majority (60%) offer 1-2 days of personal time**

Source: 2025 TRC Paid Leave Survey  
Public Sector  
N=131

## PAID LEAVE SURVEY DATA: PAID TIME OFF

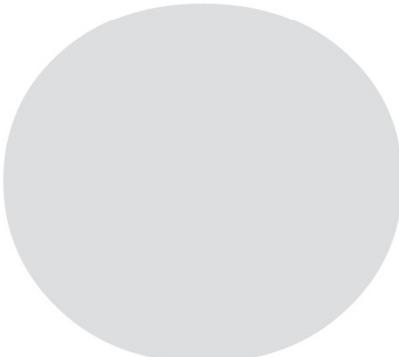
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Public Sector PTO Award in Days:

	At Hire	6 mo.	1 year	3 years	5 years	10 years	15 years	20 years	25 years
Average Days	5	11	19	21	23	26	31	33	34
Median Days	0	10	19	20	24	26	30	34	35

- 46% of responding Counties have PTO plans (one bank for all time off reasons)

Source: 2025 TRC Paid Leave Survey  
Public Sector  
N=35



# Questions

# Executive Summary-Iron County Employee Benefits Program Analysis

Prepared by Cottingham & Butler

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## Overview of Project

Iron County engaged Cottingham & Butler to conduct a comprehensive review of its employee benefits program, with the goal of aligning offerings with organizational objectives, enhancing value, and ensuring long-term sustainability. The County was also seeking to evaluate how current benefit offerings aligned with other public sector entities in which they compete for talent in the labor market. We divided the assessment into three categories: Medical Plan Assessment, Non-Medical Plan Assessment (dental, vision, disability, life insurance, etc.) and Paid Time Off. The main area of focus for the project was on the medical plan. We will discuss key findings and opportunities below by category.

## Medical Plan Overview

Iron County currently offers a highly generous health benefits package, characterized by low employee premiums, substantial Health Reimbursement Arrangement (HRA) funding, and minimal cost-sharing. Current utilization costs, however, are below expectations-especially when considered the County's demographic risk profile.

Given the County's geographic and demographic characteristics, we would typically anticipate higher-than-average claims. The lower-than-expected utilization may simply be attributed to favorable short-term trends. Because there are only 78 employees enrolled on the plan, one large claimant can drastically increase the costs of the plan. The County has been lucky to avoid that to date.

It is important to note that, over time, most employers tend to see a reversion to the mean in terms of claims experience. As such, while the current data is encouraging, it warrants close monitoring to ensure long-term sustainability of the plan.

Key findings include:

- **Plan Design:**

The current structure offers equal deductibles for in- and out-of-network services with a slightly higher total out of pocket maximum for out-of-network services. This is very atypical and in fact, is the product of a grandfathered plan status with the County's current carrier. This type of plan design reduces incentives to use more cost-effective in-network care.

Opportunity: Modify Plan design so that the out-of-network benefit level (deductible and out-of-pocket maximum) is at least 2x the in-network benefit level.

- **Limited Plan Options:**

Only one health plan is available to employees. With multiple generations of employees in the workforce today with varying needs for benefits, offering one plan option provides no flexibility for employees for medical coverage.

Opportunity: Offer a High-Deductible Health Plan (HDHP) with a Health Savings Account (HSA) option to provide employees with more flexibility and a tax-advantaged account that will allow them to save for retirement. This option would come at no additional cost to the County.

- **Premium Structure:**

The two-tier premium model (single vs. family) does not reflect the actual risk distribution. Adjusting this could improve equity and cost alignment. Spouses are a much higher risk to the medical plan than children and bring roughly the same amount of risk as Employee + Family. The current premium structure provides for the same

# Executive Summary-Iron County Employee Benefits Program Analysis

## Prepared by Cottingham & Butler

premium sharing for an employee plus spouse as an employee plus a child(ren) even though employee plus children brings less risk. Additionally, the current employee share of family premium is well below the Wisconsin benchmark and State and Local Government benchmark.

Opportunity: Implement a 3-Tier Premium Structure that offers an employee-only rate, employee + children rate and family rate to align risk more appropriately with premium contribution.

- **Pay-in-Lieu Program:**

Despite a generous cash incentive for opting out of coverage, few employees take the pay-in-lieu, likely due to the attractiveness of the current plan. A pay-in-lieu program is typically used to incentivize employees to consider alternate medical coverage. Iron County has one of the highest pay-in-lieu programs that I have seen in the State of Wisconsin for the public sector, yet, despite the high incentive, Iron County has a higher plan participation rate than Wisconsin State Benchmarks.

Opportunity: Consider plan design and premium structure changes to align the County's plan closer to the benchmark. The Family Advantage Health Plan is an opt out that would provide employees with both a payroll bonus and a health reimbursement arrangement that covers all costs of medical care under another employer group health plan (Estimated savings of \$60,000).

- **Cost Sharing and Overall Plan Design:**

The Iron County plan covers a larger percentage of health plan costs compared to Wisconsin Public Sector Benchmarks-92% of claims vs. 86% of claims (Wisconsin Benchmark). This results in an additional \$165,000 in expenses.

Opportunity: Modify the current plan design to have employees participate in more of the costs when seeking medical services (increase deductible and out-of-pocket limits/reduce HRA funding).

While consumption is good right now, the County is paying \$24,000 per employee per year compared to the National Average of \$16,000. Due to the geographic location and the richness of the benefit, this creates a higher than benchmark spending on benefits, particularly the medical plan benefit and takes away from funding that could be used to enhance employee compensation.

Opportunity: The County should consider strategies that will reduce the richness of the benefit and bring the plan more in-line with benchmarks.

- **Plan Oversight:**

We also note that it is rare for an entity with \$1.7M of medical spend to not be engaged with a strategic partner to assist the County in managing the program.

Opportunity: Engage a benefits consultant to help manage health care costs and county benefits. The estimated cost to engage a strategic partner is \$25,000 per year.

## Non-Medical Benefits Overview

Iron County offers a variety of non-medical benefits including Dental, Vision, Life Insurance, Short-term Disability, Accident, Cancer, and Specified Event (Critical Care). The County offers two different dental plans (a Delta plan through AFLAC and one through Delta Dental directly). The current non-medical coverages are offered through a combination of the State Employee Trust Fund (ETF) Program, AFLAC and Delta Dental. Iron County's non-medical

# Executive Summary-Iron County Employee Benefits Program Analysis

## Prepared by Cottingham & Butler

benefits are generally in line with public sector norms but present several opportunities for simplification and enhancement:

- **Income Protection:** Long-term disability coverage is not currently offered but could be added at no cost to the County or employees through the State ETF Program. This program can provide financial protection to employees in the unfortunate event of a disabling injury or illness.
- **Dental Insurance:** Two dental plans create confusion; consolidating into one would streamline administration.
- **Vision Insurance:** Vision benefits could be optimized by extending the frame replacement cycle from 12 to 24 months and reducing rates for employees.
- **Overall Voluntary Benefits:** The current voluntary coverages are a mix of group rated benefits (dental and vision) and individual plans (AFLAC). Bundling these benefits together for a group rated offering would provide better value, and reduced costs for employees. The County could look to market the voluntary benefits with the goal of enhancing value and reducing costs for employees and simplifying administration.

## Paid Time Off (PTO) Overview

Overall, Iron County's paid time off is in line with Wisconsin Public Sector standards. The County uses a traditional leave system (separate vacation, sick, and personal days), compared to a PTO (Paid Time Off) system that combines all types of leave into one PTO Bank. The County's traditional leave system is slightly below average for employees with under 15 years of service but above average for longer-tenured staff. When comparing the County's traditional leave program to those offering a PTO program, the County is slightly more generous in total paid time off.

## Conclusion:

The largest opportunity for the County exists in the medical plan. The County's grandfathered plan design and premium structure offers an overly generous plan that creates an attraction for participation and little incentive for employees to move to alternate insurance options.

Our Strategic Recommendations are to:

1. **Introduce Plan Choice:** Add an HDHP with HSA to provide employees with more options and potential savings.
2. **Adjust Premium Contributions & Plan Design:** Implement a more equitable premium structure and plan design to better reflect risk and encourage consideration of alternative plans like Medicare or the Family Advantage Health Plan.
3. **Enhance Non-Medical Offerings:** Consolidate voluntary benefits, add long-term disability, and streamline dental/vision plans.
4. **Evaluate PTO Structure:** Consider enhancing benefits for newer employees or transitioning to a PTO system for greater flexibility.
5. **Promote Financial Wellness:** Expand education around Medicare, retirement, and financial planning to support employees nearing retirement.
6. **Engage a Benefit Consultant:** Engage a benefit consultant to help the County manage and control benefit costs.



Policy Number: **CF1-ML-10003745-00**

UNFORGETTABLE UNDERDOG RESCUE INC.  
PO BOX 372  
LITTLE CHUTE WI 54140-0372

ATTACHED ARE DOCUMENTS FOR THE FOLLOWING NAMED INSURED:

UNFORGETTABLE UNDERDOG RESCUE INC.  
PO BOX 372  
LITTLE CHUTE WI 54140-0372



**NOVA CASUALTY COMPANY**

**COMMERCIAL  
INSURANCE  
POLICY**

## **NOTICE TO POLICYHOLDERS INSURANCE FRAUD**

This Notice does not form a part of your insurance contract. No coverage is provided by this Notice, nor can it be construed to be in addition to or replace any provisions of your policy, including its endorsements. If there is any conflict between this Notice and your policy, including its endorsements, the provisions of the policy, including its endorsements shall prevail.

Insurance Fraud...It's a crime that affects all of us. According to the Federal Bureau of Investigation, the total cost of insurance fraud (non-health insurance) is estimated to be more than \$40 billion per year. Over the past few years the number of documented cases of insurance fraud has soared, with costs passed along to policyholders as increased premiums.

We at NOVA Casualty Company are committed to stopping this crime. We have established a Special Investigation Unit to combat insurance fraud and you can help by confidentially providing us with any information about persons who have committed fraud or intend to commit fraud.

Call the toll-free NOVA Casualty Company Fraud Tip-Line at 1-800-799-6980, 24 hours a day, seven days a week.

**NOVA Casualty Company  
440 Lincoln Street  
Worcester, MA 01653**

**Fraud Tip-Line  
1-800-799-6980**

**KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS**

**PROBLEMS WITH YOUR INSURANCE?** – If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem.

**The Hanover Insurance Company  
Hanover Compliance Department  
440 Lincoln Street  
Worcester, MA 01653  
1-800-446-8379  
www.Hanover.com  
Complaints@hanover.com**

You can also contact the **OFFICE OF THE COMMISSIONER OF INSURANCE**, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can file a complaint electronically with the **OFFICE OF THE COMMISSIONER OF INSURANCE** at its website at <http://oci.wi.gov/>, or by contacting:

Office of the Commissioner of Insurance  
Complaints Department  
P.O. Box 7873  
Madison, WI 53707-7873  
1-800-236-8517  
608-266-0103

## NOTICE TO POLICYHOLDERS TOTAL LEAD EXCLUSION

This Notice does not form a part of your insurance contract. No coverage is provided by this Notice, nor can it be construed to replace any provisions of your policy (including its endorsements). If there is any conflict between this Notice and the policy (including its endorsements), **the provisions of the policy (including its endorsements) shall prevail.**

This policy contains an exclusion relating to lead. As stated by the exclusion, the policy does not provide coverage for any injury, damage, payment, liability, loss, cost or expense of any kind resulting in whole or in part from lead contamination.

## **NOTICE TO POLICYHOLDERS TOTAL ASBESTOS EXCLUSION**

This Notice does not form a part of your insurance contract. No coverage is provided by this Notice, nor can it be construed to replace any provisions of your policy (including its endorsements). If there is any conflict between this Notice and the policy (including its endorsements), **the provisions of the policy (including its endorsements) shall prevail.**

The policy is endorsed with an exclusion relating to asbestos. As stated by the exclusion, the policy does not provide coverage for any actual or alleged injury, damage, payment, liability, loss, cost or expense of any kind resulting in whole or in part from asbestos.

## **PROPERTY INSPECTION FOR VALUATION AND UNDERWRITING NOTICE TO POLICYHOLDER**

Your professional insurance agent is dedicated to working with you to help make sure that you have the appropriate amount of coverage for your property. From time to time, we may order an inspection of your property to assist with the determination of whether the coverage on your property is adequate. We may also order an inspection to assist us in our underwriting process. Our inspection process may involve discussions with your agent, a phone discussion with you, inspecting and taking pictures of your property by third party service provider, a computerized analysis using a set of cost factors including labor and construction materials in your region, or a combination of these or other measures to help determine whether you have the appropriate amount of coverage for your property. It is necessary that you cooperate with us when we make a property inspection request. It is important to understand that the market value of your property and the replacement cost may differ significantly for many reasons, including that construction costs may differ significantly from region to region. We utilize third party vendors to provide us with inflation trend information for your region. We will also periodically apply automatic inflation adjustments to your coverage amounts to keep pace with regional inflation trends. If you have questions about the amount of your coverage compared to the replacement cost of your property, you should contact your agent. Also, if you made changes to your property during the policy period, or have information which you feel we should be aware of, such as the installation of upgraded fixtures or other changes or additions to the property which may have bearing on its value, you should contact your agent or us directly to provide such information. Although the responsibility for making sure your property is properly insured to its value rests with you, our property inspection and coverage evaluation program has been designed to assist you and your agent with this evaluation and to assist us in our underwriting process. Please refer to your issued policy for the coverage you are afforded.

# U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.



Policy Number  
CF1-ML-10003745-00

COMMON POLICY DECLARATIONS  
NOVA Casualty Company

440 Lincoln Street, Worcester, MA 01653

Item 1. Named Insured and Mailing Address

UNFORGETTABLE UNDERDOG RESCUE INC.  
PO BOX 372  
LITTLE CHUTE WI 54140-0372

Agent Name and Address

CHARITY FIRST INSURANCE SERVICES, INC.  
2121 N. CALIFORNIA BLVD. STE. 350  
WALNUT CREEK, CA 94596

Agent No. 51011

Item 2. Policy Period From: 01-22-2026 To: 01-22-2027

at 12:01 A.M., Standard Time at your mailing address shown above.

Item 3. Business Description:

Form of Business: NOT FOR PROFIT ORGANIZATION

Item 4. In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

This policy consists of the following coverage parts for which a premium is indicated. Where no premium is shown, there is no coverage. This premium may be subject to adjustment.

Coverage Part(s)	Premium
Commercial Property Coverage Part	\$ 356.00
Commercial General Liability Coverage Part	\$ 1,193.00
Crime and Fidelity Coverage Part	NOT COVERED
Commercial Inland Marine Coverage Part	NOT COVERED
Commercial Auto (Business or Motor Carrier) Coverage Part	NOT COVERED
Commercial Garage / Auto Dealers Coverage Part	NOT COVERED
Policy Writing Minimum Premium Retained: \$ 500	Total Policy Premium \$ 1,549.00

Item 5. Forms and Endorsements

Form(s) and Endorsement(s) made a part of this policy at time of issue:

See Schedule of Forms and Endorsements

Countersigned:

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Authorized Representative

THIS COMMON POLICY DECLARATION AND THE SUPPLEMENTAL DECLARATION(S), TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART(S), COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED POLICY.



**NOVA CASUALTY COMPANY**

440 Lincoln Street  
Worcester, MA 01653

**In Witness Whereof, NOVA Casualty Company has executed and attested these presents, and where required by law, has caused this Policy to be countersigned by its duly authorized Representative.**

A handwritten signature in cursive script, appearing to read "Charles F. Cronin".

---

Charles Frederick Cronin  
Corporate Secretary

A handwritten signature in cursive script, appearing to read "John C. Roche".

---

John C. Roche  
President



**Policy Number**  
CF1-ML-10003745-00

**SCHEDULE OF LOCATIONS**  
**NOVA Casualty Company**

Named Insured UNFORGETTABLE UNDERDOG RESCUE

Effective Date: 01-22-26  
12:01 A.M., Standard Time

Agent Name CHARITY FIRST INSURANCE SERVICES, INC.

Agent No. 51011

Loc. No.	Bldg. No.	Designated Locations (Address, City, State, Zip Code)	Occupancy
001	001	852 PLANK RD, MENASHA, WI 54952-2924	ANIMAL RESCUE
002	001	3431 N FRENCH RD, APPLETON, WI 54911-8938	STORAGE

## IMPORTANT NOTICE TO POLICYHOLDERS INSTALLMENT PLAN SCHEDULE OF FEES

This Notice does not form a part of your insurance contract. No coverage is provided by this Notice, nor can it be construed to be in addition to or replace any provisions of your policy, including its endorsements. If there is any conflict between this Notice and your policy, including its endorsements, the provisions of the policy, including its endorsements shall prevail.

You have elected to pay your premium on installments. The fees that pertain to your installment plan payments are shown below. When your account includes a policy or policies covering multiple states, the lowest applicable fee for any covered state will be charged. An account is defined as all policies listed on an invoice.

### **Invoice Fee**

An invoice fee will be charged whenever an invoice for payment is generated. The amount of the fee varies by state as shown below. Invoice fees are waived on accounts that are full-pay.

<b>Invoice Fee Schedule</b>	
State	Fee
<b>Florida</b>	<b>\$3.00</b>
<b>North Dakota, West Virginia</b>	<b>\$5.00</b>
<b>All Other States (not applicable in Alaska)</b>	<b>\$10.00</b>

In some states, an invoice fee may be defined as an installment fee or by some other term.

### **Late Fee**

If payment is not received by the due date, a notice of intent to cancel for nonpayment may be generated on each policy on your account. A late fee up to the amount shown below will apply per notice.

<b>Late Fee Schedule</b>	
State	Fee
<b>Florida, Maryland</b>	<b>\$10.00</b>
<b>Georgia</b>	<b>\$20.00</b>
<b>All Other States (not applicable in Kentucky, Massachusetts or West Virginia)</b>	<b>\$25.00</b>

Please note that partial payment will not suspend the cancellation process of your account.

### **Non-Sufficient Funds**

A return payment fee up to the amount shown below will be charged for any payment not accepted by your financial institution.

<b>Non-Sufficient Funds Schedule</b>	
State	Fee
<b>Florida</b>	<b>\$15.00</b>
<b>Maryland, West Virginia</b>	<b>\$25.00</b>
<b>All Other States</b>	<b>\$30.00</b>

### **Reinstatement Fee (not applicable in Florida, Maryland or West Virginia)**

If your policy is cancelled for nonpayment of premium, a reinstatement fee up to **\$20.00** may be charged to reinstate your policy should an offer of reinstatement be extended. Any premium and accrued charges due are payable and are not waived by the reinstatement.



**Policy Number**  
CF1-ML-10003745-00

**INSTALLMENT SCHEDULE**

**NOVA Casualty Company**

Named Insured UNFORGETTABLE UNDERDOG RESCUE

Effective Date: 01-22-26  
12:01 A.M., Standard Time

Agent Name CHARITY FIRST INSURANCE SERVICES, INC.

Agent No. 51011

**IT IS HEREBY AGREED AND UNDERSTOOD THAT THIS POLICY IS  
PAYABLE ON INSTALLMENTS AS FOLLOWS:**

**50% DEPOSIT / REMAINING INSTALLMENT DUE IN 6 MOS**

Failure to pay the Installment Premium by the Date Due shown shall constitute non-payment of premium for which we may cancel this policy.



Policy Number  
CF1-ML-10003745-00

SCHEDULE OF FORMS AND ENDORSEMENTS

NOVA Casualty Company

Named Insured UNFORGETTABLE UNDERDOG RESCUE

Effective Date: 01-22-26  
12:01 A.M., Standard Time

Agent Name CHARITY FIRST INSURANCE SERVICES, INC.

Agent No. 51011

COMMON POLICY FORMS AND ENDORSEMENTS

CO-DEC	10-13	COMMON POLICY DECLARATIONS
AIL 00 13	06-13	SIGNATURE PAGE NOVA CASUALTY
LOC-SCHED	01-97	SCHEDULE OF LOCATIONS
INSTSCHED	01-02	INSTALLMENT SCHEDULE
AIL 00 14	02-11	CONFORMITY WITH STATE STATUTES
AIL 00 15	02-11	TRADE OR ECONOMIC SANCTIONS ENDORSEMENT
AIL 00 33	10-11	TOTAL LEAD EXCLUSION
AIL 00 35	07-24	TOTAL ASBESTOS EXCLUSION
IL 00 17	11-98	COMMON POLICY CONDITIONS
IL 02 83	11-18	WISCONSIN CHANGES-CANC & NONRENL
IL 09 35	07-02	EXCL OF CERTAIN COMPUTER- RELATED LOSSES
IL 09 52	01-15	CAP/LOSSES FROM CERTIFIED ACTS OF TERROR
IL 00 21	09-08	NUCLEAR ENERGY LIABILITY EXCLUSION
IL 09 85	12-20	DISCLOSURE PURSUANT/TERROR RISK INS ACT

PROPERTY FORMS AND ENDORSEMENTS

PF-DEC	10-00	COMM PROPERTY COV PART SUPP DEC
CP 00 10	10-12	BUILDING & PERSONAL PROPERTY COVERAGE
CP 00 30	10-12	BUSINESS INCOME COVERAGE (&/EX EXP)
CP 00 90	07-88	COMMERCIAL PROPERTY CONDITIONS
CP 01 13	10-12	WISCONSIN CHANGES
CP 01 40	07-06	EXCL OF LOSS DUE TO VIRUS OR BACTERIA
CP 10 30	09-17	CAUSES OF LOSS - SPECIAL FORM
CP 10 75	12-20	CYBER INCIDENT EXCLUSION
ACP 02 49	08-21	PROPERTY ENH COV-NFP-ORG

GENERAL LIABILITY FORMS AND ENDORSEMENTS

GL-DEC	12-01	COMM GENERAL LIABILITY COVERAGE SUPP DEC
GL-SCHED	01-97	COMM GENERAL LIABILITY COVERAGE SCHEDULE
CG 00 01	04-13	COMMERCIAL GENERAL LIABILITY COV FORM
AGL 00 57	09-19	EXCLUSION-PUNITIVE DAMAGES
AGL 09 34	07-17	SOCIAL SERVICES-GENERAL LIABILITY EXTRA
CG 00 69	12-23	EXCL-VIOLATION OF LAW ADDR DATA PRIVACY
CG 01 24	01-93	WI CHANGES-AMENDMENT OF POL CONDITIONS
CG 21 06	12-23	EXCL-ACC/DISCL OF CONFI OR PERSONAL INFO
CG 21 09	06-15	EXCLUSION - UNMANNED AIRCRAFT
CG 21 32	05-09	COMMUNICABLE DISEASE EXCLUSION
CG 21 35	10-01	EXCL-COV C-MEDICAL PAYMENTS
CG 21 47	12-07	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG 21 55	09-99	TOTAL POLLUTION EXCL. WITH HOSTILE FIRE
CG 21 57	04-13	EXCLUSION-COUNSELING SERVICES
CG 21 58	04-13	EXCLUSION PROFESSIONAL VETERINARIAN SERV
CG 21 67	12-04	FUNGI OR BACTERIA EXCLUSION
CG 21 70	01-15	CAP LOSSES FROM CERTIF ACTS OF TERRORISM
CG 21 96	03-05	SILICA OR SILICA-RELATED DUST EXCLUSION
CG 40 29	09-22	SEXUAL ABUSE OR SEXUAL MOLESTATION EXCL
AGL 06 34	11-17	EXCLUSION DISCRIMINATION

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CONFORMITY WITH STATE STATUTES**

The following **Condition** is added to your policy to comply with, or otherwise respond to, the laws of multiple states. This endorsement applies to the extent your policy provides coverage for loss that results to or from your autos, employees, locations or operations in states other than the "controlling state" of your policy.

The term "controlling state" means the state that is listed on the Declarations for the First Named Insured. If there are no locations or operations for any coverage provided by your policy for the First Named Insured's state, the "controlling state" is the state that generates the highest premium on your policy.

### **CONFORMITY WITH STATE STATUTES**

- A.** The provisions of this policy conform to the minimum requirements of state laws and control over any conflicting statutes of any state in which you have autos, employees, locations or operations, on or after the effective date of this policy.
- B.** Any provision of this policy, including endorsements that modify the policy, which does not conform to the minimum requirements of a state's statutes, is amended to conform to such statute.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **TRADE OR ECONOMIC SANCTIONS ENDORSEMENT**

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims.

All other terms and conditions remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**TOTAL LEAD EXCLUSION**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART  
BUSINESSOWNERS COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART  
GARAGE COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MOTOR CARRIER COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

This insurance does not apply to any actual, alleged, or threatened, loss or damage of any kind whether directly or indirectly arising out of, resulting from, or related to, lead in any form, regardless of its purpose, usage, or condition, including but not limited to:

1. Any "bodily injury", "property damage", medical expense, or "personal and advertising injury";
2. Any cost or expense relating to the investigation or defense of any claim, loss, damage, "suit" or any other proceeding. We do not have any duty to defend any insured against anyone seeking damages;
3. Any cost or expense relating to any request, demand, or order, statutory or regulatory requirement, that any insured or others test for, monitor, clean up, remediate, encapsulate, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of lead; or
4. Any fines, penalties, or assessments of any kind.

This exclusion applies whether the loss or damage was existing prior to or occurring after the effective date of this policy.

All other terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## TOTAL ASBESTOS EXCLUSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART  
BUSINESSOWNERS COVERAGE FORM  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
AUTO DEALERS COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MOTOR CARRIER COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

This insurance does not apply to any actual, alleged, or threatened, loss or damage of any kind whether directly or indirectly arising out of, resulting from, or related to, asbestos in any form, regardless of its purpose, usage, or condition, including but not limited to:

1. Any "bodily injury", "property damage", medical expense, or "personal and advertising injury";
2. Any loss or damage to Covered Property;
3. Any loss or damage to Covered Auto;
4. Any cost or expense relating to the investigation or defense of any claim, loss, damage, "suit" or any other proceeding. We do not have any duty to

defend any insured against anyone making a claim, alleging loss or seeking damages;

5. Any cost or expense relating to any request, demand, or order, statutory or regulatory requirement, that any insured or others test for, monitor, clean up, remediate, encapsulate, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess, the effects of asbestos; or
6. Any fines, penalties, or assessments of any kind.

This exclusion applies whether the loss or damage was existing prior to or occurring after the effective date of this policy.

ALL OTHER POLICY TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

## COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

### A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

### C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

### D. Inspections And Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

### E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

### F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WISCONSIN CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
 COMMERCIAL AUTOMOBILE COVERAGE PART  
 COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 COMMERCIAL INLAND MARINE COVERAGE PART  
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART  
 COMMERCIAL PROPERTY COVERAGE PART  
 CRIME AND FIDELITY COVERAGE PART  
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
 EQUIPMENT BREAKDOWN COVERAGE PART  
 FARM COVERAGE PART  
 FARM UMBRELLA LIABILITY POLICY  
 LIQUOR LIABILITY COVERAGE PART  
 POLLUTION LIABILITY COVERAGE PART  
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**A.** Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:

**2.** We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 10 days before the effective date of cancellation.

If this policy has been in effect for less than 60 days and is not a renewal policy, we may cancel for any reason.

If this policy has been in effect for 60 days or more or is a renewal of a policy we issued, except as provided in Paragraph **7.** below, we may cancel this policy only for one or more of the following reasons:

- a.** The policy was obtained by material misrepresentation;
- b.** There has been a substantial change in the risk we originally assumed, except to the extent that we should have foreseen the change or considered the risk in writing the policy;
- c.** There have been substantial breaches of contractual duties, conditions or warranties; or

**d.** Nonpayment of premium.

If this policy has been in effect for 60 days or more or is a renewal of a policy we issued, the notice of cancellation will state the reason for cancellation.

**B.** The following is added to the **Cancellation** Common Policy Condition:

**7. Anniversary Cancellation**

If this policy is written for a term of more than one year or has no fixed expiration date, we may cancel this policy for any reason by mailing or delivering to the first Named Insured written notice of cancellation at least 60 days before the anniversary date of the policy. Such cancellation will be effective on the policy's anniversary date.

We may cancel this policy because of the termination of an insurance marketing intermediary's contract with us only if the notice of cancellation contains an offer to continue the policy with us if we receive a written request from the first Named Insured prior to the date of cancellation.

- C.** The following applies to the:  
 Capital Assets Program (Output Policy) Coverage Part  
 Commercial Inland Marine Coverage Part  
 Commercial Property Coverage Part  
 Crime And Fidelity Coverage Part  
 Equipment Breakdown Coverage Part  
 Farm Coverage Part

**1.** We may rescind this policy because of the following:

- a.** Misrepresentation made by you or on your behalf in the negotiation for or procurement of this Coverage Part, if the person knew or should have known that the representation was false;
- b.** Breach of affirmative warranty made by you or on your behalf in the negotiation for or procurement of this Coverage Part;
- c.** Failure of a condition before a loss if such failure exists at the time of loss; or
- d.** Breach of a promissory warranty if such breach exists at the time of loss.

**2.** We may not rescind this policy:

- a.** For the reasons in Paragraphs **C.1.a.** and **C.1.b.** unless:

- (1)** We rely on the misrepresentation or affirmative warranty and the misrepresentation or affirmative warranty is either material or made with intent to deceive; or
- (2)** The facts misrepresented or falsely warranted contribute to the loss.

- b.** For the reasons in Paragraphs **C.1.c.** and **C.1.d.** unless such failure or breach:

- (1)** Increases the risk at the time of loss; or
- (2)** Contributes to the loss.

**3.** If we elect to rescind this policy, we will notify the first Named Insured of our intention within 60 days after acquiring knowledge of sufficient facts to constitute grounds for rescission.

- D.** The following are added and supersede any other provisions to the contrary:

**1. Nonrenewal**

- a.** If we elect not to renew this policy we will mail or deliver written notice of nonrenewal to the first Named Insured's last mailing address known to us. We may elect not to renew for any reason; the notice will state the reason for nonrenewal. We will mail or deliver the notice at least 60 days before the expiration date of this policy.

We need not mail or deliver the notice if:

- (1)** You have insured elsewhere;
- (2)** You have accepted replacement coverage;
- (3)** You have requested or agreed to nonrenewal of this policy;
- (4)** This policy is renewed in an affiliate in compliance with WIS. STAT. § 631.39; or
- (5)** This policy is expressly designated as nonrenewable.

**b.** We may refuse to renew this policy because of the termination of an insurance marketing intermediary's contract with us only if the notice of nonrenewal contains an offer to renew the policy with us if we receive a written request from the first Named Insured prior to the renewal date.

**c.** If you fail to pay the renewal or continuation premium by the premium due date, this policy will terminate on the policy expiration or anniversary date, if we have:

- (1)** Given you written notice of the renewal or continuation premium not more than 75 days nor less than 10 days prior to the due date of the premium; and
- (2)** Stated clearly in the notice the effect of nonpayment of premium by the due date.

**2. Anniversary Alteration**

If this policy is written for a term of more than one year or has no fixed expiration date, we may alter the terms or premiums of this policy by mailing or delivering written notice of less favorable terms or premiums to the first Named Insured's last mailing address known to us. We will mail, by first class mail, or deliver this notice at least 60 days prior to the anniversary date.

If we notify the first Named Insured within 60 days prior to the anniversary date, the new terms or premiums will not take effect until 60 days after the notice was mailed or delivered. The notice will include a statement of the first Named Insured's right to cancel. The first Named Insured may elect to cancel the policy at any time during the 60-day period, in accordance with Paragraph **1.** of the Cancellation Common Policy Condition. If the first Named Insured elects to cancel the policy during the 60-day period, return premiums or additional premium charges will be calculated proportionately on the basis of the old premiums.

### 3. Renewal With Altered Terms

If we elect to renew this policy but on less favorable terms or at higher premiums, we will mail or deliver written notice of the new terms or premiums to the first Named Insured's last mailing address known to us. We will mail, by first class mail, or deliver this notice at least 60 days prior to the renewal date.

If we notify the first Named Insured within 60 days prior to the renewal date, the new terms or premiums will not take effect until 60 days after the notice was mailed or delivered. The notice will include a statement of the first Named Insured's right to cancel. The first Named Insured may elect to cancel the renewal policy at any time during the 60-day period, in accordance with Paragraph 1. of the Cancellation Common Policy Condition. If the first Named Insured elects to cancel the renewal policy during the 60-day period, return premiums or additional premium charges will be calculated proportionately on the basis of the old premiums.

We need not mail or deliver this notice if the only change adverse to you is a premium increase that:

- a. Is less than 25% and is generally applicable to the class of business to which this policy belongs; or
- b. Results from a change based on your action that alters the nature or extent of the risk insured against, including but not limited to a change in the classification or the units of exposure, or increased policy coverage.

### E. Special Provision – Cancellation And Nonrenewal

With respect to insurance provided under the Commercial Automobile Coverage Part, we will not cancel or refuse to renew Liability Coverage wholly or partially because of age, sex, residence, race, color, creed, religion, national origin, ancestry, marital status or occupation of anyone who is an insured.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES**

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
STANDARD PROPERTY POLICY

- A.** We will not pay for loss ("loss") or damage caused directly or indirectly by the following. Such loss ("loss") or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss ("loss") or damage.
- 1.** The failure, malfunction or inadequacy of:
    - a.** Any of the following, whether belonging to any insured or to others:
      - (1)** Computer hardware, including micro-processors;
      - (2)** Computer application software;
      - (3)** Computer operating systems and related software;
      - (4)** Computer networks;
      - (5)** Microprocessors (computer chips) not part of any computer system; or
      - (6)** Any other computerized or electronic equipment or components; or
    - b.** Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph **A.1.a.** of this endorsement;
 

due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times. An example is the inability of computer software to recognize the year 2000.
  - 2.** Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph **A.1.** of this endorsement.
- B.** If an excluded Cause of Loss as described in Paragraph **A.** of this endorsement results:
- 1.** In a Covered Cause of Loss under the Crime and Fidelity Coverage Part, the Commercial Inland Marine Coverage Part or the Standard Property Policy; or
  - 2.** Under the Commercial Property Coverage Part:
    - a.** In a "Specified Cause of Loss", or in elevator collision resulting from mechanical breakdown, under the Causes of Loss - Special Form; or
    - b.** In a Covered Cause of Loss under the Causes Of Loss - Basic Form or the Causes Of Loss - Broad Form;
 

we will pay only for the loss ("loss") or damage caused by such "Specified Cause of Loss", elevator collision, or Covered Cause of Loss.
- C.** We will not pay for repair, replacement or modification of any items in Paragraphs **A.1.a.** and **A.1.b.** of this endorsement to correct any deficiencies or change any features.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART  
 COMMERCIAL INLAND MARINE COVERAGE PART  
 COMMERCIAL PROPERTY COVERAGE PART  
 EQUIPMENT BREAKDOWN COVERAGE PART  
 FARM COVERAGE PART  
 STANDARD PROPERTY POLICY

### **A. Cap On Certified Terrorism Losses**

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

### **B. Application Of Exclusions**

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT**

**(Broad Form)**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

**1. The insurance does not apply:**

**A. Under any Liability Coverage, to "bodily injury" or "property damage":**

- (1)** With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2)** Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

**B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.**

**C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:**

- (1)** The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;
- (2)** The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3)** The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

**2. As used in this endorsement:**

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

- (c)** Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- (d)** Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

**THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.**

## **DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT**

### **SCHEDULE**

<b>SCHEDULE – PART I</b>	
<b>Terrorism Premium (Certified Acts)</b>	\$16.00
<b>This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies):</b>	
General Liability	
Property	
 <b>Additional information, if any, concerning the terrorism premium:</b>	
<b>SCHEDULE – PART II</b>	
<b>Federal share of terrorism losses</b>	<b>80 %</b>
(Refer to Paragraph <b>B.</b> in this endorsement.)	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Disclosure Of Premium**

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

**B. Disclosure Of Federal Participation In Payment Of Terrorism Losses**

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

**C. Cap On Insurer Participation In Payment Of Terrorism Losses**

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

# COMMERCIAL PROPERTY COVERAGE PART – REVISION OF MULTISTATE FORMS AND ENDORSEMENTS ADVISORY NOTICE TO POLICYHOLDERS

This Notice, which summarizes the major changes in your Commercial Property insurance, does not form part of your policy. No coverage is provided by this Notice nor can it be construed to replace any provision of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided. If there is any conflict between the Policy and this Notice, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

The areas within the policy that broaden or reduce coverage, and other changes, are highlighted below. This Notice does not reference every editorial change made in your policy.

The material in this Notice makes reference to form and endorsement numbers; **however, not all forms and endorsements are included in a particular policy.**

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## BROADENING OF COVERAGE

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- **Water Damage (CP 10 30)**

Causes Of Loss – Special Form **CP 10 30** excludes wear and tear, but provides that, if wear and tear results in a "specified cause of loss", such resulting loss is covered. "Specified causes of loss", a defined term, includes, in part, accidental discharge or leakage of water or waterborne material as the direct result of the breaking apart or cracking of a water or sewer pipe under certain circumstances.

The language relating to such incidents is revised to include reference to the section of pipe that is connected to certain off-premises water supply or sewer systems. Further, the language is revised to remove reference to municipal systems in favor of reference to potable water supply systems and sanitary sewer systems operated by a public or private utility service provider pursuant to authority granted by the state or governmental subdivision where the described premises are located.

- **Building Items Coverage Under A Tenant's Policy (CP 14 01, CP 14 02)**

The following endorsements address the situation in which a commercial tenant has a contractual obligation under the lease agreement for their rental space, to insure (or assume responsibility for reimbursement of damage to) certain property that is part of the building.

- Endorsement **CP 14 01** broadens coverage under a tenant's policy by adding certain building items as insured property. Insured building property is described in the Schedule of this endorsement.
- Endorsement **CP 14 02** broadens coverage under a tenant's policy by adding a specified category or categories of building property as insured property, in accordance with the terms of the endorsement.

**Note:** If your policy previously covered building glass under Endorsement **CP 14 70**, such coverage, if continued, will now be provided under either Endorsement **CP 14 01** or **CP 14 02**.

- **Burglary And Robbery Protective Safeguards (CP 12 11)**

This endorsement generally requires the insured to notify the insurer of suspension or impairment of a protective system. An exception to that requirement provides that notification is not necessary with respect to suspension or impairment of an automatic burglary alarm or other automatic system if protection can be restored within 48 hours and the insured provides at least one watchperson or other means of surveillance during non-work hours and whenever the premises are otherwise unoccupied (and during work hours if so required in the Schedule).

- **Ordinance Or Law Coverage – Post-Loss Change To Building Code (CP 04 05, CP 04 38, CP 15 31)**

The Post-Loss Ordinance Or Law Option, if made applicable via the Schedule of this endorsement(s), broadens Ordinance Or Law Coverage by including an ordinance or law that is promulgated or revised after a loss but prior to commencement of reconstruction or repair, provided such ordinance or law requires compliance as a condition precedent to obtaining a building permit or certificate of occupancy.

- **Ordinance Or Law Coverage For Tenant's Interest In Improvements And Betterments (Tenant's Policy) (CP 04 26)**

New Endorsement **CP 04 26** provides Ordinance Or Law Coverage under a tenant's policy for improvements and betterments. Coverage(s) **A, B** and/or **C** apply in accordance with entry in the Schedule of this endorsement. This endorsement contains the Post-Loss Ordinance Or Law Option described above.

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## **CONDITIONAL: BROADENING OR REDUCTION OF COVERAGE, OR NO IMPACT**

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- **Utility Services – Time Element (CP 15 45)**

Business interruption policy Forms **CP 00 30** (Business Income And Extra Expense Coverage Form) and **CP 00 32** (Business Income Without Extra Expense Coverage Form) provide for a 72-hour "waiting" period prior to inception of the period of restoration for Business Income losses by means of a period of restoration definition, which also applies to utility services coverage under Endorsement **CP 15 45**. (Alternately, some business interruption policies might be written with no waiting period or a 24-hour waiting period, instead of 72 hours.)

As revised, the Schedule of Endorsement **CP 15 45** provides for entry of an independent waiting period for Business Income losses arising from utility services interruption, that is, a waiting period which could be different from the policy's waiting period. One of the following waiting periods apply to Business Income coverage under Endorsement **CP 15 45**, subject to entry in the Schedule of that endorsement: no-waiting-period; 12 hours; 24 hours; 48 hours; 72 hours; 96 hours; 120 hours; 144 hours; 168 hours. Accordingly, coverage under Endorsement **CP 15 45** is impacted as follows:

There is no impact on coverage with respect to continuation of the 72-hour base waiting period.

There is no impact on coverage with respect to continuation of the 24-hour waiting period and no-waiting-period, for policies that were previously written with those same periods.

The new 12-hour waiting period and 48-hour waiting period would broaden Business Income utility services coverage that was previously written subject to the 72-hour base waiting period.

The new waiting periods of 96, 120, 144 and 168 hours would reduce Business Income utility services coverage that was previously written subject to the 72-hour base waiting period.

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## **REDUCTION OF COVERAGE**

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- **Protective Safeguards (CP 04 11)**

A new condition is added to Paragraph **A.**: An automatic fire alarm or other automatic system listed in the Schedule must be actively engaged and maintained in the "on" position at all times. This explicit requirement recognizes that a protective safeguard that is not activated does not provide protection and as such does not fulfill the expectation that is integral to our acceptance of the risk.

**NOTE TO INSURER:** The additional condition is consistent with our understanding of the traditional application of this endorsement. However, with respect to insurers that have provided coverage in situations in which protective systems were in working order but not actively engaged, the explicit requirement for active engagement represents a potential reduction in coverage.

- **Burglary And Robbery Protective Safeguards (CP 12 11)**

A new condition is added to Paragraph **A.**: An automatic burglary alarm or other automatic system listed in the Schedule must be actively engaged and maintained in the "on" position during all non-work hours and whenever the premises are unoccupied. This explicit requirement recognizes that a protective safeguard that is not activated does not provide protection and as such does not fulfill the expectation that is integral to our acceptance of the risk.

A related condition enables use of the Schedule to specify additional requirements for activation of an automatic burglary alarm or other automatic system, or parts thereof. For example, some establishments might have valuable property that is to be protected even during business hours.

**NOTE TO INSURER:** The additional condition is consistent with our understanding of the traditional application of this endorsement. However, with respect to insurers that have provided coverage in situations in which protective systems were in working order but not actively engaged, the explicit requirement for active engagement represents a potential reduction in coverage.

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## OTHER CHANGES

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- **Protective Safeguards (CP 04 11) and Burglary And Robbery Protective Safeguards (CP 12 11)**

These endorsements are reformatted. The requirements that were previously addressed in exclusions in Paragraph **B.** were moved to Paragraph **A.** New Paragraph **B.** restates the exclusions as failure to comply with the conditions set forth in Paragraph **A.**

- **Ordinance Or Law Coverage (CP 04 05)**

Coverage **A** (loss to the undamaged portion of the building) is included within the Limit of Insurance that applies to the building. In the Coverage **A** grant and in the Loss Payment provisions addressing Coverage **A**, reference to the Limit of Insurance is elaborated upon to recognize that the building limit might appear in the Declarations or elsewhere in the policy. Further, the aforementioned Loss Payment clause is revised to explicitly convey the information that the building limit in the event of earthquake or flood loss (if such perils are endorsed to the policy) may be lower than the limit that otherwise applies. Such elaboration is being made in light of the fact that it is not uncommon in the marketplace for earthquake and flood, if covered, to be written at a sub-limit.

Editorial revisions and changes to format are made throughout Endorsement **CP 04 05** to accommodate the new Post-Loss Ordinance Or Law Option and enhance the flow of text. In some areas, reference to property is replaced with reference to the building to more precisely reference the subject of coverage. Further, the provision in Paragraph **B.7.** previously appeared in Paragraph **G.**

- **Functional Building Valuation (CP 04 38)**

Editorial revisions and changes to format are made in the sections of Endorsement **CP 04 38** that address Ordinance Or Law Coverage, to accommodate the new Post-Loss Ordinance Or Law Option and enhance the flow of text.

- **Ordinance Or Law – Increased Period Of Restoration (CP 15 31)**

Endorsement **CP 15 31** is revised to align the description of an ordinance or law with the description in Endorsement **CP 04 05.** Further, certain references to property are replaced with reference to the building to reflect the subject of the ordinance or law.

The coverage grant in **CP 15 31** is streamlined by referring to a suspension of operations covered under the policy and incorporating the substance of what was previously the closing paragraph of the period of restoration definition in this endorsement. That definition is eliminated within Endorsement **CP 15 31** as the remaining portion is identical to that in the underlying policy.



**COMMERCIAL PROPERTY COVERAGE PART  
SUPPLEMENTAL DECLARATIONS  
NOVA Casualty Company**

**Policy Number  
CF1-ML-10003745-00**

Named Insured UNFORGETTABLE UNDERDOG RESCUE

Effective Date: 01-22-26  
12:01 A.M., Standard Time

Agent Name CHARITY FIRST INSURANCE SERVICES, INC.

Agent No. 51011

**Item 1. Business Description:**

**Item 2. Premises Described: See Schedule of Locations**

**Item 3. \$500 Deductible unless otherwise indicated.**

**Item 4. Coverage Provided**

Loc. No.	Bldg. No.	Coverage	Limit of Insurance	Covered Causes of Loss	Coins.
002	001	BUSINESS PERS PROP FRAME	\$ 40,000	SPECIAL	80

**Other Provisions**

**Agreed Value:** Expires:  **Replacement Cost**  
 Business Income Indemnity: Monthly Limit: Period: Maximum  Inflation Guard: %  
 Reporting Extended Days BI Media  
 Extension of Recovery Period: Months  
 Deductible: \$ 1,000 Earthquake Deductible: Exceptions

If Earthquake Sublimit applies see CP DS 06 for Limits.

Loc. No.	Bldg. No.	Coverage	Limit of Insurance	Covered Causes of Loss	Coins.

**Other Provisions**

**Agreed Value:** Expires:  **Replacement Cost**  
 Business Income Indemnity: Monthly Limit: Period: Maximum  Inflation Guard: %  
 Reporting Extended Days BI Media  
 Extension of Recovery Period: Months  
 Deductible: Earthquake Deductible: Exceptions

If Earthquake Sublimit applies see CP DS 06 for Limits.

Loc. No.	Bldg. No.	Coverage	Limit of Insurance	Covered Causes of Loss	Coins.

**Other Provisions**

**Agreed Value:** Expires:  **Replacement Cost**  
 Business Income Indemnity: Monthly Limit: Period: Maximum  Inflation Guard: %  
 Reporting Extended Days BI Media  
 Extension of Recovery Period: Months  
 Deductible: Earthquake Deductible: Exceptions

If Earthquake Sublimit applies see CP DS 06 for Limits.

**Item 5. Forms and Endorsements**

Form(s) and Endorsement(s) made a part of this policy at time of issue:

**See Schedule of Forms and Endorsements**

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

## BUILDING AND PERSONAL PROPERTY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **H. Definitions**.

### A. Coverage

We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss.

#### 1. Covered Property

Covered Property, as used in this Coverage Part, means the type of property described in this section, **A.1.**, and limited in **A.2.** Property Not Covered, if a Limit Of Insurance is shown in the Declarations for that type of property.

**a. Building**, meaning the building or structure described in the Declarations, including:

- (1) Completed additions;
- (2) Fixtures, including outdoor fixtures;
- (3) Permanently installed:
  - (a) Machinery; and
  - (b) Equipment;
- (4) Personal property owned by you that is used to maintain or service the building or structure or its premises, including:
  - (a) Fire-extinguishing equipment;
  - (b) Outdoor furniture;
  - (c) Floor coverings; and
  - (d) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering;
- (5) If not covered by other insurance:
  - (a) Additions under construction, alterations and repairs to the building or structure;
  - (b) Materials, equipment, supplies and temporary structures, on or within 100 feet of the described premises, used for making additions, alterations or repairs to the building or structure.

#### b. Your Business Personal Property

consists of the following property located in or on the building or structure described in the Declarations or in the open (or in a vehicle) within 100 feet of the building or structure or within 100 feet of the premises described in the Declarations, whichever distance is greater:

- (1) Furniture and fixtures;
- (2) Machinery and equipment;
- (3) "Stock";
- (4) All other personal property owned by you and used in your business;
- (5) Labor, materials or services furnished or arranged by you on personal property of others;
- (6) Your use interest as tenant in improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:
  - (a) Made a part of the building or structure you occupy but do not own; and
  - (b) You acquired or made at your expense but cannot legally remove;
- (7) Leased personal property for which you have a contractual responsibility to insure, unless otherwise provided for under Personal Property Of Others.

#### c. Personal Property Of Others that is:

- (1) In your care, custody or control; and
- (2) Located in or on the building or structure described in the Declarations or in the open (or in a vehicle) within 100 feet of the building or structure or within 100 feet of the premises described in the Declarations, whichever distance is greater.

However, our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

## 2. Property Not Covered

Covered Property does not include:

- a. Accounts, bills, currency, food stamps or other evidences of debt, money, notes or securities. Lottery tickets held for sale are not securities;
- b. Animals, unless owned by others and boarded by you, or if owned by you, only as "stock" while inside of buildings;
- c. Automobiles held for sale;
- d. Bridges, roadways, walks, patios or other paved surfaces;
- e. Contraband, or property in the course of illegal transportation or trade;
- f. The cost of excavations, grading, backfilling or filling;
- g. Foundations of buildings, structures, machinery or boilers if their foundations are below:
  - (1) The lowest basement floor; or
  - (2) The surface of the ground, if there is no basement;
- h. Land (including land on which the property is located), water, growing crops or lawns (other than lawns which are part of a vegetated roof);
- i. Personal property while airborne or waterborne;
- j. Bulkheads, pilings, piers, wharves or docks;
- k. Property that is covered under another coverage form of this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance;
- l. Retaining walls that are not part of a building;
- m. Underground pipes, flues or drains;
- n. Electronic data, except as provided under the Additional Coverage, Electronic Data. Electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data. This paragraph, **n.**, does not apply to your "stock" of prepackaged software, or to electronic data which is integrated in and operates or controls the building's elevator, lighting, heating, ventilation, air conditioning or security system;
- o. The cost to replace or restore the information on valuable papers and records, including those which exist as electronic data. Valuable papers and records include but are not limited to proprietary information, books of account, deeds, manuscripts, abstracts, drawings and card index systems. Refer to the Coverage Extension for Valuable Papers And Records (Other Than Electronic Data) for limited coverage for valuable papers and records other than those which exist as electronic data;
- p. Vehicles or self-propelled machines (including aircraft or watercraft) that:
  - (1) Are licensed for use on public roads; or
  - (2) Are operated principally away from the described premises.This paragraph does not apply to:
  - (a) Vehicles or self-propelled machines or autos you manufacture, process or warehouse;

- (b) Vehicles or self-propelled machines, other than autos, you hold for sale;
  - (c) Rowboats or canoes out of water at the described premises; or
  - (d) Trailers, but only to the extent provided for in the Coverage Extension for Non-owned Detached Trailers; or
- q. The following property while outside of buildings:
- (1) Grain, hay, straw or other crops;
  - (2) Fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, trees, shrubs or plants (other than trees, shrubs or plants which are "stock" or are part of a vegetated roof), all except as provided in the Coverage Extensions.

### 3. Covered Causes Of Loss

See applicable Causes Of Loss form as shown in the Declarations.

### 4. Additional Coverages

#### a. Debris Removal

- (1) Subject to Paragraphs (2), (3) and (4), we will pay your expense to remove debris of Covered Property and other debris that is on the described premises, when such debris is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.
- (2) Debris Removal does not apply to costs to:
  - (a) Remove debris of property of yours that is not insured under this policy, or property in your possession that is not Covered Property;
  - (b) Remove debris of property owned by or leased to the landlord of the building where your described premises are located, unless you have a contractual responsibility to insure such property and it is insured under this policy;
  - (c) Remove any property that is Property Not Covered, including property addressed under the Outdoor Property Coverage Extension;

- (d) Remove property of others of a type that would not be Covered Property under this Coverage Form;
  - (e) Remove deposits of mud or earth from the grounds of the described premises;
  - (f) Extract "pollutants" from land or water; or
  - (g) Remove, restore or replace polluted land or water.
- (3) Subject to the exceptions in Paragraph (4), the following provisions apply:
- (a) The most we will pay for the total of direct physical loss or damage plus debris removal expense is the Limit of Insurance applicable to the Covered Property that has sustained loss or damage.
  - (b) Subject to (a) above, the amount we will pay for debris removal expense is limited to 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage. However, if no Covered Property has sustained direct physical loss or damage, the most we will pay for removal of debris of other property (if such removal is covered under this Additional Coverage) is \$5,000 at each location.
- (4) We will pay up to an additional \$25,000 for debris removal expense, for each location, in any one occurrence of physical loss or damage to Covered Property, if one or both of the following circumstances apply:
- (a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage.
  - (b) The actual debris removal expense exceeds 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

Therefore, if **(4)(a)** and/or **(4)(b)** applies, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus \$25,000.

**(5) Examples**

The following examples assume that there is no Coinsurance penalty.

**Example 1**

Limit of Insurance:	\$ 90,000
Amount of Deductible:	\$ 500
Amount of Loss:	\$ 50,000
Amount of Loss Payable:	\$ 49,500
	(\$50,000 – \$500)
Debris Removal Expense:	\$ 10,000
Debris Removal Expense Payable:	\$ 10,000
	(\$10,000 is 20% of \$50,000.)

The debris removal expense is less than 25% of the sum of the loss payable plus the deductible. The sum of the loss payable and the debris removal expense (\$49,500 + \$10,000 = \$59,500) is less than the Limit of Insurance. Therefore, the full amount of debris removal expense is payable in accordance with the terms of Paragraph **(3)**.

**Example 2**

Limit of Insurance:	\$ 90,000
Amount of Deductible:	\$ 500
Amount of Loss:	\$ 80,000
Amount of Loss Payable:	\$ 79,500
	(\$80,000 – \$500)
Debris Removal Expense:	\$ 40,000
Debris Removal Expense Payable	
Basic Amount:	\$ 10,500
Additional Amount:	\$ 25,000

The basic amount payable for debris removal expense under the terms of Paragraph **(3)** is calculated as follows: \$80,000 (\$79,500 + \$500) x .25 = \$20,000, capped at \$10,500. The cap applies because the sum of the loss payable (\$79,500) and the basic amount payable for debris removal expense (\$10,500) cannot exceed the Limit of Insurance (\$90,000).

The additional amount payable for debris removal expense is provided in accordance with the terms of Paragraph **(4)**, because the debris removal expense (\$40,000) exceeds 25% of the loss payable plus the deductible (\$40,000 is 50% of \$80,000), and because the sum of the loss payable and debris removal expense (\$79,500 + \$40,000 = \$119,500) would exceed the Limit of Insurance (\$90,000). The additional amount of covered debris removal expense is \$25,000, the maximum payable under Paragraph **(4)**. Thus, the total payable for debris removal expense in this example is \$35,500; \$4,500 of the debris removal expense is not covered.

**b. Preservation Of Property**

If it is necessary to move Covered Property from the described premises to preserve it from loss or damage by a Covered Cause of Loss, we will pay for any direct physical loss or damage to that property:

- (1)** While it is being moved or while temporarily stored at another location; and
- (2)** Only if the loss or damage occurs within 30 days after the property is first moved.

**c. Fire Department Service Charge**

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$1,000 for service at each premises described in the Declarations, unless a higher limit is shown in the Declarations. Such limit is the most we will pay regardless of the number of responding fire departments or fire units, and regardless of the number or type of services performed.

This Additional Coverage applies to your liability for fire department service charges:

- (1)** Assumed by contract or agreement prior to loss; or
- (2)** Required by local ordinance.

No Deductible applies to this Additional Coverage.

**d. Pollutant Clean-up And Removal**

We will pay your expense to extract "pollutants" from land or water at the described premises if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The most we will pay under this Additional Coverage for each described premises is \$10,000 for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12-month period of this policy.

**e. Increased Cost Of Construction**

- (1) This Additional Coverage applies only to buildings to which the Replacement Cost Optional Coverage applies.
- (2) In the event of damage by a Covered Cause of Loss to a building that is Covered Property, we will pay the increased costs incurred to comply with the minimum standards of an ordinance or law in the course of repair, rebuilding or replacement of damaged parts of that property, subject to the limitations stated in e.(3) through e.(9) of this Additional Coverage.
- (3) The ordinance or law referred to in e.(2) of this Additional Coverage is an ordinance or law that regulates the construction or repair of buildings or establishes zoning or land use requirements at the described premises and is in force at the time of loss.
- (4) Under this Additional Coverage, we will not pay any costs due to an ordinance or law that:
  - (a) You were required to comply with before the loss, even when the building was undamaged; and
  - (b) You failed to comply with.

(5) Under this Additional Coverage, we will not pay for:

- (a) The enforcement of or compliance with any ordinance or law which requires demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or
- (b) Any costs associated with the enforcement of or compliance with an ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot or bacteria.

(6) The most we will pay under this Additional Coverage, for each described building insured under this Coverage Form, is \$10,000 or 5% of the Limit of Insurance applicable to that building, whichever is less. If a damaged building is covered under a blanket Limit of Insurance which applies to more than one building or item of property, then the most we will pay under this Additional Coverage, for that damaged building, is the lesser of \$10,000 or 5% times the value of the damaged building as of the time of loss times the applicable Coinsurance percentage.

The amount payable under this Additional Coverage is additional insurance.

(7) With respect to this Additional Coverage:

- (a) We will not pay for the Increased Cost of Construction:
  - (i) Until the property is actually repaired or replaced at the same or another premises; and
  - (ii) Unless the repair or replacement is made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.

- (b) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the Increased Cost of Construction, subject to the provisions of **e.(6)** of this Additional Coverage, is the increased cost of construction at the same premises.
- (c) If the ordinance or law requires relocation to another premises, the most we will pay for the Increased Cost of Construction, subject to the provisions of **e.(6)** of this Additional Coverage, is the increased cost of construction at the new premises.
- (8) This Additional Coverage is not subject to the terms of the Ordinance Or Law Exclusion to the extent that such Exclusion would conflict with the provisions of this Additional Coverage.
- (9) The costs addressed in the Loss Payment and Valuation Conditions and the Replacement Cost Optional Coverage, in this Coverage Form, do not include the increased cost attributable to enforcement of or compliance with an ordinance or law. The amount payable under this Additional Coverage, as stated in **e.(6)** of this Additional Coverage, is not subject to such limitation.

**f. Electronic Data**

- (1) Under this Additional Coverage, electronic data has the meaning described under Property Not Covered, Electronic Data. This Additional Coverage does not apply to your "stock" of prepackaged software, or to electronic data which is integrated in and operates or controls the building's elevator, lighting, heating, ventilation, air conditioning or security system.
  - (2) Subject to the provisions of this Additional Coverage, we will pay for the cost to replace or restore electronic data which has been destroyed or corrupted by a Covered Cause of Loss. To the extent that electronic data is not replaced or restored, the loss will be valued at the cost of replacement of the media on which the electronic data was stored, with blank media of substantially identical type.
- (3) The Covered Causes of Loss applicable to Your Business Personal Property apply to this Additional Coverage, Electronic Data, subject to the following:
    - (a) If the Causes Of Loss – Special Form applies, coverage under this Additional Coverage, Electronic Data, is limited to the "specified causes of loss" as defined in that form and Collapse as set forth in that form.
    - (b) If the Causes Of Loss – Broad Form applies, coverage under this Additional Coverage, Electronic Data, includes Collapse as set forth in that form.
    - (c) If the Causes Of Loss form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under this Additional Coverage, Electronic Data.
    - (d) The Covered Causes of Loss include a virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for loss or damage caused by or resulting from manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, modify, maintain, repair or replace that system.

- (4) The most we will pay under this Additional Coverage, Electronic Data, is \$2,500 (unless a higher limit is shown in the Declarations) for all loss or damage sustained in any one policy year, regardless of the number of occurrences of loss or damage or the number of premises, locations or computer systems involved. If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss or damage sustained in but not after that policy year. With respect to an occurrence which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.

## 5. Coverage Extensions

Except as otherwise provided, the following Extensions apply to property located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises.

If a Coinsurance percentage of 80% or more, or a Value Reporting period symbol, is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows:

### a. Newly Acquired Or Constructed Property

#### (1) Buildings

If this policy covers Building, you may extend that insurance to apply to:

- (a) Your new buildings while being built on the described premises; and
- (b) Buildings you acquire at locations, other than the described premises, intended for:
  - (i) Similar use as the building described in the Declarations; or
  - (ii) Use as a warehouse.

The most we will pay for loss or damage under this Extension is \$250,000 at each building.

## (2) Your Business Personal Property

- (a) If this policy covers Your Business Personal Property, you may extend that insurance to apply to:
  - (i) Business personal property, including such property that you newly acquire, at any location you acquire other than at fairs, trade shows or exhibitions; or
  - (ii) Business personal property, including such property that you newly acquire, located at your newly constructed or acquired buildings at the location described in the Declarations.

The most we will pay for loss or damage under this Extension is \$100,000 at each building.

- (b) This Extension does not apply to:
  - (i) Personal property of others that is temporarily in your possession in the course of installing or performing work on such property; or
  - (ii) Personal property of others that is temporarily in your possession in the course of your manufacturing or wholesaling activities.

## (3) Period Of Coverage

With respect to insurance provided under this Coverage Extension for Newly Acquired Or Constructed Property, coverage will end when any of the following first occurs:

- (a) This policy expires;
- (b) 30 days expire after you acquire the property or begin construction of that part of the building that would qualify as covered property; or
- (c) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property or begin construction of that part of the building that would qualify as covered property.

**b. Personal Effects And Property Of Others**

You may extend the insurance that applies to Your Business Personal Property to apply to:

- (1) Personal effects owned by you, your officers, your partners or members, your managers or your employees. This Extension does not apply to loss or damage by theft.
- (2) Personal property of others in your care, custody or control.

The most we will pay for loss or damage under this Extension is \$2,500 at each described premises. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

**c. Valuable Papers And Records (Other Than Electronic Data)**

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to the cost to replace or restore the lost information on valuable papers and records for which duplicates do not exist. But this Extension does not apply to valuable papers and records which exist as electronic data. Electronic data has the meaning described under Property Not Covered, Electronic Data.
- (2) If the Causes Of Loss – Special Form applies, coverage under this Extension is limited to the "specified causes of loss" as defined in that form and Collapse as set forth in that form.
- (3) If the Causes Of Loss – Broad Form applies, coverage under this Extension includes Collapse as set forth in that form.
- (4) Under this Extension, the most we will pay to replace or restore the lost information is \$2,500 at each described premises, unless a higher limit is shown in the Declarations. Such amount is additional insurance. We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist) and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit of Insurance on Your Business Personal Property and, therefore, coverage of such costs is not additional insurance.

**d. Property Off-premises**

- (1) You may extend the insurance provided by this Coverage Form to apply to your Covered Property while it is away from the described premises, if it is:
  - (a) Temporarily at a location you do not own, lease or operate;
  - (b) In storage at a location you lease, provided the lease was executed after the beginning of the current policy term; or
  - (c) At any fair, trade show or exhibition.
- (2) This Extension does not apply to property:
  - (a) In or on a vehicle; or
  - (b) In the care, custody or control of your salespersons, unless the property is in such care, custody or control at a fair, trade show or exhibition.
- (3) The most we will pay for loss or damage under this Extension is \$10,000.

**e. Outdoor Property**

You may extend the insurance provided by this Coverage Form to apply to your outdoor fences, radio and television antennas (including satellite dishes), trees, shrubs and plants (other than trees, shrubs or plants which are "stock" or are part of a vegetated roof), including debris removal expense, caused by or resulting from any of the following causes of loss if they are Covered Causes of Loss:

- (1) Fire;
- (2) Lightning;
- (3) Explosion;
- (4) Riot or Civil Commotion; or
- (5) Aircraft.

The most we will pay for loss or damage under this Extension is \$1,000, but not more than \$250 for any one tree, shrub or plant. These limits apply to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

Subject to all aforementioned terms and limitations of coverage, this Coverage Extension includes the expense of removing from the described premises the debris of trees, shrubs and plants which are the property of others, except in the situation in which you are a tenant and such property is owned by the landlord of the described premises.

**f. Non-owned Detached Trailers**

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to loss or damage to trailers that you do not own, provided that:
  - (a) The trailer is used in your business;
  - (b) The trailer is in your care, custody or control at the premises described in the Declarations; and
  - (c) You have a contractual responsibility to pay for loss or damage to the trailer.
- (2) We will not pay for any loss or damage that occurs:
  - (a) While the trailer is attached to any motor vehicle or motorized conveyance, whether or not the motor vehicle or motorized conveyance is in motion;
  - (b) During hitching or unhitching operations, or when a trailer becomes accidentally unhitched from a motor vehicle or motorized conveyance.
- (3) The most we will pay for loss or damage under this Extension is \$5,000, unless a higher limit is shown in the Declarations.
- (4) This insurance is excess over the amount due (whether you can collect on it or not) from any other insurance covering such property.

**g. Business Personal Property Temporarily In Portable Storage Units**

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to such property while temporarily stored in a portable storage unit (including a detached trailer) located within 100 feet of the building or structure described in the Declarations or within 100 feet of the premises described in the Declarations, whichever distance is greater.

- (2) If the applicable Covered Causes of Loss form or endorsement contains a limitation or exclusion concerning loss or damage from sand, dust, sleet, snow, ice or rain to property in a structure, such limitation or exclusion also applies to property in a portable storage unit.
- (3) Coverage under this Extension:
  - (a) Will end 90 days after the business personal property has been placed in the storage unit;
  - (b) Does not apply if the storage unit itself has been in use at the described premises for more than 90 consecutive days, even if the business personal property has been stored there for 90 or fewer days as of the time of loss or damage.
- (4) Under this Extension, the most we will pay for the total of all loss or damage to business personal property is \$10,000 (unless a higher limit is indicated in the Declarations for such Extension) regardless of the number of storage units. Such limit is part of, not in addition to, the applicable Limit of Insurance on Your Business Personal Property. Therefore, payment under this Extension will not increase the applicable Limit of Insurance on Your Business Personal Property.
- (5) This Extension does not apply to loss or damage otherwise covered under this Coverage Form or any endorsement to this Coverage Form or policy, and does not apply to loss or damage to the storage unit itself.

Each of these Extensions is additional insurance unless otherwise indicated. The Additional Condition, Coinsurance, does not apply to these Extensions.

**B. Exclusions And Limitations**

See applicable Causes Of Loss form as shown in the Declarations.

**C. Limits Of Insurance**

The most we will pay for loss or damage in any one occurrence is the applicable Limit Of Insurance shown in the Declarations.

The most we will pay for loss or damage to outdoor signs, whether or not the sign is attached to a building, is \$2,500 per sign in any one occurrence.

The amounts of insurance stated in the following Additional Coverages apply in accordance with the terms of such coverages and are separate from the Limit(s) Of Insurance shown in the Declarations for any other coverage:

1. Fire Department Service Charge;
2. Pollutant Clean-up And Removal;
3. Increased Cost Of Construction; and
4. Electronic Data.

Payments under the Preservation Of Property Additional Coverage will not increase the applicable Limit of Insurance.

**D. Deductible**

In any one occurrence of loss or damage (hereinafter referred to as loss), we will first reduce the amount of loss if required by the Coinsurance Condition or the Agreed Value Optional Coverage. If the adjusted amount of loss is less than or equal to the Deductible, we will not pay for that loss. If the adjusted amount of loss exceeds the Deductible, we will then subtract the Deductible from the adjusted amount of loss and will pay the resulting amount or the Limit of Insurance, whichever is less.

When the occurrence involves loss to more than one item of Covered Property and separate Limits of Insurance apply, the losses will not be combined in determining application of the Deductible. But the Deductible will be applied only once per occurrence.

**Example 1**

(This example assumes there is no Coinsurance penalty.)

Deductible:	\$ 250
Limit of Insurance – Building 1:	\$ 60,000
Limit of Insurance – Building 2:	\$ 80,000
Loss to Building 1:	\$ 60,100
Loss to Building 2:	\$ 90,000

The amount of loss to Building 1 (\$60,100) is less than the sum (\$60,250) of the Limit of Insurance applicable to Building 1 plus the Deductible.

The Deductible will be subtracted from the amount of loss in calculating the loss payable for Building 1:

\$ 60,100
— 250
\$ 59,850 Loss Payable – Building 1

The Deductible applies once per occurrence and therefore is not subtracted in determining the amount of loss payable for Building 2. Loss payable for Building 2 is the Limit of Insurance of \$80,000.

Total amount of loss payable:  
\$59,850 + \$80,000 = \$139,850

**Example 2**

(This example, too, assumes there is no Coinsurance penalty.)

The Deductible and Limits of Insurance are the same as those in Example 1.

Loss to Building 1:	\$ 70,000
(Exceeds Limit of Insurance plus Deductible)	
Loss to Building 2:	\$ 90,000
(Exceeds Limit of Insurance plus Deductible)	
Loss Payable – Building 1:	\$ 60,000
(Limit of Insurance)	
Loss Payable – Building 2:	\$ 80,000
(Limit of Insurance)	
Total amount of loss payable:	\$ 140,000

**E. Loss Conditions**

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions:

**1. Abandonment**

There can be no abandonment of any property to us.

**2. Appraisal**

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

**3. Duties In The Event Of Loss Or Damage**

a. You must see that the following are done in the event of loss or damage to Covered Property:

- (1) Notify the police if a law may have been broken.

- (2) Give us prompt notice of the loss or damage. Include a description of the property involved.
  - (3) As soon as possible, give us a description of how, when and where the loss or damage occurred.
  - (4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
  - (5) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.
  - (6) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.  
Also, permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.
  - (7) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
  - (8) Cooperate with us in the investigation or settlement of the claim.
- b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

#### 4. Loss Payment

- a. In the event of loss or damage covered by this Coverage Form, at our option, we will either:
  - (1) Pay the value of lost or damaged property;
  - (2) Pay the cost of repairing or replacing the lost or damaged property, subject to **b.** below;
  - (3) Take all or any part of the property at an agreed or appraised value; or
  - (4) Repair, rebuild or replace the property with other property of like kind and quality, subject to **b.** below.

We will determine the value of lost or damaged property, or the cost of its repair or replacement, in accordance with the applicable terms of the Valuation Condition in this Coverage Form or any applicable provision which amends or supersedes the Valuation Condition.
- b. The cost to repair, rebuild or replace does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property.
- c. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
- d. We will not pay you more than your financial interest in the Covered Property.
- e. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
- f. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
- g. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Coverage Part, and:
  - (1) We have reached agreement with you on the amount of loss; or
  - (2) An appraisal award has been made.

**h.** A party wall is a wall that separates and is common to adjoining buildings that are owned by different parties. In settling covered losses involving a party wall, we will pay a proportion of the loss to the party wall based on your interest in the wall in proportion to the interest of the owner of the adjoining building. However, if you elect to repair or replace your building and the owner of the adjoining building elects not to repair or replace that building, we will pay you the full value of the loss to the party wall, subject to all applicable policy provisions including Limits of Insurance, the Valuation and Coinsurance Conditions and all other provisions of this Loss Payment Condition. Our payment under the provisions of this paragraph does not alter any right of subrogation we may have against any entity, including the owner or insurer of the adjoining building, and does not alter the terms of the Transfer Of Rights Of Recovery Against Others To Us Condition in this policy.

#### **5. Recovered Property**

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

#### **6. Vacancy**

##### **a. Description Of Terms**

**(1)** As used in this Vacancy Condition, the term building and the term vacant have the meanings set forth in **(1)(a)** and **(1)(b)** below:

**(a)** When this policy is issued to a tenant, and with respect to that tenant's interest in Covered Property, building means the unit or suite rented or leased to the tenant. Such building is vacant when it does not contain enough business personal property to conduct customary operations.

**(b)** When this policy is issued to the owner or general lessee of a building, building means the entire building. Such building is vacant unless at least 31% of its total square footage is:

**(i)** Rented to a lessee or sublessee and used by the lessee or sublessee to conduct its customary operations; and/or

**(ii)** Used by the building owner to conduct customary operations.

**(2)** Buildings under construction or renovation are not considered vacant.

##### **b. Vacancy Provisions**

If the building where loss or damage occurs has been vacant for more than 60 consecutive days before that loss or damage occurs:

**(1)** We will not pay for any loss or damage caused by any of the following, even if they are Covered Causes of Loss:

**(a)** Vandalism;

**(b)** Sprinkler leakage, unless you have protected the system against freezing;

**(c)** Building glass breakage;

**(d)** Water damage;

**(e)** Theft; or

**(f)** Attempted theft.

**(2)** With respect to Covered Causes of Loss other than those listed in **b.(1)(a)** through **b.(1)(f)** above, we will reduce the amount we would otherwise pay for the loss or damage by 15%.

#### **7. Valuation**

We will determine the value of Covered Property in the event of loss or damage as follows:

**a.** At actual cash value as of the time of loss or damage, except as provided in **b.**, **c.**, **d.** and **e.** below.

**b.** If the Limit of Insurance for Building satisfies the Additional Condition, Coinsurance, and the cost to repair or replace the damaged building property is \$2,500 or less, we will pay the cost of building repairs or replacement.

The cost of building repairs or replacement does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property.

However, the following property will be valued at the actual cash value, even when attached to the building:

- (1) Awnings or floor coverings;
  - (2) Appliances for refrigerating, ventilating, cooking, dishwashing or laundering; or
  - (3) Outdoor equipment or furniture.
- c. "Stock" you have sold but not delivered at the selling price less discounts and expenses you otherwise would have had.
- d. Glass at the cost of replacement with safety-glazing material if required by law.
- e. Tenants' Improvements and Betterments at:
- (1) Actual cash value of the lost or damaged property if you make repairs promptly.
  - (2) A proportion of your original cost if you do not make repairs promptly. We will determine the proportionate value as follows:
    - (a) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and
    - (b) Divide the amount determined in (a) above by the number of days from the installation of improvements to the expiration of the lease.
- If your lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this procedure.
- (3) Nothing if others pay for repairs or replacement.

## F. Additional Conditions

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions:

### 1. Coinsurance

If a Coinsurance percentage is shown in the Declarations, the following condition applies:

- a. We will not pay the full amount of any loss if the value of Covered Property at the time of loss times the Coinsurance percentage shown for it in the Declarations is greater than the Limit of Insurance for the property.

Instead, we will determine the most we will pay using the following steps:

- (1) Multiply the value of Covered Property at the time of loss by the Coinsurance percentage;
- (2) Divide the Limit of Insurance of the property by the figure determined in Step (1);
- (3) Multiply the total amount of loss, before the application of any deductible, by the figure determined in Step (2); and
- (4) Subtract the deductible from the figure determined in Step (3).

We will pay the amount determined in Step (4) or the Limit of Insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

### Example 1 (Underinsurance)

When:	The value of the property is:	\$ 250,000
	The Coinsurance percentage for it is:	80%
	The Limit of Insurance for it is:	\$ 100,000
	The Deductible is:	\$ 250
	The amount of loss is:	\$ 40,000

Step (1):  $\$250,000 \times 80\% = \$200,000$   
(the minimum amount of insurance to meet your Coinsurance requirements)

Step (2):  $\$100,000 \div \$200,000 = .50$

Step (3):  $\$40,000 \times .50 = \$20,000$

Step (4):  $\$20,000 - \$250 = \$19,750$

We will pay no more than \$19,750. The remaining \$20,250 is not covered.

### Example 2 (Adequate Insurance)

When:	The value of the property is:	\$ 250,000
	The Coinsurance percentage for it is:	80%
	The Limit of Insurance for it is:	\$ 200,000
	The Deductible is:	\$ 250
	The amount of loss is:	\$ 40,000

The minimum amount of insurance to meet your Coinsurance requirement is \$200,000 ( $\$250,000 \times 80\%$ ). Therefore, the Limit of Insurance in this example is adequate, and no penalty applies. We will pay no more than \$39,750 ( $\$40,000$  amount of loss minus the deductible of \$250).

- b. If one Limit of Insurance applies to two or more separate items, this condition will apply to the total of all property to which the limit applies.

**Example 3**

When: The value of the property is:

Building at Location 1:	\$ 75,000
Building at Location 2:	\$ 100,000
Personal Property at Location 2:	<u>\$ 75,000</u>
	\$ 250,000
The Coinsurance percentage for it is:	90%
The Limit of Insurance for Buildings and Personal Property at Locations 1 and 2 is:	\$ 180,000
The Deductible is:	\$ 1,000
The amount of loss is:	
Building at Location 2:	\$ 30,000
Personal Property at Location 2:	<u>\$ 20,000</u>
	\$ 50,000

Step (1):  $\$250,000 \times 90\% = \$225,000$   
 (the minimum amount of insurance to meet your Coinsurance requirements and to avoid the penalty shown below)

Step (2):  $\$180,000 + \$225,000 = .80$

Step (3):  $\$50,000 \times .80 = \$40,000$

Step (4):  $\$40,000 - \$1,000 = \$39,000$

We will pay no more than \$39,000. The remaining \$11,000 is not covered.

**2. Mortgageholders**

- a. The term mortgageholder includes trustee.
- b. We will pay for covered loss of or damage to buildings or structures to each mortgageholder shown in the Declarations in their order of precedence, as interests may appear.
- c. The mortgageholder has the right to receive loss payment even if the mortgageholder has started foreclosure or similar action on the building or structure.
- d. If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the mortgageholder will still have the right to receive loss payment if the mortgageholder:
  - (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;

- (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
- (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgageholder.

All of the terms of this Coverage Part will then apply directly to the mortgageholder.

- e. If we pay the mortgageholder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:
  - (1) The mortgageholder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and
  - (2) The mortgageholder's right to recover the full amount of the mortgageholder's claim will not be impaired.

At our option, we may pay to the mortgageholder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

- f. If we cancel this policy, we will give written notice to the mortgageholder at least:
  - (1) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
  - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- g. If we elect not to renew this policy, we will give written notice to the mortgageholder at least 10 days before the expiration date of this policy.

**G. Optional Coverages**

If shown as applicable in the Declarations, the following Optional Coverages apply separately to each item:

**1. Agreed Value**

- a. The Additional Condition, Coinsurance, does not apply to Covered Property to which this Optional Coverage applies. We will pay no more for loss of or damage to that property than the proportion that the Limit of Insurance under this Coverage Part for the property bears to the Agreed Value shown for it in the Declarations.

- b. If the expiration date for this Optional Coverage shown in the Declarations is not extended, the Additional Condition, Coinsurance, is reinstated and this Optional Coverage expires.
- c. The terms of this Optional Coverage apply only to loss or damage that occurs:
  - (1) On or after the effective date of this Optional Coverage; and
  - (2) Before the Agreed Value expiration date shown in the Declarations or the policy expiration date, whichever occurs first.

**2. Inflation Guard**

- a. The Limit of Insurance for property to which this Optional Coverage applies will automatically increase by the annual percentage shown in the Declarations.
- b. The amount of increase will be:
  - (1) The Limit of Insurance that applied on the most recent of the policy inception date, the policy anniversary date, or any other policy change amending the Limit of Insurance, times
  - (2) The percentage of annual increase shown in the Declarations, expressed as a decimal (example: 8% is .08), times
  - (3) The number of days since the beginning of the current policy year or the effective date of the most recent policy change amending the Limit of Insurance, divided by 365.

**Example**

If: The applicable Limit of Insurance is: \$ 100,000  
 The annual percentage increase is: 8%  
 The number of days since the beginning of the policy year (or last policy change) is: 146  
 The amount of increase is:  
 $\$100,000 \times .08 \times 146 \div 365 =$  \$ 3,200

**3. Replacement Cost**

- a. Replacement Cost (without deduction for depreciation) replaces Actual Cash Value in the Valuation Loss Condition of this Coverage Form.
- b. This Optional Coverage does not apply to:
  - (1) Personal property of others;
  - (2) Contents of a residence;
  - (3) Works of art, antiques or rare articles, including etchings, pictures, statuary, marbles, bronzes, porcelains and bric-a-brac; or

- (4) "Stock", unless the Including "Stock" option is shown in the Declarations.

Under the terms of this Replacement Cost Optional Coverage, tenants' improvements and betterments are not considered to be the personal property of others.

- c. You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim for the additional coverage this Optional Coverage provides if you notify us of your intent to do so within 180 days after the loss or damage.
- d. We will not pay on a replacement cost basis for any loss or damage:
  - (1) Until the lost or damaged property is actually repaired or replaced; and
  - (2) Unless the repair or replacement is made as soon as reasonably possible after the loss or damage.

With respect to tenants' improvements and betterments, the following also apply:

- (3) If the conditions in d.(1) and d.(2) above are not met, the value of tenants' improvements and betterments will be determined as a proportion of your original cost, as set forth in the Valuation Loss Condition of this Coverage Form; and
- (4) We will not pay for loss or damage to tenants' improvements and betterments if others pay for repairs or replacement.

- e. We will not pay more for loss or damage on a replacement cost basis than the least of (1), (2) or (3), subject to f. below:
  - (1) The Limit of Insurance applicable to the lost or damaged property;
  - (2) The cost to replace the lost or damaged property with other property:
    - (a) Of comparable material and quality; and
    - (b) Used for the same purpose; or
  - (3) The amount actually spent that is necessary to repair or replace the lost or damaged property.

If a building is rebuilt at a new premises, the cost described in e.(2) above is limited to the cost which would have been incurred if the building had been rebuilt at the original premises.

- f. The cost of repair or replacement does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property.

#### **4. Extension Of Replacement Cost To Personal Property Of Others**

- a. If the Replacement Cost Optional Coverage is shown as applicable in the Declarations, then this Extension may also be shown as applicable. If the Declarations show this Extension as applicable, then Paragraph **3.b.(1)** of the Replacement Cost Optional Coverage is deleted and all other provisions of the Replacement Cost Optional Coverage apply to replacement cost on personal property of others.
- b. With respect to replacement cost on the personal property of others, the following limitation applies:

If an item(s) of personal property of others is subject to a written contract which governs your liability for loss or damage to that item(s), then valuation of that item(s) will be based on the amount for which you are liable under such contract, but not to exceed the lesser of the replacement cost of the property or the applicable Limit of Insurance.

#### **H. Definitions**

1. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
2. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
3. "Stock" means merchandise held in storage or for sale, raw materials and in-process or finished goods, including supplies used in their packing or shipping.

## BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F. Definitions.

### A. Coverage

#### 1. Business Income

Business Income means the:

- a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
- b. Continuing normal operating expenses incurred, including payroll.

For manufacturing risks, Net Income includes the net sales value of production.

Coverage is provided as described and limited below for one or more of the following options for which a Limit Of Insurance is shown in the Declarations:

- (1) Business Income Including "Rental Value".
- (2) Business Income Other Than "Rental Value".
- (3) "Rental Value".

If option (1) above is selected, the term Business Income will include "Rental Value". If option (3) above is selected, the term Business Income will mean "Rental Value" only.

If Limits of Insurance are shown under more than one of the above options, the provisions of this Coverage Part apply separately to each.

We will pay for the actual loss of Business Income you sustain due to the necessary "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by direct physical loss of or damage to property at premises which are described in the Declarations and for which a Business Income Limit Of Insurance is shown in the Declarations. The loss or damage must be caused by or result from a Covered Cause of Loss. With respect to loss of or damage to personal property in the open or personal property in a vehicle, the described premises include the area within 100 feet of such premises.

With respect to the requirements set forth in the preceding paragraph, if you occupy only part of a building, your premises means:

- (a) The portion of the building which you rent, lease or occupy;
- (b) The area within 100 feet of the building or within 100 feet of the premises described in the Declarations, whichever distance is greater (with respect to loss of or damage to personal property in the open or personal property in a vehicle); and
- (c) Any area within the building or at the described premises, if that area services, or is used to gain access to, the portion of the building which you rent, lease or occupy.

#### 2. Extra Expense

- a. Extra Expense Coverage is provided at the premises described in the Declarations only if the Declarations show that Business Income Coverage applies at that premises.
- b. Extra Expense means necessary expenses you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or damage to property caused by or resulting from a Covered Cause of Loss.

We will pay Extra Expense (other than the expense to repair or replace property) to:

- (1) Avoid or minimize the "suspension" of business and to continue operations at the described premises or at replacement premises or temporary locations, including relocation expenses and costs to equip and operate the replacement location or temporary location.

- (2) Minimize the "suspension" of business if you cannot continue "operations".

We will also pay Extra Expense to repair or replace property, but only to the extent it reduces the amount of loss that otherwise would have been payable under this Coverage Form.

### 3. Covered Causes Of Loss, Exclusions And Limitations

See applicable Causes Of Loss form as shown in the Declarations.

### 4. Additional Limitation – Interruption Of Computer Operations

- a. Coverage for Business Income does not apply when a "suspension" of "operations" is caused by destruction or corruption of electronic data, or any loss or damage to electronic data, except as provided under the Additional Coverage, Interruption Of Computer Operations.
- b. Coverage for Extra Expense does not apply when action is taken to avoid or minimize a "suspension" of "operations" caused by destruction or corruption of electronic data, or any loss or damage to electronic data, except as provided under the Additional Coverage, Interruption Of Computer Operations.
- c. Electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.
- d. This Additional Limitation does not apply when loss or damage to electronic data involves only electronic data which is integrated in and operates or controls a building's elevator, lighting, heating, ventilation, air conditioning or security system.

## 5. Additional Coverages

### a. Civil Authority

In this Additional Coverage, Civil Authority, the described premises are premises to which this Coverage Form applies, as shown in the Declarations.

When a Covered Cause of Loss causes damage to property other than property at the described premises, we will pay for the actual loss of Business Income you sustain and necessary Extra Expense caused by action of civil authority that prohibits access to the described premises, provided that both of the following apply:

- (1) Access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of the damage, and the described premises are within that area but are not more than one mile from the damaged property; and
- (2) The action of civil authority is taken in response to dangerous physical conditions resulting from the damage or continuation of the Covered Cause of Loss that caused the damage, or the action is taken to enable a civil authority to have unimpeded access to the damaged property.

Civil Authority Coverage for Business Income will begin 72 hours after the time of the first action of civil authority that prohibits access to the described premises and will apply for a period of up to four consecutive weeks from the date on which such coverage began.

Civil Authority Coverage for Extra Expense will begin immediately after the time of the first action of civil authority that prohibits access to the described premises and will end:

- (1) Four consecutive weeks after the date of that action; or
  - (2) When your Civil Authority Coverage for Business Income ends;
- whichever is later.

## **b. Alterations And New Buildings**

We will pay for the actual loss of Business Income you sustain and necessary Extra Expense you incur due to direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss to:

- (1) New buildings or structures, whether complete or under construction;
- (2) Alterations or additions to existing buildings or structures; and
- (3) Machinery, equipment, supplies or building materials located on or within 100 feet of the described premises and:
  - (a) Used in the construction, alterations or additions; or
  - (b) Incidental to the occupancy of new buildings.

If such direct physical loss or damage delays the start of "operations", the "period of restoration" for Business Income Coverage will begin on the date "operations" would have begun if the direct physical loss or damage had not occurred.

## **c. Extended Business Income**

### **(1) Business Income Other Than "Rental Value"**

If the necessary "suspension" of your "operations" produces a Business Income loss payable under this policy, we will pay for the actual loss of Business Income you incur during the period that:

- (a) Begins on the date property (except "finished stock") is actually repaired, rebuilt or replaced and "operations" are resumed; and
- (b) Ends on the earlier of:
  - (i) The date you could restore your "operations", with reasonable speed, to the level which would generate the business income amount that would have existed if no direct physical loss or damage had occurred; or
  - (ii) 60 consecutive days after the date determined in **(1)(a)** above.

However, Extended Business Income does not apply to loss of Business Income incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.

Loss of Business Income must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

### **(2) "Rental Value"**

If the necessary "suspension" of your "operations" produces a "Rental Value" loss payable under this policy, we will pay for the actual loss of "Rental Value" you incur during the period that:

- (a) Begins on the date property is actually repaired, rebuilt or replaced and tenantability is restored; and
- (b) Ends on the earlier of:
  - (i) The date you could restore tenant occupancy, with reasonable speed, to the level which would generate the "Rental Value" that would have existed if no direct physical loss or damage had occurred; or
  - (ii) 60 consecutive days after the date determined in **(2)(a)** above.

However, Extended Business Income does not apply to loss of "Rental Value" incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.

Loss of "Rental Value" must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

## **d. Interruption Of Computer Operations**

- (1) Under this Additional Coverage, electronic data has the meaning described under Additional Limitation – Interruption Of Computer Operations.

- (2) Subject to all provisions of this Additional Coverage, you may extend the insurance that applies to Business Income and Extra Expense to apply to a "suspension" of "operations" caused by an interruption in computer operations due to destruction or corruption of electronic data due to a Covered Cause of Loss. However, we will not provide coverage under this Additional Coverage when the Additional Limitation – Interruption Of Computer Operations does not apply based on Paragraph **A.4.d.** therein.
- (3) With respect to the coverage provided under this Additional Coverage, the Covered Causes of Loss are subject to the following:
- (a) If the Causes Of Loss – Special Form applies, coverage under this Additional Coverage, Interruption Of Computer Operations, is limited to the "specified causes of loss" as defined in that form and Collapse as set forth in that form.
  - (b) If the Causes Of Loss – Broad Form applies, coverage under this Additional Coverage, Interruption Of Computer Operations, includes Collapse as set forth in that form.
  - (c) If the Causes Of Loss form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under this Additional Coverage, Interruption Of Computer Operations.
  - (d) The Covered Causes of Loss include a virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for an interruption related to manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, maintain, repair or replace that system.
- (4) The most we will pay under this Additional Coverage, Interruption Of Computer Operations, is \$2,500 (unless a higher limit is shown in the Declarations) for all loss sustained and expense incurred in any one policy year, regardless of the number of interruptions or the number of premises, locations or computer systems involved. If loss payment relating to the first interruption does not exhaust this amount, then the balance is available for loss or expense sustained or incurred as a result of subsequent interruptions in that policy year. A balance remaining at the end of a policy year does not increase the amount of insurance in the next policy year. With respect to any interruption which begins in one policy year and continues or results in additional loss or expense in a subsequent policy year(s), all loss and expense is deemed to be sustained or incurred in the policy year in which the interruption began.
- (5) This Additional Coverage, Interruption Of Computer Operations, does not apply to loss sustained or expense incurred after the end of the "period of restoration", even if the amount of insurance stated in (4) above has not been exhausted.

## 6. Coverage Extension

If a Coinsurance percentage of 50% or more is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows:

### Newly Acquired Locations

- a. You may extend your Business Income and Extra Expense Coverages to apply to property at any location you acquire other than fairs or exhibitions.
- b. The most we will pay under this Extension, for the sum of Business Income loss and Extra Expense incurred, is \$100,000 at each location, unless a higher limit is shown in the Declarations.
- c. Insurance under this Extension for each newly acquired location will end when any of the following first occurs:
  - (1) This policy expires;

- (2) 30 days expire after you acquire or begin to construct the property; or
- (3) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property.

The Additional Condition, Coinsurance, does not apply to this Extension.

## B. Limits Of Insurance

The most we will pay for loss in any one occurrence is the applicable Limit Of Insurance shown in the Declarations.

Payments under the following coverages will not increase the applicable Limit of Insurance:

1. Alterations And New Buildings;
2. Civil Authority;
3. Extra Expense; or
4. Extended Business Income.

The amounts of insurance stated in the Interruption Of Computer Operations Additional Coverage and the Newly Acquired Locations Coverage Extension apply in accordance with the terms of those coverages and are separate from the Limit(s) Of Insurance shown in the Declarations for any other coverage.

## C. Loss Conditions

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions:

### 1. Appraisal

If we and you disagree on the amount of Net Income and operating expense or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser.

The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of Net Income and operating expense or amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

## 2. Duties In The Event Of Loss

a. You must see that the following are done in the event of loss:

- (1) Notify the police if a law may have been broken.
- (2) Give us prompt notice of the direct physical loss or damage. Include a description of the property involved.
- (3) As soon as possible, give us a description of how, when and where the direct physical loss or damage occurred.
- (4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
- (5) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

- (6) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
  - (7) Cooperate with us in the investigation or settlement of the claim.
  - (8) If you intend to continue your business, you must resume all or part of your "operations" as quickly as possible.
- b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

### 3. Loss Determination

- a. The amount of Business Income loss will be determined based on:
  - (1) The Net Income of the business before the direct physical loss or damage occurred;
  - (2) The likely Net Income of the business if no physical loss or damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses;
  - (3) The operating expenses, including payroll expenses, necessary to resume "operations" with the same quality of service that existed just before the direct physical loss or damage; and
  - (4) Other relevant sources of information, including:
    - (a) Your financial records and accounting procedures;
    - (b) Bills, invoices and other vouchers; and
    - (c) Deeds, liens or contracts.
- b. The amount of Extra Expense will be determined based on:
  - (1) All expenses that exceed the normal operating expenses that would have been incurred by "operations" during the "period of restoration" if no direct physical loss or damage had occurred. We will deduct from the total of such expenses:
    - (a) The salvage value that remains of any property bought for temporary use during the "period of restoration", once "operations" are resumed; and
    - (b) Any Extra Expense that is paid for by other insurance, except for insurance that is written subject to the same plan, terms, conditions and provisions as this insurance; and
  - (2) Necessary expenses that reduce the Business Income loss that otherwise would have been incurred.

### c. Resumption Of Operations

We will reduce the amount of your:

- (1) Business Income loss, other than Extra Expense, to the extent you can resume your "operations", in whole or in part, by using damaged or undamaged property (including merchandise or stock) at the described premises or elsewhere.
- (2) Extra Expense loss to the extent you can return "operations" to normal and discontinue such Extra Expense.
- d. If you do not resume "operations", or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.

### 4. Loss Payment

We will pay for covered loss within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Coverage Part, and:

- a. We have reached agreement with you on the amount of loss; or
- b. An appraisal award has been made.

### D. Additional Condition

#### COINSURANCE

If a Coinsurance percentage is shown in the Declarations, the following condition applies in addition to the Common Policy Conditions and the Commercial Property Conditions.

We will not pay the full amount of any Business Income loss if the Limit of Insurance for Business Income is less than:

- 1. The Coinsurance percentage shown for Business Income in the Declarations; times
- 2. The sum of:
  - a. The Net Income (Net Profit or Loss before income taxes), and
  - b. Operating expenses, including payroll expenses,that would have been earned or incurred (had no loss occurred) by your "operations" at the described premises for the 12 months following the inception, or last previous anniversary date, of this policy (whichever is later).

Instead, we will determine the most we will pay using the following steps:

- Step (1): Multiply the Net Income and operating expense for the 12 months following the inception, or last previous anniversary date, of this policy by the Coinsurance percentage;
- Step (2): Divide the Limit of Insurance for the described premises by the figure determined in Step (1); and
- Step (3): Multiply the total amount of loss by the figure determined in Step (2).

We will pay the amount determined in Step (3) or the limit of insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

In determining operating expenses for the purpose of applying the Coinsurance condition, the following expenses, if applicable, shall be deducted from the total of all operating expenses:

- (1) Prepaid freight – outgoing;
- (2) Returns and allowances;
- (3) Discounts;
- (4) Bad debts;
- (5) Collection expenses;
- (6) Cost of raw stock and factory supplies consumed (including transportation charges);
- (7) Cost of merchandise sold (including transportation charges);
- (8) Cost of other supplies consumed (including transportation charges);
- (9) Cost of services purchased from outsiders (not employees) to resell, that do not continue under contract;
- (10) Power, heat and refrigeration expenses that do not continue under contract (if Form CP 15 11 is attached);
- (11) All payroll expenses or the amount of payroll expense excluded (if Form CP 15 10 is attached); and
- (12) Special deductions for mining properties (royalties unless specifically included in coverage; actual depletion commonly known as unit or cost depletion – not percentage depletion; welfare and retirement fund charges based on tonnage; hired trucks).

### Example 1 (Underinsurance)

When: The Net Income and operating expenses for the 12 months following the inception, or last previous anniversary date, of this policy at the described premises would have been: \$ 400,000  
The Coinsurance percentage is: 50%  
The Limit of Insurance is: \$ 150,000  
The amount of loss is: \$ 80,000

Step (1):  $\$400,000 \times 50\% = \$200,000$   
(the minimum amount of insurance to meet your Coinsurance requirements)

Step (2):  $\$150,000 \div \$200,000 = .75$

Step (3):  $\$80,000 \times .75 = \$60,000$

We will pay no more than \$60,000. The remaining \$20,000 is not covered.

### Example 2 (Adequate Insurance)

When: The Net Income and operating expenses for the 12 months following the inception, or last previous anniversary date, of this policy at the described premises would have been: \$ 400,000  
The Coinsurance percentage is: 50%  
The Limit of Insurance is: \$ 200,000  
The amount of loss is: \$ 80,000

The minimum amount of insurance to meet your Coinsurance requirement is \$200,000 ( $\$400,000 \times 50\%$ ). Therefore, the Limit of Insurance in this example is adequate and no penalty applies. We will pay no more than \$80,000 (amount of loss).

This condition does not apply to Extra Expense Coverage.

### E. Optional Coverages

If shown as applicable in the Declarations, the following Optional Coverages apply separately to each item.

#### 1. Maximum Period Of Indemnity

- a. The Additional Condition, Coinsurance, does not apply to this Coverage Form at the described premises to which this Optional Coverage applies.

b. The most we will pay for the total of Business Income loss and Extra Expense is the lesser of:

- (1) The amount of loss sustained and expenses incurred during the 120 days immediately following the beginning of the "period of restoration"; or
- (2) The Limit Of Insurance shown in the Declarations.

**2. Monthly Limit Of Indemnity**

- a. The Additional Condition, Coinsurance, does not apply to this Coverage Form at the described premises to which this Optional Coverage applies.
- b. The most we will pay for loss of Business Income in each period of 30 consecutive days after the beginning of the "period of restoration" is:
  - (1) The Limit of Insurance, multiplied by
  - (2) The fraction shown in the Declarations for this Optional Coverage.

**Example**

When: The Limit of Insurance is: \$ 120,000  
 The fraction shown in the Declarations for this Optional Coverage is: 1/4  
 The most we will pay for loss in each period of 30 consecutive days is: \$ 30,000  
 (\$120,000 x 1/4 = \$30,000)  
 If, in this example, the actual amount of loss is:

Days 1–30:	\$ 40,000
Days 31–60:	\$ 20,000
Days 61–90:	\$ 30,000
	\$ 90,000

We will pay:

Days 1–30:	\$ 30,000
Days 31–60:	\$ 20,000
Days 61–90:	\$ 30,000
	\$ 80,000

The remaining \$10,000 is not covered.

**3. Business Income Agreed Value**

- a. To activate this Optional Coverage:
  - (1) A Business Income Report/Work Sheet must be submitted to us and must show financial data for your "operations":
    - (a) During the 12 months prior to the date of the Work Sheet; and

(b) Estimated for the 12 months immediately following the inception of this Optional Coverage.

(2) The Declarations must indicate that the Business Income Agreed Value Optional Coverage applies, and an Agreed Value must be shown in the Declarations. The Agreed Value should be at least equal to:

- (a) The Coinsurance percentage shown in the Declarations; multiplied by
- (b) The amount of Net Income and operating expenses for the following 12 months you report on the Work Sheet.

b. The Additional Condition, Coinsurance, is suspended until:

- (1) 12 months after the effective date of this Optional Coverage; or
- (2) The expiration date of this policy; whichever occurs first.

c. We will reinstate the Additional Condition, Coinsurance, automatically if you do not submit a new Work Sheet and Agreed Value:

- (1) Within 12 months of the effective date of this Optional Coverage; or
- (2) When you request a change in your Business Income Limit of Insurance.

d. If the Business Income Limit of Insurance is less than the Agreed Value, we will not pay more of any loss than the amount of loss multiplied by:

- (1) The Business Income Limit of Insurance; divided by
- (2) The Agreed Value.

**Example**

When: The Limit of Insurance is: \$ 100,000  
 The Agreed Value is: \$ 200,000  
 The amount of loss is: \$ 80,000  
 Step (1):  $\$100,000 \div \$200,000 = .50$   
 Step (2):  $.50 \times \$80,000 = \$40,000$

We will pay \$40,000. The remaining \$40,000 is not covered.

**4. Extended Period Of Indemnity**

Under Paragraph A.5.c., **Extended Business Income**, the number 60 in Subparagraphs (1)(b) and (2)(b) is replaced by the number shown in the Declarations for this Optional Coverage.

## F. Definitions

1. "Finished stock" means stock you have manufactured.

"Finished stock" also includes whiskey and alcoholic products being aged, unless there is a Coinsurance percentage shown for Business Income in the Declarations.

"Finished stock" does not include stock you have manufactured that is held for sale on the premises of any retail outlet insured under this Coverage Part.

2. "Operations" means:
  - a. Your business activities occurring at the described premises; and
  - b. The tenantability of the described premises, if coverage for Business Income Including "Rental Value" or "Rental Value" applies.
3. "Period of restoration" means the period of time that:
  - a. Begins:
    - (1) 72 hours after the time of direct physical loss or damage for Business Income Coverage; or
    - (2) Immediately after the time of direct physical loss or damage for Extra Expense Coverage;  
caused by or resulting from any Covered Cause of Loss at the described premises; and
  - b. Ends on the earlier of:
    - (1) The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
    - (2) The date when business is resumed at a new permanent location.

"Period of restoration" does not include any increased period required due to the enforcement of or compliance with any ordinance or law that:

- (1) Regulates the construction, use or repair, or requires the tearing down, of any property; or

- (2) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

The expiration date of this policy will not cut short the "period of restoration".

4. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
5. "Rental Value" means Business Income that consists of:
  - a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred as rental income from tenant occupancy of the premises described in the Declarations as furnished and equipped by you, including fair rental value of any portion of the described premises which is occupied by you; and
  - b. Continuing normal operating expenses incurred in connection with that premises, including:
    - (1) Payroll; and
    - (2) The amount of charges which are the legal obligation of the tenant(s) but would otherwise be your obligations.
6. "Suspension" means:
  - a. The slowdown or cessation of your business activities; or
  - b. That a part or all of the described premises is rendered untenable, if coverage for Business Income Including "Rental Value" or "Rental Value" applies.

# COMMERCIAL PROPERTY CONDITIONS

This Coverage Part is subject to the following conditions, the Common Policy Conditions and applicable Loss Conditions and Additional Conditions in Commercial Property Coverage Forms.

## A. CONCEALMENT, MISREPRESENTATION OR FRAUD

This Coverage Part is void in any case of fraud by you as it relates to this Coverage Part at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

## B. CONTROL OF PROPERTY

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

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

## C. INSURANCE UNDER TWO OR MORE COVERAGES

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

## D. LEGAL ACTION AGAINST US

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all of the terms of this Coverage Part; and
2. The action is brought within 2 years after the date on which the direct physical loss or damage occurred.

## E. LIBERALIZATION

If we adopt any revision that would broaden the coverage under this Coverage Part without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

## F. NO BENEFIT TO BAILEE

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

## G. OTHER INSURANCE

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

## H. POLICY PERIOD, COVERAGE TERRITORY

Under this Coverage Part:

1. We cover loss or damage commencing:
  - a. During the policy period shown in the Declarations; and
  - b. Within the coverage territory.
2. The coverage territory is:
  - a. The United States of America (including its territories and possessions);
  - b. Puerto Rico; and
  - c. Canada.

**I. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property or Covered Income.
2. After a loss to your Covered Property or Covered Income only if, at time of loss, that party is one of the following:
  - a. Someone insured by this insurance;
  - b. A business firm:
    - (1) Owned or controlled by you; or
    - (2) That owns or controls you; or
  - c. Your tenant.

This will not restrict your insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WISCONSIN CHANGES**

This endorsement modifies insurance provided under the following:

### COMMERCIAL PROPERTY COVERAGE PART

- A. The Concealment, Misrepresentation Or Fraud Commercial Property Condition** is replaced by the following:
- CONCEALMENT, MISREPRESENTATION OR FRAUD**
1. No misrepresentation and no breach of affirmative warranty made by you or on your behalf in the negotiation for or procurement of this Coverage Part affects our obligations unless, if a misrepresentation, the person knew or should have known that the representation was false, and unless:
    - a. We rely on the misrepresentation or affirmative warranty and the misrepresentation or affirmative warranty is either material or made with intent to deceive; or
    - b. The facts misrepresented or falsely warranted contribute to the loss.
  2. No failure of a condition before a loss and no breach of a promissory warranty affects our obligation under this Coverage Part unless such failure or breach exists at the time of loss and either:
    - a. Increases the risk at the time of loss; or
    - b. Contributes to the loss.
- B. Legal Action Against Us**
1. The **Legal Action Against Us Commercial Property Condition** is replaced by the following:

**LEGAL ACTION AGAINST US**

No one may bring a legal action against us under this Coverage Part unless the action is brought within 2 years after the date on which the direct physical loss or damage occurred.
  2. Paragraph (1) of Additional Condition **F.4.e. Legal Action Against Us** in the Mortgageholders Errors And Omissions Coverage Form is replaced by the following:

No one may bring a legal action against us under Coverages **A** and **B** unless the action is brought within 2 years after you discover the error or accidental omission.
  3. The following are deleted:
    - a. The Legal Action Against Us Loss Condition in the Legal Liability Coverage Form; and
    - b. Paragraph (2) of Additional Condition **F.4.e. Legal Action Against Us** in the Mortgageholders Errors And Omissions Coverage Form.
- C. The following exclusion and related provisions are added to Paragraph **B.2. Exclusions** in the Causes Of Loss Forms and to any Coverage Form or policy to which a Causes Of Loss Form is not attached:**
1. We will not pay for loss or damage arising out of any act committed:
    - a. By or at the direction of any insured; and
    - b. With the intent to cause a loss.
  2. However, this exclusion will not apply to deny coverage to an insured who did not cooperate in or contribute to the creation of the loss, provided the loss is otherwise covered under this Coverage Part and:
    - a. The loss arose out of an act or pattern of abuse or domestic abuse; and
    - b. The perpetrator of the loss is criminally prosecuted for the act or acts causing the loss.
  3. If we pay a claim pursuant to Paragraph **C.2.**, our payment to the innocent insured is limited to that insured's ownership interest in the property less any payments we first made to a mortgagee or other party with a legal secured interest in the property. In no event will we pay more than the Limit of Insurance.

- D. The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Commercial Property Condition:

If we pay an insured for a loss described in Paragraph **C.2.**, the rights of the insured to recover damages from the perpetrator are transferred to us to the extent of our payment. Following the loss, the insured may not waive such rights to recover against the perpetrator.

We will be entitled to a recovery only after you have been fully compensated for damages.

- E. The following are added:

**1. Knowledge And Acts Of Agents**

- a. If any of our agents knows any fact that breaches a condition of this policy, we will be considered to know it also if that fact:

- (1) Is known to the agent at the time the policy is issued or an application made; or  
(2) Later becomes known to the agent in the course of his or her dealings as an agent with you.

- b. Any fact that breaches a condition of this policy and is known to the agent before the loss will not:

- (1) Void this policy; or  
(2) Prevent a recovery in the event of loss.

2. The **Ordinance Or Law** Exclusion in the Basic, Broad and Special – Causes Of Loss Forms, or in any endorsement, does not apply to dwelling properties occupied as a residence by you.

**3. Conformity To Statute Or Rule**

Any provision of this Coverage Part (including endorsements which modify the Coverage Part) that is in conflict with a Wisconsin statute or rule is hereby amended to conform to that statute or rule.

The term rule means a valid rule promulgated by the Commissioner of Insurance in accordance with the rule-making authority conferred under Wis. Stat. Ann. s. 227.11(2) and published in the Wisconsin Administrative Code.

- F. The following is added to the **Loss Payment** Loss Condition in the Commercial Property Coverage Part:

If a municipality, which is a first class city, has elected to apply the provisions of Wis. Stat. Ann. Secs. 632.10 through 632.104, a part of our payment for fire or explosion loss or damage to your covered real property in that municipality will be withheld if the loss or damage is subject to the aforementioned provisions.

1. The withheld amount will be paid in accordance with the law, to the following:

- a. The municipality where the covered property is located;  
b. You and any other interest named in the Declarations; or  
c. The mortgageholder, if any.

However, we will not pay more than the amount of loss payable under this policy.

2. Within 10 days after withholding the required amount, we will give written notice of the withholding to the following:

- a. The building inspection official of the municipality where the covered property is located;  
b. You;  
c. Any mortgageholder and any other lienholder who has an existing lien against the property and is named in the Declarations; and  
d. The court in which judgment was entered if the final settlement was determined by judgment.

3. We will not be liable in any cause of action, nor may any liability be imposed on us, arising from the payment, withholding or transferring of all or any portion of a final settlement in accordance with Wis. Stat. Ann. Secs. 632.10 through 632.104.

**G.** The following is added to the **Valuation** Loss Condition:

1. When this Coverage Part insures real property in Wisconsin which is owned and occupied by you primarily as a dwelling, and the property is wholly destroyed, we will pay the limit of insurance that applies to such property, subject to the exceptions and conditions in Paragraphs **G.2.** and **G.3.** below.
2. Builders Risk policies of insurance covering property in the process of being constructed shall be valued and settled according to the actual value of that portion of the construction completed at the time of the loss. The Limit of Insurance on a Builders Risk policy represents the value of the building when it is completed.

3. The Valued Policy Provision, Paragraph **G.1.** above, does not apply to any claim for loss to any building which is insured under a blanket form or endorsement with one Limit of Insurance applicable to two or more buildings. When a building, owned and occupied by you primarily as a dwelling, is wholly destroyed, the loss will be settled at the value stated in the most recent Statement of Values on file with us.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA**

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART  
STANDARD PROPERTY POLICY

- A.** The exclusion set forth in Paragraph **B.** applies to all coverage under all forms and endorsements that comprise this Coverage Part or Policy, including but not limited to forms or endorsements that cover property damage to buildings or personal property and forms or endorsements that cover business income, extra expense or action of civil authority.
- B.** We will not pay for loss or damage caused by or resulting from any virus, bacterium or other micro-organism that induces or is capable of inducing physical distress, illness or disease.  

However, this exclusion does not apply to loss or damage caused by or resulting from "fungus", wet rot or dry rot. Such loss or damage is addressed in a separate exclusion in this Coverage Part or Policy.
- C.** With respect to any loss or damage subject to the exclusion in Paragraph **B.**, such exclusion supercedes any exclusion relating to "pollutants".
- D.** The following provisions in this Coverage Part or Policy are hereby amended to remove reference to bacteria:
  - 1.** Exclusion of "Fungus", Wet Rot, Dry Rot And Bacteria; and
  - 2.** Additional Coverage – Limited Coverage for "Fungus", Wet Rot, Dry Rot And Bacteria, including any endorsement increasing the scope or amount of coverage.
- E.** The terms of the exclusion in Paragraph **B.**, or the inapplicability of this exclusion to a particular loss, do not serve to create coverage for any loss that would otherwise be excluded under this Coverage Part or Policy.

## CAUSES OF LOSS – SPECIAL FORM

Words and phrases that appear in quotation marks have special meaning. Refer to Section **G**. Definitions.

### A. Covered Causes Of Loss

When Special is shown in the Declarations, Covered Causes of Loss means direct physical loss unless the loss is excluded or limited in this policy.

### B. Exclusions

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

#### a. Ordinance Or Law

The enforcement of or compliance with any ordinance or law:

- (1) Regulating the construction, use or repair of any property; or
- (2) Requiring the tearing down of any property, including the cost of removing its debris.

This exclusion, Ordinance Or Law, applies whether the loss results from:

- (a) An ordinance or law that is enforced even if the property has not been damaged; or
- (b) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property, or removal of its debris, following a physical loss to that property.

#### b. Earth Movement

- (1) Earthquake, including tremors and aftershocks and any earth sinking, rising or shifting related to such event;
- (2) Landslide, including any earth sinking, rising or shifting related to such event;
- (3) Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;

- (4) Earth sinking (other than sinkhole collapse), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

But if Earth Movement, as described in **b.(1)** through **(4)** above, results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

- (5) Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire, building glass breakage or Volcanic Action, we will pay for the loss or damage caused by that fire, building glass breakage or Volcanic Action.

Volcanic Action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- (a) Airborne volcanic blast or airborne shock waves;
- (b) Ash, dust or particulate matter; or
- (c) Lava flow.

With respect to coverage for Volcanic Action as set forth in **(5)(a)**, **(5)(b)** and **(5)(c)**, all volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

Volcanic Action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property.

This exclusion applies regardless of whether any of the above, in Paragraphs **(1)** through **(5)**, is caused by an act of nature or is otherwise caused.

**c. Governmental Action**

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this Coverage Part.

**d. Nuclear Hazard**

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the loss or damage caused by that fire.

**e. Utility Services**

The failure of power, communication, water or other utility service supplied to the described premises, however caused, if the failure:

- (1) Originates away from the described premises; or
- (2) Originates at the described premises, but only if such failure involves equipment used to supply the utility service to the described premises from a source away from the described premises.

Failure of any utility service includes lack of sufficient capacity and reduction in supply.

Loss or damage caused by a surge of power is also excluded, if the surge would not have occurred but for an event causing a failure of power.

But if the failure or surge of power, or the failure of communication, water or other utility service, results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

Communication services include but are not limited to service relating to Internet access or access to any electronic, cellular or satellite network.

**f. War And Military Action**

- (1) War, including undeclared or civil war;

- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**g. Water**

- (1) Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);

- (2) Mudslide or mudflow;

- (3) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;

- (4) Water under the ground surface pressing on, or flowing or seeping through:

- (a) Foundations, walls, floors or paved surfaces;
- (b) Basements, whether paved or not; or
- (c) Doors, windows or other openings; or

- (5) Waterborne material carried or otherwise moved by any of the water referred to in Paragraph (1), (3) or (4), or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in Paragraphs (1) through (5), is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

But if any of the above, in Paragraphs (1) through (5), results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage (if sprinkler leakage is a Covered Cause of Loss).

**h. "Fungus", Wet Rot, Dry Rot And Bacteria**

Presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria.

But if "fungus", wet or dry rot or bacteria result in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

This exclusion does not apply:

- (1) When "fungus", wet or dry rot or bacteria result from fire or lightning; or
- (2) To the extent that coverage is provided in the Additional Coverage, Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria, with respect to loss or damage by a cause of loss other than fire or lightning.

Exclusions **B.1.a.** through **B.1.h.** apply whether or not the loss event results in widespread damage or affects a substantial area.

**2. We will not pay for loss or damage caused by or resulting from any of the following:**

**a. Artificially generated electrical, magnetic or electromagnetic energy that damages, disturbs, disrupts or otherwise interferes with any:**

- (1) Electrical or electronic wire, device, appliance, system or network; or
- (2) Device, appliance, system or network utilizing cellular or satellite technology.

For the purpose of this exclusion, electrical, magnetic or electromagnetic energy includes but is not limited to:

- (a) Electrical current, including arcing;
- (b) Electrical charge produced or conducted by a magnetic or electromagnetic field;
- (c) Pulse of electromagnetic energy; or
- (d) Electromagnetic waves or microwaves.

But if fire results, we will pay for the loss or damage caused by that fire.

- b. Delay, loss of use or loss of market.**
- c. Smoke, vapor or gas from agricultural smudging or industrial operations.**

**d.(1) Wear and tear;**

(2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

(3) Smog;

(4) Settling, cracking, shrinking or expansion;

(5) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.

(6) Mechanical breakdown, including rupture or bursting caused by centrifugal force. But if mechanical breakdown results in elevator collision, we will pay for the loss or damage caused by that elevator collision.

(7) The following causes of loss to personal property:

(a) Dampness or dryness of atmosphere;

(b) Changes in or extremes of temperature; or

(c) Marring or scratching.

But if an excluded cause of loss that is listed in **2.d.(1)** through **(7)** results in a "specified cause of loss" or building glass breakage, we will pay for the loss or damage caused by that "specified cause of loss" or building glass breakage.

**e. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control. But if explosion of steam boilers, steam pipes, steam engines or steam turbines results in fire or combustion explosion, we will pay for the loss or damage caused by that fire or combustion explosion. We will also pay for loss or damage caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.**

**f. Continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more.**

- g.** Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing, unless:
  - (1)** You do your best to maintain heat in the building or structure; or
  - (2)** You drain the equipment and shut off the supply if the heat is not maintained.
- h.** Dishonest or criminal act (including theft) by you, any of your partners, members, officers, managers, employees (including temporary employees and leased workers), directors, trustees or authorized representatives, whether acting alone or in collusion with each other or with any other party; or theft by any person to whom you entrust the property for any purpose, whether acting alone or in collusion with any other party.

This exclusion:

- (1)** Applies whether or not an act occurs during your normal hours of operation;
- (2)** Does not apply to acts of destruction by your employees (including temporary employees and leased workers) or authorized representatives; but theft by your employees (including temporary employees and leased workers) or authorized representatives is not covered.
- i.** Voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
- j.** Rain, snow, ice or sleet to personal property in the open.
- k.** Collapse, including any of the following conditions of property or any part of the property:
  - (1)** An abrupt falling down or caving in;
  - (2)** Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or
  - (3)** Any cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion as such condition relates to **(1)** or **(2)** above.

But if collapse results in a Covered Cause of Loss at the described premises, we will pay for the loss or damage caused by that Covered Cause of Loss.

This exclusion, **k.**, does not apply:

- (a)** To the extent that coverage is provided under the Additional Coverage, Collapse; or
  - (b)** To collapse caused by one or more of the following:
    - (i)** The "specified causes of loss";
    - (ii)** Breakage of building glass;
    - (iii)** Weight of rain that collects on a roof; or
    - (iv)** Weight of people or personal property.
  - l.** Discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the "specified causes of loss". But if the discharge, dispersal, seepage, migration, release or escape of "pollutants" results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".
- This exclusion, **l.**, does not apply to damage to glass caused by chemicals applied to the glass.
- m.** Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.
- 3.** We will not pay for loss or damage caused by or resulting from any of the following, **3.a.** through **3.c.** But if an excluded cause of loss that is listed in **3.a.** through **3.c.** results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.
- a.** Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph **1.** above to produce the loss or damage.
  - b.** Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
  - c.** Faulty, inadequate or defective:
    - (1)** Planning, zoning, development, surveying, siting;
    - (2)** Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
    - (3)** Materials used in repair, construction, renovation or remodeling; or
    - (4)** Maintenance;

of part or all of any property on or off the described premises.

#### 4. Special Exclusions

The following provisions apply only to the specified Coverage Forms:

##### a. Business Income (And Extra Expense) Coverage Form, Business Income (Without Extra Expense) Coverage Form, Or Extra Expense Coverage Form

We will not pay for:

- (1) Any loss caused by or resulting from:
  - (a) Damage or destruction of "finished stock"; or
  - (b) The time required to reproduce "finished stock".This exclusion does not apply to Extra Expense.
- (2) Any loss caused by or resulting from direct physical loss or damage to radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers.
- (3) Any increase of loss caused by or resulting from:
  - (a) Delay in rebuilding, repairing or replacing the property or resuming "operations", due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or
  - (b) Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the "suspension" of "operations", we will cover such loss that affects your Business Income during the "period of restoration" and any extension of the "period of restoration" in accordance with the terms of the Extended Business Income Additional Coverage and the Extended Period Of Indemnity Optional Coverage or any variation of these.
- (4) Any Extra Expense caused by or resulting from suspension, lapse or cancellation of any license, lease or contract beyond the "period of restoration".
- (5) Any other consequential loss.

##### b. Leasehold Interest Coverage Form

- (1) Paragraph **B.1.a.**, Ordinance Or Law, does not apply to insurance under this Coverage Form.
- (2) We will not pay for any loss caused by:
  - (a) Your cancelling the lease;
  - (b) The suspension, lapse or cancellation of any license; or
  - (c) Any other consequential loss.

##### c. Legal Liability Coverage Form

- (1) The following exclusions do not apply to insurance under this Coverage Form:
  - (a) Paragraph **B.1.a.** Ordinance Or Law;
  - (b) Paragraph **B.1.c.** Governmental Action;
  - (c) Paragraph **B.1.d.** Nuclear Hazard;
  - (d) Paragraph **B.1.e.** Utility Services; and
  - (e) Paragraph **B.1.f.** War And Military Action.
- (2) The following additional exclusions apply to insurance under this Coverage Form:

##### (a) Contractual Liability

We will not defend any claim or "suit", or pay damages that you are legally liable to pay, solely by reason of your assumption of liability in a contract or agreement. But this exclusion does not apply to a written lease agreement in which you have assumed liability for building damage resulting from an actual or attempted burglary or robbery, provided that:

- (i) Your assumption of liability was executed prior to the accident; and
- (ii) The building is Covered Property under this Coverage Form.

##### (b) Nuclear Hazard

We will not defend any claim or "suit", or pay any damages, loss, expense or obligation, resulting from nuclear reaction or radiation, or radioactive contamination, however caused.

## 5. Additional Exclusion

The following provisions apply only to the specified property:

### Loss Or Damage To Products

We will not pay for loss or damage to any merchandise, goods or other product caused by or resulting from error or omission by any person or entity (including those having possession under an arrangement where work or a portion of the work is outsourced) in any stage of the development, production or use of the product, including planning, testing, processing, packaging, installation, maintenance or repair. This exclusion applies to any effect that compromises the form, substance or quality of the product. But if such error or omission results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

## C. Limitations

The following limitations apply to all policy forms and endorsements, unless otherwise stated:

1. We will not pay for loss of or damage to property, as described and limited in this section. In addition, we will not pay for any loss that is a consequence of loss or damage as described and limited in this section.
  - a. Steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment. But we will pay for loss of or damage to such equipment caused by or resulting from an explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.
  - b. Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion.
  - c. The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:
    - (1) The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or
    - (2) The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.

- d. Building materials and supplies not attached as part of the building or structure, caused by or resulting from theft.

However, this limitation does not apply to:

- (1) Building materials and supplies held for sale by you, unless they are insured under the Builders Risk Coverage Form; or
  - (2) Business Income Coverage or Extra Expense Coverage.
- e. Property that is missing, where the only evidence of the loss or damage is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property.
  - f. Property that has been transferred to a person or to a place outside the described premises on the basis of unauthorized instructions.
  - g. Lawns, trees, shrubs or plants which are part of a vegetated roof, caused by or resulting from:
    - (1) Dampness or dryness of atmosphere or of soil supporting the vegetation;
    - (2) Changes in or extremes of temperature;
    - (3) Disease;
    - (4) Frost or hail; or
    - (5) Rain, snow, ice or sleet.
2. We will not pay for loss of or damage to the following types of property unless caused by the "specified causes of loss" or building glass breakage:
    - a. Animals, and then only if they are killed or their destruction is made necessary.
    - b. Fragile articles such as statuary, marbles, chinaware and porcelains, if broken. This restriction does not apply to:
      - (1) Glass; or
      - (2) Containers of property held for sale.
    - c. Builders' machinery, tools and equipment owned by you or entrusted to you, provided such property is Covered Property.

However, this limitation does not apply:

      - (1) If the property is located on or within 100 feet of the described premises, unless the premises is insured under the Builders Risk Coverage Form; or

(2) To Business Income Coverage or to Extra Expense Coverage.

3. The special limit shown for each category, **a.** through **d.**, is the total limit for loss of or damage to all property in that category. The special limit applies to any one occurrence of theft, regardless of the types or number of articles that are lost or damaged in that occurrence. The special limits are (unless a higher limit is shown in the Declarations):
- a.** \$2,500 for furs, fur garments and garments trimmed with fur.
  - b.** \$2,500 for jewelry, watches, watch movements, jewels, pearls, precious and semiprecious stones, bullion, gold, silver, platinum and other precious alloys or metals. This limit does not apply to jewelry and watches worth \$100 or less per item.
  - c.** \$2,500 for patterns, dies, molds and forms.
  - d.** \$250 for stamps, tickets, including lottery tickets held for sale, and letters of credit.

These special limits are part of, not in addition to, the Limit of Insurance applicable to the Covered Property.

This limitation, **C.3.**, does not apply to Business Income Coverage or to Extra Expense Coverage.

4. We will not pay the cost to repair any defect to a system or appliance from which water, other liquid, powder or molten material escapes. But we will pay the cost to repair or replace damaged parts of fire-extinguishing equipment if the damage:
- a.** Results in discharge of any substance from an automatic fire protection system; or
  - b.** Is directly caused by freezing.

However, this limitation does not apply to Business Income Coverage or to Extra Expense Coverage.

#### **D. Additional Coverage – Collapse**

The coverage provided under this Additional Coverage, Collapse, applies only to an abrupt collapse as described and limited in **D.1.** through **D.7.**

1. For the purpose of this Additional Coverage, Collapse, abrupt collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.

2. We will pay for direct physical loss or damage to Covered Property, caused by abrupt collapse of a building or any part of a building that is insured under this Coverage Form or that contains Covered Property insured under this Coverage Form, if such collapse is caused by one or more of the following:

- a.** Building decay that is hidden from view, unless the presence of such decay is known to an insured prior to collapse;
- b.** Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an insured prior to collapse;
- c.** Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs during the course of the construction, remodeling or renovation.
- d.** Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs after the construction, remodeling or renovation is complete, but only if the collapse is caused in part by:

- (1) A cause of loss listed in **2.a.** or **2.b.**;
- (2) One or more of the "specified causes of loss";
- (3) Breakage of building glass;
- (4) Weight of people or personal property; or
- (5) Weight of rain that collects on a roof.

3. This **Additional Coverage – Collapse** does **not** apply to:

- a.** A building or any part of a building that is in danger of falling down or caving in;
- b.** A part of a building that is standing, even if it has separated from another part of the building; or
- c.** A building that is standing or any part of a building that is standing, even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

4. With respect to the following property:

- a.** Outdoor radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers;

- b. Awnings, gutters and downspouts;
  - c. Yard fixtures;
  - d. Outdoor swimming pools;
  - e. Fences;
  - f. Piers, wharves and docks;
  - g. Beach or diving platforms or appurtenances;
  - h. Retaining walls; and
  - i. Walks, roadways and other paved surfaces;
- if an abrupt collapse is caused by a cause of loss listed in **2.a.** through **2.d.**, we will pay for loss or damage to that property only if:

- (1) Such loss or damage is a direct result of the abrupt collapse of a building insured under this Coverage Form; and
- (2) The property is Covered Property under this Coverage Form.

5. If personal property abruptly falls down or caves in and such collapse is **not** the result of abrupt collapse of a building, we will pay for loss or damage to Covered Property caused by such collapse of personal property only if:
- a. The collapse of personal property was caused by a cause of loss listed in **2.a.** through **2.d.**;
  - b. The personal property which collapses is inside a building; and
  - c. The property which collapses is not of a kind listed in **4.**, regardless of whether that kind of property is considered to be personal property or real property.

The coverage stated in this Paragraph **5.** does not apply to personal property if marring and/or scratching is the only damage to that personal property caused by the collapse.

- 6. This Additional Coverage, Collapse, does not apply to personal property that has not abruptly fallen down or caved in, even if the personal property shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.
- 7. This Additional Coverage, Collapse, will not increase the Limits of Insurance provided in this Coverage Part.
- 8. The term Covered Cause of Loss includes the Additional Coverage, Collapse, as described and limited in **D.1.** through **D.7.**

**E. Additional Coverage – Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria**

1. The coverage described in **E.2.** and **E.6.** only applies when the "fungus", wet or dry rot or bacteria are the result of one or more of the following causes that occur during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence:

- a. A "specified cause of loss" other than fire or lightning; or
- b. Flood, if the Flood Coverage Endorsement applies to the affected premises.

This Additional Coverage does not apply to lawns, trees, shrubs or plants which are part of a vegetated roof.

2. We will pay for loss or damage by "fungus", wet or dry rot or bacteria. As used in this Limited Coverage, the term loss or damage means:

- a. Direct physical loss or damage to Covered Property caused by "fungus", wet or dry rot or bacteria, including the cost of removal of the "fungus", wet or dry rot or bacteria;
- b. The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungus", wet or dry rot or bacteria; and
- c. The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungus", wet or dry rot or bacteria are present.

3. The coverage described under **E.2.** of this Limited Coverage is limited to \$15,000. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences of "specified causes of loss" (other than fire or lightning) and Flood which take place in a 12-month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in "fungus", wet or dry rot or bacteria, we will not pay more than a total of \$15,000 even if the "fungus", wet or dry rot or bacteria continue to be present or active, or recur, in a later policy period.

4. The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by "fungus", wet or dry rot or bacteria, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.

If there is covered loss or damage to Covered Property, not caused by "fungus", wet or dry rot or bacteria, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that "fungus", wet or dry rot or bacteria cause an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited Coverage.

5. The terms of this Limited Coverage do not increase or reduce the coverage provided under Paragraph F.2. (Water Damage, Other Liquids, Powder Or Molten Material Damage) of this Causes Of Loss form or under the Additional Coverage, Collapse.
6. The following, 6.a. or 6.b., applies only if Business Income and/or Extra Expense Coverage applies to the described premises and only if the "suspension" of "operations" satisfies all terms and conditions of the applicable Business Income and/or Extra Expense Coverage Form:
- a. If the loss which resulted in "fungus", wet or dry rot or bacteria does not in itself necessitate a "suspension" of "operations", but such "suspension" is necessary due to loss or damage to property caused by "fungus", wet or dry rot or bacteria, then our payment under Business Income and/or Extra Expense is limited to the amount of loss and/or expense sustained in a period of not more than 30 days. The days need not be consecutive.
  - b. If a covered "suspension" of "operations" was caused by loss or damage other than "fungus", wet or dry rot or bacteria but remediation of "fungus", wet or dry rot or bacteria prolongs the "period of restoration", we will pay for loss and/or expense sustained during the delay (regardless of when such a delay occurs during the "period of restoration"), but such coverage is limited to 30 days. The days need not be consecutive.

## F. Additional Coverage Extensions

### 1. Property In Transit

This Extension applies only to your personal property to which this form applies.

- a. You may extend the insurance provided by this Coverage Part to apply to your personal property (other than property in the care, custody or control of your salespersons) in transit more than 100 feet from the described premises. Property must be in or on a motor vehicle you own, lease or operate while between points in the coverage territory.
- b. Loss or damage must be caused by or result from one of the following causes of loss:
  - (1) Fire, lightning, explosion, windstorm or hail, riot or civil commotion, or vandalism.
  - (2) Vehicle collision, upset or overturn. Collision means accidental contact of your vehicle with another vehicle or object. It does not mean your vehicle's contact with the roadbed.
  - (3) Theft of an entire bale, case or package by forced entry into a securely locked body or compartment of the vehicle. There must be visible marks of the forced entry.
- c. The most we will pay for loss or damage under this Extension is \$5,000.

This Coverage Extension is additional insurance. The Additional Condition, Coinsurance, does not apply to this Extension.

### 2. Water Damage, Other Liquids, Powder Or Molten Material Damage

If loss or damage caused by or resulting from covered water or other liquid, powder or molten material damage loss occurs, we will also pay the cost to tear out and replace any part of the building or structure to repair damage to the system or appliance from which the water or other substance escapes. This Coverage Extension does not increase the Limit of Insurance.

### 3. Glass

- a. We will pay for expenses incurred to put up temporary plates or board up openings if repair or replacement of damaged glass is delayed.
- b. We will pay for expenses incurred to remove or replace obstructions when repairing or replacing glass that is part of a building. This does not include removing or replacing window displays.

This Coverage Extension **F.3.** does not increase the Limit of Insurance.

### G. Definitions

- 1. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
- 2. "Specified causes of loss" means the following:
  - a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:
    - (1) The cost of filling sinkholes; or
    - (2) Sinking or collapse of land into man-made underground cavities.
  - b. Falling objects does not include loss or damage to:
    - (1) Personal property in the open; or
    - (2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.
  - c. Water damage means:
    - (1) Accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a plumbing, heating, air conditioning or other system or appliance (other than a sump system including its related equipment and parts), that is located on the described premises and contains water or steam; and

- (2) Accidental discharge or leakage of water or waterborne material as the direct result of the breaking apart or cracking of a water or sewer pipe caused by wear and tear, when the pipe is located off the described premises and is connected to or is part of a potable water supply system or sanitary sewer system operated by a public or private utility service provider pursuant to authority granted by the state or governmental subdivision where the described premises are located.

But water damage does not include loss or damage otherwise excluded under the terms of the Water Exclusion. Therefore, for example, there is no coverage under this policy in the situation in which discharge or leakage of water results from the breaking apart or cracking of a pipe which was caused by or related to weather-induced flooding, even if wear and tear contributed to the breakage or cracking. As another example, and also in accordance with the terms of the Water Exclusion, there is no coverage for loss or damage caused by or related to weather-induced flooding which follows or is exacerbated by pipe breakage or cracking attributable to wear and tear.

To the extent that accidental discharge or leakage of water falls within the criteria set forth in **c.(1)** or **c.(2)** of this definition of "specified causes of loss," such water is not subject to the provisions of the Water Exclusion which preclude coverage for surface water or water under the surface of the ground.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CYBER INCIDENT EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART  
STANDARD PROPERTY POLICY

**A. The following exclusion is added to Paragraph B. Exclusions:**

We will not pay for loss or damage caused directly or indirectly by the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

**Cyber Incident**

1. Unauthorized access to or use of any computer system (including electronic data).
2. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system (including electronic data) and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system (including electronic data) or otherwise disrupt its normal functioning or operation.
3. Denial of service attack which disrupts, prevents or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation.

**B. Exceptions And Limitations**

**1. Fire Or Explosion**

If a cyber incident as described in Paragraphs **A.1.** through **A.3.** of this exclusion results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

**2. Additional Coverage**

The exclusion in Paragraph **A.** does not apply to the extent that coverage is provided in the:

- a. Additional Coverage – Electronic Data; or
- b. Additional Coverage – Interruption Of Computer Operations.

**3. Electronic Commerce Endorsement**

The exclusion in Paragraph **A.** does not apply to the Electronic Commerce (E-Commerce) endorsement when attached to your policy.

**C. Vandalism**

The following is added to Vandalism, if Vandalism coverage is not otherwise excluded under the Standard Property Policy or the Causes Of Loss – Basic, Broad or Special Forms and if applicable to the premises described in the Declarations:

Vandalism does not include a cyber incident as described in Paragraph **A.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PROPERTY ENHANCEMENT COVERAGE – NOT-FOR-PROFIT ORGANIZATIONS**

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM  
CAUSES OF LOSS – SPECIAL FORM

The following **SCHEDULE** is a summary of the various coverages and limits provided by this endorsement. No coverage is provided by this summary. Refer to the provisions in Sections **A.** through **L.** to determine the scope of the insurance protection provided by this endorsement.

### **SCHEDULE**

<b>SCHEDULED COVERAGES</b>	<b>LIMITS OF INSURANCE</b>	<b>PAGE</b>
Automated External Defibrillators	\$5,000	7
Boundary Extension	1,000 feet	2
Broadened Named Insured	Included	2
Claim Data Expenses	\$10,000	3
Computer Fraud	\$10,000/\$30,000	3
Crisis Communication Expenses	\$12,500/\$25,000	3
Electronic Data Processing Equipment And Electronic Data	\$50,000	7
Emergency Real Estate Consulting Fee	\$25,000	3
Employee Dishonesty	\$100,000	3
Expanded Building Definition	Included	2
Fine Arts	\$25,000	8
Fire Department Service Charge	\$25,000	10
Fire Extinguisher Systems Recharge Expenses	\$25,000	4
Forgery Or Alteration	\$50,000	4
Identity Theft Expenses	\$25,000	5
Lease Cancellation Moving Expense	\$10,000	5
Money And Securities	\$25,000	5
Newly Acquired or Constructed Property:		
• Building	\$1,000,000	11
• Your Business Personal Property	\$ 500,000	
Ordinance Or Law – Coverage A	Building Limit	10
Ordinance Or Law – Coverages B & C	\$500,000	10
Outdoor Signs	\$10,000	12
Personal Effects And Property Of Others	\$10,000/\$50,000	11
Property In Transit	\$25,000	12
Property Off Premises	\$100,000	12
Reward Payment	25% or \$25,000	5
Safe Burglary	\$25,000	6
Sewers And Drains – Discharge Of Water	\$30,000	8
Spoilage – Direct Damage	\$10,000	8
Temporary Meeting Space	\$10,000	9
Tenant Glass	Included	9
Tenant Move Back Expenses	\$25,000	9
Unintentional Errors In Description	Included	12

COVERAGES WITH COMBINED LIMITS OF INSURANCE	LIMITS OF INSURANCE	PAGE
<b>Various:</b>	\$100,000	
Accounts Receivable	Included	6
Business Income (And Extra Expense)	Included	12
Valuable Papers And Records	Included	12

The Limits of Insurance indicated in this endorsement are the most we will pay for the coverages included in this endorsement. If two or more different coverages in this endorsement or in this policy apply to the same loss, the higher Limits of Insurance will apply. If additional limits for the same coverage are purchased, the limits shown in this endorsement will apply in excess of the insurance purchased separately. The Building and Business Personal Property Deductible shown in the Declarations applies unless otherwise indicated. Throughout this endorsement, any reference to described premises means the premises described in the Declarations and any reference to covered location means the location shown in the Schedule of Locations.

**A. The Named Insured shown in the Declarations is amended to include:**

1. Any business entity organized under the laws of the United States of America (including any state thereof, its territories or possessions), or Canada (including any province thereof) will qualify as a Named Insured if there is no similar insurance available to that business entity, provided that one or more Named Insureds shown in the Declarations have, at the inception of the policy period, an ownership interest in such business entity of more than 50%. However, if a Named Insured has an ownership interest in a business entity of more than 50%, the business entity will not be a Named Insured if such business entity is an insured under any other liability policy or would be an insured under such policy but for its termination or the exhaustion of its Limit of Insurance; and
2. For Building coverage only, any person or organization that rents a building to you if you are required by written lease agreement or any other written contract to provide such insurance for the interest of the building owner.

**B. COMBINED LIMITS OF INSURANCE**

1. Selected coverages in this endorsement and coverages in the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM CP 00 10** share Combined Limits of Insurance in this endorsement as follows:  
**\$100,000** – Accounts Receivable, Business Income and Extra Expense, and Valuable Papers And Records.
2. For covered loss or damage provided by one or more of the coverages listed below:
  - a. Accounts Receivable;
  - b. Business Income And Extra Expense; and
  - c. Valuable Papers And Records;

we will pay up to \$100,000 in total for any one occurrence, regardless of the number of applicable coverages, or items lost or damaged. This Limit of Insurance applies in excess of the Deductible shown in the Declarations. After loss, you may allocate this Limit of Insurance among the coverages shown in **2. a., b. and c.** above, however, the aggregate allocation or amount payable will not exceed the \$100,000 Combined Limit of Insurance.

**C. With respect to BUILDING AND PERSONAL PROPERTY COVERAGE FORM CP 00 10, A. Coverage, is amended by the following:**

1. All references to property within 100 feet of the described premises are changed to within 1,000 feet of the described premises.
2. The following are added to paragraph **1.a. Building**:
  - (1) Fences;
  - (2) Retaining walls;
  - (3) Walks, patios or other paved surfaces;
  - (4) The cost of excavations, grading, backfilling or filling;
  - (5) Foundations of buildings, structures, machinery or boilers;

- (6) Underground pipes, flues or drains; and
- (7) Television and radio towers, antennas, satellite dishes, guy wires, lead-in wiring and masts. Property permanently attached to these types of property is included.
- 3. Paragraph **2. Property Not Covered** is amended by the following:  
Paragraphs **d.**, **f.**, **g.**, **i.** and **m.** are deleted.
- 4. Paragraph **A. Coverage, 2. Property Not Covered**, paragraph **q.(2)** is replaced by the following:  
(2) Trees, shrubs or plants (other than “stock” of trees, shrubs or plants), all except as provided in the Coverage Extensions.
- D. With respect to **BUILDING AND PERSONAL PROPERTY COVERAGE FORM CP 00 10**, the following is added to **A. Coverage, 4. Additional Coverages**:
  - a. **Claim Data Expenses**
    - (1) We will pay for the reasonable and necessary expenses you incur to prepare claim data when we require it. This includes the cost of taking inventories, making appraisals and preparing other documentation to show the extent of loss.
    - (2) We will not pay for:
      - (a) Any expenses incurred, directed or billed by or payable to attorneys, insurance adjusters or their associates or subsidiaries;
      - (b) Any costs as provided in **E. Loss Conditions, 2. Appraisal**; or
      - (c) Any expenses incurred, directed or billed by or payable to insurance brokers or agents, or their associates or subsidiaries without our written consent prior to such expenses being incurred.
    - (3) The most we will pay in any one occurrence is \$10,000.
  - b. **Computer Fraud**
    - (1) We will pay for the loss of “money”, “securities” and other property resulting directly from the unauthorized use or access of an insured’s computer by a natural person, other than an “employee”, to fraudulently cause a transfer of “money”, “securities” or other property from inside a building at the described premises or from any bank or similar safe depository:
      - (a) To a person outside those premises; or
      - (b) To a place outside those premises.
    - (2) The most we will pay for loss or damage in any one occurrence is \$10,000, subject to \$30,000 in total for all occurrences during the policy period.
    - (3) With respect to this Additional Coverage, all loss:
      - (a) Caused by one or more persons; and
      - (b) Involving a single act or series of acts:  
is considered one occurrence.
  - c. **Crisis Communication Expenses**
    - (1) We will pay for the actual “crisis communication expenses” you incur due to an “incident” arising from a “crisis” occurring at any of the premises shown in the Declarations or at an event sponsored by you.
    - (2) We will only reimburse you for those “crisis communication expenses” you incur as a direct result of an “incident” that occurs during the policy period and which is reported to us in writing within 180 days of the date the “crisis” “incident” occurred.
    - (3) The most we will pay is \$12,500 per “incident” and \$25,000 in total for all “incidents” during the policy period.
  - d. **Emergency Real Estate Consultant Fee**  
We will reimburse you up to \$25,000 in any one policy period for any realtor's fee or real estate consultant's fee that is required to relocate as a direct result of loss or damage by a Covered Cause of Loss to Covered Property at a described premises.
  - e. **Employee Dishonesty**

- (1) We will pay for direct loss to Your Business Personal Property and for the direct loss of “money” and “securities” resulting from dishonest acts committed by any of your “employees” acting alone or in collusion with other persons (except you or your partner) with the manifest intent to:
  - (a) Cause you to sustain loss or damage; and
  - (b) Obtain financial benefit (other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefits earned in the normal course of employment) for;
    - (i) Any “employee”; or
    - (ii) Any other person or organization.
- (2) We will not pay for loss resulting from any dishonest or criminal act that you or any of your partners or “members” commit whether acting alone or in collusion with other persons.
- (3) All loss caused by one or more persons or involving a single act or series of acts is considered one occurrence.
- (4) If any loss is covered:
  - (a) Partly by this insurance; and
  - (b) Partly by any prior cancelled or terminated insurance that we or any affiliate had issued to you or any predecessor in interest;
 the most we will pay is the larger of the amount recoverable under this insurance or the prior insurance. We will pay only for loss you sustain through acts committed or events occurring during the annual policy period. Regardless of the number of years this policy remains in force or the number of premiums paid, the Limit of Insurance does not accumulate from year to year or policy period to policy period.
- (5) This Additional Coverage does not apply to loss caused by any “employee” sustained after:
  - (a) You; or
  - (b) Any of your partners, “members”, “managers”, officers, directors or trustees not in collusion with the “employee”;
 learn of any dishonest act committed by that “employee” before or after being hired by you.
- (6) We will pay only for covered loss sustained during the policy period and discovered no later than one year from the end of the policy expiration.
- (7) The most we will pay in any one occurrence is \$100,000.
- (8) With respect to this Additional Coverage, all loss:
  - (a) Caused by one or more persons; and
  - (b) Involving a single act or series of acts;
 is considered one occurrence.

**f. Fire Extinguisher Systems Recharge Expenses**

- (1) We will pay for the cost of:
  - (a) Recharging or refilling your fire extinguishers and fire extinguishing systems that have discharged accidentally or discharged while being used to combat a covered fire; and
  - (b) In the event of an accidental discharge, replacing or repairing faulty valves or controls which caused the discharge.
- (2) No coverage will apply if the fire extinguishing system is discharged during installation or testing.
- (3) The most we will pay in any one occurrence is \$25,000.
- (4) No deductible applies to this Additional Coverage.

**g. Forgery Or Alteration**

- (1) We will pay for loss resulting directly from “forgery” or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain of “money” that are drawn against your bank account.

- (2) For the purpose of this coverage, we will consider electronically or mechanically reproduced facsimile signatures the same as handwritten signatures.
- (3) If you are sued for refusing to pay any instrument covered in paragraph (1) above on the basis that it has been forged or altered and you have our written consent to defend against the suit, we will pay for any reasonable and necessary legal expenses that you incur and pay in that defense.
- (4) The most we will pay in any one occurrence is \$50,000.
- (5) With respect to this Additional Coverage, all loss:
  - (a) Caused by one or more persons; and
  - (b) Involving a single act or series of acts:
 is considered one occurrence.

**h. Identity Theft Expenses**

- (1) We will reimburse you in any one policy period for the reasonable and necessary expenses incurred by any director or officer presently working for the Named Insured as a direct result of any "identity theft" occurring, discovered and reported during the policy period.
- (2) Identity theft expenses are limited to the following:
  - (a) The costs of notarizing documents required by financial institutions or similar creditors as testaments to fraud;
  - (b) The costs for certified mail to law enforcement agencies, credit agencies, financial institutions or similar creditors; and
  - (c) The loan application fees for re-applying for loans when the original application is rejected solely because of incorrect credit information.
- (3) The most we will pay in any one occurrence is \$25,000.
- (4) No deductible applies to this Additional Coverage.

**i. Lease Cancellation Moving Expense**

We will reimburse you up to \$10,000 for the reasonable and necessary moving expenses you incur when moving is made necessary by the cancellation of a lease at locations you occupy and that are described in the Declarations. The cancellation must result from direct physical loss or damage to Covered Property caused by or resulting from a Covered Cause of Loss.

**j. Money And Securities**

- (1) We will pay for loss of "money" and "securities" used in your business resulting directly from "theft", disappearance, or destruction, while:
  - (a) In or on the described premises, or within a bank or savings institution; or
  - (b) Anywhere outside the premises.
- (2) We will not pay for loss:
  - (a) Resulting from accounting or arithmetical errors or omissions;
  - (b) Due to the giving or surrendering of property in any exchange or purchase; or
  - (c) Of property contained in any "money" operated device unless the amount of "money" deposited in it is recorded by a continuous reading instrument in the device.
- (3) You must keep records of all "money" and "securities" so we can verify the amount of any loss.
- (4) All loss caused by one or more persons or involving a single act or series of related acts is considered one occurrence.
- (5) The most we will pay for any one occurrence is \$25,000.
- (6) With respect to this Additional Coverage, all loss:
  - (a) Caused by one or more persons; and
  - (b) Involving a single act or series of acts:
 is considered one occurrence.

**k. Reward Payment**

- (1) We will reimburse you for rewards paid as follows:
- (a) Up to 25% of the loss or damage up to a maximum of \$25,000 in any one occurrence to an eligible person for information leading to the arrest and conviction of any person or persons committing a crime resulting in loss to Covered Property from a Covered Cause of Loss. However we will pay no more than the lesser of the following amounts:
    - (i) Actual cash value of the Covered Property at the time of loss or damage, but not more than the amount required to repair or replace it; or
    - (ii) The amount determined by the loss settlement procedure applicable to the Covered Property under **E. Loss Conditions, 4. Loss Payment.**
  - (b) Up to \$25,000 in any one occurrence to an eligible person for the return of stolen Covered Property, when the loss or damage is caused by "theft". However, we will pay no more than the lesser of the following amounts:
    - (i) Actual cash value based on the condition of the Covered Property at the time it is returned, but not more than the amount required to repair or replace it; or
    - (ii) The amount determined by the loss settlement procedure applicable to the returned Covered Property under **E. Loss Conditions, 4. Loss Payment.**
- (2) This Additional Coverage applies subject to the following conditions:
- (a) An eligible person means that person designated by a law enforcement agency as being the first to voluntarily provide the information leading to the arrest and conviction or return of the stolen Covered Property and who is not:
    - (i) You or any family member;
    - (ii) Your "employee" or any of his or her family members;
    - (iii) An "employee" of a law enforcement agency;
    - (iv) An "employee" of a business engaged in property protection;
    - (v) Any person who had custody of the Covered Property at the time the "theft" was committed; or
    - (vi) Any person involved in the crime.
  - (b) No reward will be reimbursed unless and until the persons committing the crime are convicted or the Covered Property is returned.
- (3) No deductible applies to this Additional Coverage.

**I. Safe Burglary**

- (1) We will pay for loss or damage to a locked safe, vault, cash register, cash box or cash drawer located inside the premises resulting directly from an actual or attempted "theft" of or unlawful entry into those containers.
- (2) The most we will pay for loss in any one occurrence is \$25,000.
- (3) With respect to this Additional Coverage, all loss:
  - (a) Caused by one or more persons; and
  - (b) Involving a single act or series of acts:
 is considered one occurrence.

**E. With respect to BUILDING AND PERSONAL PROPERTY COVERAGE FORM CP 00 10, the following is added to A. Coverage, 5. Coverage Extensions:**

**a. Accounts Receivable**

- (1) If your records of accounts receivable are lost or damaged by a Covered Cause Of Loss, we will pay:
  - (a) All amounts due from your customers that you are unable to collect;
  - (b) Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
  - (c) Collection expenses that are in excess of your normal collection expenses that are made necessary by the loss or damage; and

(d) Other reasonable and necessary expenses that you incur to re-establish your records of accounts receivable.

(2) With regard to this extension, the following is added to **CAUSES OF LOSS – SPECIAL FORM CP 10 30, B. Exclusions:**

We will not pay for loss or damage caused by or resulting from:

- a. Alteration, falsification, concealment or destruction of records of accounts receivable done to conceal the wrongful giving, taking, or withholding of money, securities, or other property. This provision applies only to the extent of the wrongful giving, taking or withholding.
- b. Bookkeeping, accounting, or billing errors or omissions.
- c. Electrical or magnetic injury, disturbance, or erasure of electronic recordings. But we will pay for direct loss or damage caused by lightning.
- d. Errors in machine programming or instructions to machines.
- e. Operator or programmer error.
- f. Unauthorized instructions to transfer property to any person or to any place.

We will not pay for loss or damage that requires any audit of records of any inventory to prove its factual existence.

(3) If you cannot accurately establish the amount of accounts receivable outstanding as of the time of loss, the following method will be used:

- (a) Determine the total of the average monthly amounts of accounts receivable for the 12 months immediately preceding the month in which the loss occurs; and
- (b) Adjust that total for any normal fluctuations in the amount of accounts receivable for the month in which the loss occurred or for any demonstrated variance from the average that month.

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

- (a) The amount of the accounts for which there is no loss or damage;
- (b) The amount of the accounts that you are able to re-establish or collect;
- (c) An amount to allow for probable bad debts that you are normally unable to collect; and
- (d) All unearned interest and service charges.

(5) See **B. COMBINED LIMITS OF INSURANCE**, paragraph 2. in this endorsement for the Limits of Insurance applicable to this coverage.

**b. Automated External Defibrillators**

We will pay up to \$5,000 in any one occurrence to cover physical loss or physical damage caused by a Covered Cause of Loss to automated external defibrillators located at each premises described in the Declarations.

**c. Electronic Data Processing Equipment**

(1) We will pay for loss or damage to “electronic data processing equipment” located in or on:

- (a) A building described in the Declarations or in the open within 1,000 feet of the described premises;
- (b) A building you newly acquire at a location described in the Declarations; or
- (c) At any location you acquire by purchase or lease (other than at fairs, trade shows or exhibitions).

(2) With respect to insurance provided in (1)(a) and (1)(c) above, coverage will end when any of the following first occurs:

- (a) This policy expires;
- (b) 90 days after you acquire the property or begin to construct the property;
- (c) You report values to us; or
- (d) The property is more specifically insured.

(3) The most we will pay in any one occurrence is \$50,000.

**d. Fine Arts**

- (1) We will pay for direct physical loss or damage to fine arts that you own or that belong to others while in your care, custody or control.
- (2) Fine arts include property of rare, historical or artistic merit including, but not limited to, paintings, drawings, etchings, pictures, tapestries, art or rare glass, art glass windows, valuable rugs, statuary, sculptures, antique furniture, antique jewelry and bric-a-brac.
- (3) Our payment for loss of or damage to fine arts of others in your care, custody or control will only be for the account of the owner of the fine arts.
- (4) The value of fine arts, including newly acquired property, will be based on a qualified, professional appraisal conducted within the last three years. If an appraisal is not available, the value will be based on the least of the following amounts:
  - (a) The actual cash value of the property;
  - (b) The cost of reasonably restoring that property to its condition immediately before loss; or
  - (c) The cost of replacing that property with substantially identical property.

In the event of loss, the value of the property will be determined as of the time of loss.
- (5) The most we will pay in any one occurrence is \$25,000 at each described premises.

**e. Sewers And Drains – Discharge Of Water**

- (1) The Covered Causes Of Loss is extended to include direct physical loss or damage to Covered Property caused by or resulting from a discharge of water or waterborne material from a sewer, drain or sump located on the described premises, provided such discharge is not caused by or resulting from any flood. Flood means a general and temporary condition of partial or complete inundation of normally dry land areas due to:
  - (a) The overflow of inland or tidal waters;
  - (b) The unusual or rapid accumulation of runoff of surface waters from any source; or
  - (c) Mudslides or mudflows which are caused by flooding as defined in (b) above.

For the purpose of this Covered Cause of Loss, a mudslide or mudflow involves a river of liquid and flowing mud on the surface of normally dry land areas as when earth is carried by a current of water and deposited along the path of the current.
- (2) With regard to this coverage, **CAUSES OF LOSS – SPECIAL FORM CP 10 30, B. Exclusions, g. Water**, paragraph (3) is deleted.
- (3) We will not pay the cost of repairing or replacing a sewer, drain, sump, sump pump or any related parts or equipment.
- (4) The most we will pay for direct physical loss is \$30,000 in any one occurrence or the Limits of Insurance shown in the Declarations for your covered building and business personal property, whichever is less.

**f. Spoilage – Direct Damage**

- (1) We will pay for direct physical loss or damage to Your Business Personal Property and Personal Property of Others caused by:
  - (a) Change in temperature or humidity resulting directly from:
    - (i) Fluctuation or total interruption of electrical power on the covered premises resulting from conditions beyond your control;
    - (ii) Mechanical breakdown of any refrigerating or cooling apparatus or equipment, including the blowing of any fuse, fuses or circuit breakers;
    - (iii) The freezing of perishable “stock” resulting from the faulty operation of any stationary heating plant, when such perishable “stock” is within a building on the covered premises; or
  - (b) Contamination by a refrigerant, ammonia or any other substance that is declared to be hazardous to health by a governmental agency resulting from mechanical breakdown or failure of equipment.
- (2) We will not pay for loss or damage caused by:

- (a) The disconnection of any refrigeration, cooling, heating or humidity control equipment or apparatus from the source of power;
- (b) The deactivation or reduction electrical power caused by the manipulation of any switch or other device used to control the flow of electrical power from an electrical utility company or other power source caused by deliberate acts taken to shed load or to maintain system integrity;
- (c) The inability of an electrical utility company or other power source to provide sufficient power due to a cyber breach, lack of fuel, governmental order or lack of generating capacity to meet demand.

(3) The most we will pay for loss or damage in any one occurrence is \$10,000.

**g. Temporary Meeting Space**

We will reimburse you up to \$10,000 in any one policy period for the reasonable and necessary expenses that you incur due to the temporary unavailability of your primary office space due to the failure of a climate control system or leakage of a hot water heater during the policy period. Expenses will be reimbursed only for the rental of temporary meeting space required for meeting with entities that are not insured under this policy.

**h. Tenant Glass**

- (1) You may extend Your Business Personal Property coverage to apply to loss or damage to building glass resulting from or caused by a Covered Cause of Loss.
- (2) This Coverage Extension applies when you are a tenant and have a contractual obligation to insure the building glass. However, we will not pay for loss or damage under this Coverage Extension when such contract also requires you to insure the building.
- (3) Building glass is considered the glass that is part of the building or structure, including solar heating panels, glass building blocks, skylights, glass doors and windows and their encasement frames, alarm tape, lettering and ornamentation. It does not include art glass, half tone screens, lenses, memorial windows, mosaic art, rotogravure screens or any stained glass.
- (4) This coverage is included within the Limits of Insurance shown in the Declarations as applicable to Your Business Personal Property.

**i. Tenant Move Back Expenses**

- (1) In the event that your tenants must temporarily vacate the covered building at the described premises, we will pay the following expenses you actually incur to move those tenants out of and back into your covered building. The vacancy must have occurred while the portion of the building rented by the tenant could not be occupied due to direct physical loss or damage by a Covered Cause of Loss.
- (2) Expenses are limited to the following:
  - (a) Packing and transporting tenant's business personal property including the cost of insuring the move out and back and any necessary disassembly and reassembly or setup of fixtures and equipment; and
  - (b) The net cost to discontinue and re-establish the tenants' utility and telephone services, after any refunds due the tenants.
  - (c) Costs to unpack and reshel stock and supplies.
- (3) Expenses do not include:
  - (a) Damage caused by the termination of a lease or other agreement; or
  - (b) Security deposits or other payments, forfeiture or penalties to the landlord or lessor of other premises.
- (4) We will only pay for expenses that you actually incur within 60 days of the date that the damaged building has been repaired or rebuilt.
- (5) If the tenant has valid and collectible insurance which would pay for Tenant Move Back Expenses, we will pay only for the amount in excess of the amount payable for such insurance.
- (6) Regardless of the number of tenants involved, the most we will pay in any one occurrence is \$25,000.

**F. With respect to BUILDING AND PERSONAL PROPERTY COVERAGE FORM CP 00 10, A. Coverages, 4. Additional Coverages is amended by the following:**

**1. Electronic Data**

The limit in paragraph (4) is increased from \$2,500 to \$50,000.

**2. Fire Department Service Charge**

The limit in paragraph c. is increased from \$1,000 to \$25,000 and no deductible applies to this Additional Coverage.

**3. Increased Cost Of Construction** is replaced by the following:**Ordinance Or Law**

a. We will pay for the following loss or damage caused by the enforcement of any ordinance or law:

**(1) Coverage A – Coverage For Loss To The Undamaged Portion Of The Building**

(a) In the event of damage to covered buildings by a Covered Cause of Loss, we will pay for the loss in value of the undamaged portion of the building as a consequence of a requirement to comply with an ordinance or law that requires demolition of undamaged parts of the covered property.

(b) If the property is repaired or replaced, on the same or another premises, we will not pay more for loss or damage to Covered Property, including loss caused by enforcement of an ordinance or law, than the lesser of:

(i) The amount you spend to repair, reconstruct or remodel the building on the same premises and to the same height, floor area, style and comparable quality to the original property insured; or

(ii) The Limit of Insurance applicable to the covered building property.

(c) If the property is not repaired or replaced, we will not pay more for loss or damage to Covered Property, including loss caused by enforcement of an ordinance or law, than the lesser of:

(i) The actual cash value of the building at the time of loss; or

(ii) The Limit of Insurance applicable to the covered building property.

The Limit of Insurance for Coverage A. is included in applicable Building Limit of Insurance shown in the Declarations.

**(2) Coverage B – Demolition Cost Coverage**

(a) With respect to the building that has sustained covered direct physical damage, we will pay the cost to demolish and clear the site of undamaged parts of the same building as a consequence of a requirement to comply with ordinance or law that requires demolition of such undamaged property.

(b) The most we will pay under Coverage B is shown in paragraph (4) below.

**(3) Coverage C – Increased Cost Of Construction Coverage**

With respect to the building that has sustained covered direct physical damage, we will pay the increased costs subject to the following limitations:

(a) We will not pay for the increased cost of construction:

(i) Unless the reconstructed or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law;

(ii) Until the property is actually repaired or replaced, at the same or another premises;

(iii) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years; or

(iv) If you were required to comply with the ordinance or law before the loss, even when the building was undamaged, and you failed to comply.

(b) If the building is repaired or replaced at the same premises the most we will pay for the increased cost of construction is the increased cost of construction at the premises. If you elect to reconstruct at another premises, or if the ordinance or law requires you to relocate to another

premises, the most we will pay for the increased cost of construction is the increased cost of construction at the new premises.

(c) The most we will pay under Coverage **C** is shown in paragraph (4) below.

(4) Coverages **B** and **C** above share Combined Limits Of Insurance. For covered loss or damage, we will pay up to \$500,000 in total for any one occurrence, regardless of the number of applicable coverages in any one occurrence, or:

(a) In the case of Coverage **B**, the amount you actually spend to demolish and clear the site of the described premises, whichever is less; or

(b) In the case of Coverage **C**, the amount you actually spend to repair, reconstruct or remodel the damaged parts of the building, whichever is less.

You may allocate this limit among the applicable coverages as you choose.

b. Under this Additional Coverage, we will not pay for:

(1) The enforcement of or compliance with any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling, or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot, or bacteria; or

(2) Any costs associated with the enforcement of or compliance with any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot, or bacteria.

c. The ordinance or law referred to in this Additional Coverage is an ordinance or law that regulates the demolition, construction or repair of property, or establishes zoning or land use requirements at the described premises and is in force at the time of loss.

d. This Additional Coverage is not subject to the terms of the Ordinance or Law Exclusion, to the extent that such exclusion would conflict with the provisions of this Additional Coverage.

e. This Additional Coverage applies only to the buildings if the Replacement Cost Optional Coverage applies.

f. With respect to this Additional Coverage, the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM CP 00 10** is amended as follows:

(1) Section **E. Loss Conditions, 4. Loss Payment**, paragraph **b.** does not apply.

(2) Section **E. Loss Conditions, 7. Valuation**, paragraph **b.** does not apply.

(3) Only with respect to coverages **a.(2)** and **a.(3)** above, **F. Additional Conditions, 1. Coinsurance** does not apply.

(4) Section **G. Optional Coverages, 3. Replacement Cost**, paragraph **f.** does not apply.

g. With respect to this Additional Coverage, **CAUSES OF LOSS – SPECIAL FORM CP 10 30, B. Exclusions, 1.a. Ordinance Or Law** does not apply.

**G.** With respect to **BUILDING AND PERSONAL PROPERTY COVERAGE FORM CP 00 10, A. Coverages, 5. Coverage Extensions** is amended by the following:

**1. Newly Acquired Or Constructed Property**

a. The limit in paragraph (1) is increased from \$250,000 to \$1,000,000;

b. The limit in paragraph (2) is increased from \$100,000 to \$500,000; and

c. Paragraph (2) is amended to include **Personal Property Of Others** and **Electronic Data** as described in **A. Coverage, 1. Covered Property, c. Personal Property of Others** and **A. Coverage, 4. Additional Coverages, f. Electronic Data**.

**2. Personal Effects And Property Of Others**

a. Paragraph (1) is replaced by the following:

(1) Personal effects owned by you, your officers, your partners or members, your managers or your employees.

b. The limit for **Personal Effects** is increased from \$2,500 to \$10,000 and the limit for **Property of Others** is increased from \$2,500 to \$50,000.

### 3. Property Off Premises

The limit in paragraph (3) is increased from \$10,000 to \$100,000.

### 4. Valuable Papers And Records

Paragraph c.(4) is replaced by the following:

(4) Under this Extension, the most we will pay to replace or restore the lost information is shown in **B. COMBINED LIMITS OF INSURANCE**, paragraph 2. in this endorsement. We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist) and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit Of Insurance on **Your Business Personal Property** and, therefore, coverage of such costs is not included in **B. COMBINED LIMITS OF INSURANCE**, paragraph 2.

H. With respect to **BUILDING AND PERSONAL PROPERTY COVERAGE FORM CP 00 10, C. Limits Of Insurance** is amended by the following:

The limit for **Outdoor Signs** in the second paragraph is increased from \$2,500 to \$10,000.

I. With respect to **BUILDING AND PERSONAL PROPERTY COVERAGE FORM CP 00 10**, the following is added to **F. Additional Conditions**:

Any error in describing the address of a location in the Declarations shall not prejudice coverage afforded by this policy, provided such error is not intentional. You must report any such error to us in writing as soon as practicable after discovery. We retain our right to collect any additional premium or exercise any rights of cancellation or non-renewal we may have due to such error.

J. With respect to **CAUSES OF LOSS – SPECIAL FORM CP 10 30, F. Additional Coverage Extensions**, is amended by the following:

The limit for **Property In Transit** in paragraph 1. is increased from \$5,000 to \$25,000.

K. With respect to **BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM CP 00 30, B. Limits Of Insurance**, the first paragraph is replaced by the following:

The most we will pay for loss in any one occurrence is shown in **B.2. Combined Limits Of Insurance in Property Enhancement Coverage – Not-For-Profit Organizations ACP0249**.

L. With respect to **BUILDING AND PERSONAL PROPERTY COVERAGE FORM CP 00 10**, the following is added to **H. Definitions**:

1. "Crisis" means the public announcement by a news media source or social networking site that an "incident" occurred at your premises or an event sponsored by you.
2. "Crisis communication expenses" means those reasonable and necessary expenses incurred for services provided by a "crisis management firm". "Crisis management expense" does not include:
  - a. Compensation, fees, benefits, overhead charges or expenses of any insured or any of your employees; or
  - b. Any expense payable on your behalf or reimbursable to you under any other valid and collectible insurance.
3. "Crisis management firm" means any service provider, including but not limited to, public relations, media relations or similar professional communication or risk management firms you hire to assist in minimizing negative publicity and to communicate a positive image of your business as a result of a "crisis". It does not include any expenses associated with an insured's employees, in-house public relations or communications departments or any attorneys or law firms, including your in-house attorneys.
4. "Electronic data processing equipment" means any of the following equipment used in your data processing operations:
  - a. Electronic data processing equipment, facsimile machines, word processors, multi- functional telephone equipment and laptop and portable computers; and
  - b. Any component parts and peripherals of such equipment, including related surges protection devices.

"Electronic data processing equipment" does not include equipment used to operate production type machinery or equipment.
5. "Employee" means any natural person:

- a. While in your service (and for 30 days after termination of service); and
- b. Whom you compensate directly by salary, wages or commission; and
- c. Whom you have the right to direct and control while performing services for you; or
- d. Who is leased to you by a labor leasing firm under a written agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. But “employee” does not mean a person furnished to you to substitute for a permanent “employee” on leave or to meet seasonal or short-term workload conditions, except as described in e. below; or
- e. Who is furnished to you to substitute for a permanent “employee” on leave or to meet seasonal or short-term workload conditions while that person is subject to your direction and control and performing services for you, excluding, however any such person while having care and custody of property outside the described premises.

“Employee” does not mean:

- f. Agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character not specified in 2.a. through 2.e. above; or
  - g. Director or trustee except while performing acts coming within the scope of the usual duties of an “employee”.
6. “Forgery” means the signing of the name of another person or organization with intent to deceive; it does not mean a signature which consists in whole or in part of one’s own name.
  7. “Identity theft” means the act of knowingly transferring or using, without lawful authorization, the identity of any director or officer of the Named Insured with the intent to commit, or to aid or abet another to commit, any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law.
  8. “Incident” means:
    - a. Actual, attempted or threatened violent acts committed with malicious intent at your premises or an event sponsored by you against any person that results in injury or death to such person. This does not apply to actual, attempted or threatened acts caused by an insured or their employees, your employees, or any partner, director or officer;
    - b. An act of “abuse”. For the purposes of this definition, “abuse” means any actual, threatened or alleged act, error, omission, conduct or misconduct that a claim or “suit” alleges to be, or to constitute, any form of abuse, including but not limited to elder abuse, child abuse, patient abuse or abuse of a dependent person, under any applicable state or federal statute or regulation; and any actual, threatened or alleged act, error, omission, conduct or misconduct of one or more of the following kinds:
      - (1) Sexual behavior, sexual conduct or misconduct, sexual assault, sexual battery, sexual abuse or sexual molestation of or directed at a person;
      - (2) Non-sexual assault, non-sexual battery or non-sexual abuse of or directed at a person with the intent to do harm to that person; or
    - c. Other “crisis” “incidents” when they occur at your premises described in the Declarations and that require a full evacuation of your facilities.
  9. “Manager” means a person serving in a directorial capacity for a limited liability company.
  10. “Member” means an owner of a limited liability company represented by its membership interest, who also may serve as a “manager”.
  11. “Money” means currency, coins and bank notes in current use and having a face value; and travelers checks, register checks and money orders held for sale to the public. The value will be at its face value or its equivalent (if from a country other than the United States of America) based on exchange rates in effect when loss occurred. “Money” does not include virtual currency of any kind, by whatever name known, whether actual or fictitious including, but not limited to digital currency, crypto currency or any other type of electronic currency.
  12. “Operations” means your business activities occurring at the covered premises and the tenantability of the insured locations.
  13. “Securities” means negotiable and non-negotiable instruments or contracts representing either “money” or other property and includes:

- a.** Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
  - b.** Evidences of debt issued in connection with credit or charge cards, which cards are not issued to you; but does not include “money”.
- 14.** “Theft” means the unlawful taking of property to the deprivation of the insured.

All other terms and conditions of the policy remain unchanged.

**ADVISORY NOTICE TO POLICYHOLDERS**

**2023 GENERAL LIABILITY  
MULTISTATE ENDORSEMENTS ADDRESSING  
CYBER, DATA PRIVACY AND ORDER OF RESPONSE**

This Notice does not form part of your policy. No coverage is provided by this Notice nor can it be construed to replace any provision of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided. If there is any conflict between the Policy and this Notice, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

Carefully read your policy, including the endorsements attached to your policy.

This Notice provides information concerning the following new and revised endorsements which applies to your renewal policy being issued by us.

**FOR USE WITH THE COMMERCIAL GENERAL LIABILITY (CGL) COVERAGE PART**

**CG 00 69 – Exclusion – Violation Of Law Addressing Data Privacy**

When this endorsement is attached to your policy, an exclusion is added to Coverage **A** and Coverage **B** that excludes coverage for bodily injury, property damage or personal and advertising injury that generally arises out of the violation of statutes, ordinances, regulations or other laws generally pertaining to any person's or organization's confidential or personal material or information, including financial, health, biometric or other nonpublic material or information. This exclusion is a reinforcement of coverage intent. Damages related to violations of laws pertaining to data privacy are not intended to be covered under this Coverage Part.

**CG 21 06 – Exclusion – Access Or Disclosure Of Confidential Or Personal Material Or Information**

This endorsement is revised to delete the provisions addressing the Electronic Data Exclusion, replace "damages" with "bodily injury" or "property damage" and add biometric information to the types of material or information addressed in the endorsement. Additionally, the types of expenses addressed in the last paragraph of the exclusion are expressly extended to identity monitoring expenses, data restoration expenses and extortion expenses.

With respect to bodily injury, property damage and personal and advertising injury arising out of access or disclosure of confidential or personal material or information, the various changes in this revised endorsement are a reinforcement of coverage intent.

With respect to deletion of the Electronic Data Exclusion, the changes in this revised endorsement result in no impact on coverage.

**CG 21 08 – Exclusion – Access Or Disclosure Of Confidential Or Personal Material Or Information (Coverage B Only)**

This endorsement is revised, in part, to add biometric information to the types of material or information addressed in the endorsement. Additionally, the types of expenses addressed in the last paragraph of the exclusion are expressly extended to identity monitoring expenses, data restoration expenses and extortion expenses.

The changes in this revised endorsement are a reinforcement of coverage intent.

**CG 21 85 – Exclusion – Electronic Data – Deletion Of Bodily Injury Exception**

When this endorsement is attached to your policy, the limited exception for bodily injury is deleted from Exclusion **p. Electronic Data** under Coverage **A**.

Attachment of this endorsement replacing Endorsement **CG 21 07 Exclusion – Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability – Limited Bodily Injury Exception Not Included** results in no coverage impact with respect to loss of electronic data in Coverage **A**. Otherwise, attachment of this endorsement results in reduction of coverage.

**CG 24 56 – Excess Insurance Provision – Order Of Response – When You Are An Additional Insured On Other Insurance**

When this endorsement is attached to your policy, Paragraph **b.(1)(b)** of the Other Insurance Condition is revised by deleting the word "primary" so that your CGL policy may be excess over any other policy (whether primary, excess, contingent or on any other basis) for which you have been added as an additional insured.

Attachment of this endorsement has no impact on coverage, but when you are added as an additional insured to another insurance policy, your own policy limits may potentially be preserved until limits applicable to the other policy on which you were added as an additional insured are exhausted first.

**CG 40 35 – Exclusion – Cyber Incident**

When this endorsement is attached to your policy, coverage is excluded under Coverage **A** and Coverage **B** with respect to bodily injury, property damage or personal and advertising injury arising out of a cyber incident.

To the extent that current policy exclusions do not apply to liability arising out of cyber incidents, attachment of this endorsement will result in a reduction of coverage.



**Policy Number**  
CF1-ML-10003745-00

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
SUPPLEMENTAL DECLARATIONS  
NOVA Casualty Company**

Named Insured UNFORGETTABLE UNDERDOG RESCUE Effective Date: 01-22-2026  
12:01 A.M., Standard Time  
Agent Name CHARITY FIRST INSURANCE SERVICES, INC.  
Agent No. 51011 Audit Period: NON-AUDITABLE

**Item 1. Business Description:**

**Item 2. Limits of Insurance**

Coverage	Limit of Liability	
Aggregate Limits of Liability	\$ 2,000,000	Products / Completed Operations Aggregate
	\$ 2,000,000	General Aggregate (other than Products / Completed Operations)
Coverage A - Bodily Injury and Property Damage Liability	\$ 1,000,000	any one occurrence subject to the Products / Completed Operations and General Aggregate Limits of Liability
Damage To Premises Rented To You	\$ 100,000	any one premises subject to the Coverage A occurrence and the General Aggregate Limits of Liability
Coverage B - Personal and Advertising Injury Liability	\$ 1,000,000	any one person or organization subject to the General Aggregate Limits of Liability
Coverage C - Medical Payments	NOT COVERED	any one person subject to the Coverage A occurrence and the General Aggregate Limits of Liability

**Self-Insured Retention: Per Occurrence: Aggregate:**

**Item 3. Retroactive Date**

This Insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" which occurs before the Retroactive Date, if any, shown here: NONE  
(Enter Date or "None" if no Retroactive Date applies)

**Item 4. Form of Business and Location of Premises**

Forms of Business: NOT FOR PROFIT ORGANIZATION  
Location of All Premises You Own, Rent or Occupy:  
**See Schedule of Locations**

**Item 5. Forms and Endorsements**

Form(s) and Endorsement(s) made a part of this policy at time of issue:  
**See Schedule of Forms and Endorsements**

**Item 6. Premiums**

Coverage Part Premium:	\$ 1,193.00
Other Premium:	
<b>Total Premium:</b>	<b>\$ 1,193.00</b>

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.  
**GL-DEC (12/01)**



**Policy Number**  
CF1-ML-10003745-00

**COMMERCIAL GENERAL  
LIABILITY COVERAGE SCHEDULE  
NOVA Casualty Company**

Named Insured UNFORGETTABLE UNDERDOG RESCUE

Effective Date: 01-22-26  
12:01 A.M., Standard Time

Agent Name CHARITY FIRST INSURANCE SERVICES, INC.  
Agent No. 51011

Item 5. Location of Premises			
Location of All Premises You Own, Rent or Occupy: See Schedule of Locations			
Code No.	Premium Basis	Premises/Operations	
Location	ALL	Exposure	
Rate	Premium		
49950			
			\$ 250.00
Classification:		Products/Completed Operations	
SOCIAL SERVICES-GL EXTRA ENDORSEMENT		Rate	Premium
			\$ 12.00
Classification:		Products/Completed Operations	
Federal Terrorism - CAT		Rate	Premium
			\$ 590.00
Classification:		Products/Completed Operations	
KENNELS - BREEDING, BOARDING OR SALES (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)		Rate	Premium
			INCL
			\$ 330.00
Classification:		Products/Completed Operations	
9TH ANNUAL GOLF OUTING LOCATED AT LAKE BREEZE GOLF CLUB 6333 BALL PRAIRIE RD WINNECONNE, WI 54986 ON 06/27/2026 (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)		Rate	Premium
			INCL



**Policy Number**  
CF1-ML-10003745-00

**COMMERCIAL GENERAL  
LIABILITY COVERAGE SCHEDULE  
NOVA Casualty Company**

Named Insured UNFORGETTABLE UNDERDOG RESCUE

Effective Date: 01-22-26  
12:01 A.M., Standard Time

Agent Name CHARITY FIRST INSURANCE SERVICES, INC.  
Agent No. 51011

**Item 5. Location of Premises**

Location of All Premises You Own, Rent or Occupy:  
**See Schedule of Locations**

Code No.	Premium Basis	Premises/Operations	
68707	Square Feet		
Location 002/001	Exposure 300	Rate	Premium
Classification: WAREHOUSES-PRIVATE-NOT-FOR-PROFIT ONLY (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)		38.1510	\$ 11.00
		Products/Completed Operations	
		Rate	Premium
			INCL
Code No.	Premium Basis	Premises/Operations	
Location	Exposure	Rate	Premium
Classification:			
		Products/Completed Operations	
		Rate	Premium
Code No.	Premium Basis	Premises/Operations	
Location	Exposure	Rate	Premium
Classification:			
		Products/Completed Operations	
		Rate	Premium
Code No.	Premium Basis	Premises/Operations	
Location	Exposure	Rate	Premium
Classification:			
		Products/Completed Operations	
		Rate	Premium

# COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

## SECTION I – COVERAGES

### COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

#### 1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

## 2. Exclusions

This insurance does not apply to:

### a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

### b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

### c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

### d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

### e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

**f. Pollution**

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
  - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
    - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
    - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
    - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
  - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
  - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
    - (i) Any insured; or
    - (ii) Any person or organization for whom you may be legally responsible; or
  - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
    - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
    - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
    - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
  - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

**g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 26 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

**h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

**i. War**

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**j. Damage To Property**

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;

- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**k. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**l. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**m. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**n. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**o. Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

**p. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**q. Recording And Distribution Of Material Or Information In Violation Of Law**

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III** – Limits Of Insurance.

## **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**

### **1. Insuring Agreement**

- a.** We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:
- (1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and
  - (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.
- No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.
- b.** This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

### **2. Exclusions**

This insurance does not apply to:

**a. Knowing Violation Of Rights Of Another**

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

**b. Material Published With Knowledge Of Falsity**

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

**c. Material Published Prior To Policy Period**

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

**d. Criminal Acts**

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

**e. Contractual Liability**

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

**f. Breach Of Contract**

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

**g. Quality Or Performance Of Goods – Failure To Conform To Statements**

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

**h. Wrong Description Of Prices**

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

**i. Infringement Of Copyright, Patent, Trademark Or Trade Secret**

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

**j. Insureds In Media And Internet Type Businesses**

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

**k. Electronic Chatrooms Or Bulletin Boards**

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

**l. Unauthorized Use Of Another's Name Or Product**

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

**m. Pollution**

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

**n. Pollution-related**

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**o. War**

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**p. Recording And Distribution Of Material Or Information In Violation Of Law**

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

## COVERAGE C – MEDICAL PAYMENTS

### 1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations;
- provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

### 2. Exclusions

We will not pay expenses for "bodily injury":

#### a. Any Insured

To any insured, except "volunteer workers".

#### b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

#### c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

### d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

### e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

### f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

### g. Coverage A Exclusions

Excluded under Coverage A.

## SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

**g.** All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

**2.** If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

**a.** The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

**b.** This insurance applies to such liability assumed by the insured;

**c.** The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

**d.** The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

**e.** The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

**f.** The indemnitee:

**(1)** Agrees in writing to:

**(a)** Cooperate with us in the investigation, settlement or defense of the "suit";

**(b)** Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

**(c)** Notify any other insurer whose coverage is available to the indemnitee; and

**(d)** Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

**(2)** Provides us with written authorization to:

**(a)** Obtain records and other information related to the "suit"; and

**(b)** Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

## **SECTION II – WHO IS AN INSURED**

**1.** If you are designated in the Declarations as:

**a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

**b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

**c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

**d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

**e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:
- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
    - (1) "Bodily injury" or "personal and advertising injury":
      - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
      - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
      - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
      - (d) Arising out of his or her providing or failing to provide professional health care services.
    - (2) "Property damage" to property:
      - (a) Owned, occupied or used by;
      - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
 

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
  - b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
  - c. Any person or organization having proper temporary custody of your property if you die, but only:
    - (1) With respect to liability arising out of the maintenance or use of that property; and
    - (2) Until your legal representative has been appointed.
  - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
  - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage **C**;
  - b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
  - c. Damages under Coverage **B**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage **A**; and
  - b. Medical expenses under Coverage **C**
 because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

#### **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**

##### **1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

##### **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
  - (1) How, when and where the "occurrence" or offense took place;
  - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
  - (1) Immediately record the specifics of the claim or "suit" and the date received; and
  - (2) Notify us as soon as practicable.
 You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
  - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
  - (2) Authorize us to obtain records and other information;
  - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
  - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

##### **3. Legal Action Against Us**

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

#### 4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

##### a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

##### b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

##### c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

#### 5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

#### 6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

**7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION V – DEFINITIONS**

- 1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
- 2. "Auto" means:
  - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
  - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- 3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
- 4. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
  - c. All other parts of the world if the injury or damage arises out of:
    - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
    - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
    - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

- 5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
- 7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
  - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
  - b. A sidetrack agreement;
  - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - e. An elevator maintenance agreement;
  - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - (1) Power cranes, shovels, loaders, diggers or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
  - a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;
  - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
  - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
  - f. The use of another's advertising idea in your "advertisement"; or
  - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
  - (1) Products that are still in your physical possession; or
  - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
    - (a) When all of the work called for in your contract has been completed.
    - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
    - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:
  - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
  - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
  - (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**18.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

**19.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

**20.** "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

**21.** "Your product":

**a.** Means:

- (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - (a)** You;
  - (b)** Others trading under your name; or
  - (c)** A person or organization whose business or assets you have acquired; and
- (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

**b.** Includes:

**(1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

**(2)** The providing of or failure to provide warnings or instructions.

**c.** Does not include vending machines or other property rented to or located for the use of others but not sold.

**22.** "Your work":

**a.** Means:

**(1)** Work or operations performed by you or on your behalf; and

**(2)** Materials, parts or equipment furnished in connection with such work or operations.

**b.** Includes:

**(1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

**(2)** The providing of or failure to provide warnings or instructions.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION – PUNITIVE DAMAGES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART

- A.** The following exclusion is added to Paragraph 2. **Exclusions** of **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and Paragraph 2. **Exclusions** of **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** in the **COMMERCIAL GENERAL LIABILITY COVERAGE PART**:

This insurance does not apply to:

**Punitive Damages**

Fines, penalties, punitive, exemplary, vindictive or other non-compensatory damages imposed upon any insured, or any multiplied portion of compensatory damages.

- B.** The following exclusion is added to Paragraph 2. **Exclusions** of **SECTION I – LIQUOR LIABILITY COVERAGE** in the **LIQUOR LIABILITY COVERAGE PART**:

This insurance does not apply to:

**Punitive Damages**

Fines, penalties, punitive, exemplary, vindictive or other non-compensatory damages imposed upon any insured, or any multiplied portion of compensatory damages.

All other terms and conditions of the policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SOCIAL SERVICES - GENERAL LIABILITY EXTRA ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. SECTION I – COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions** is amended as follows:

**1. EXPECTED OR INTENDED INJURY EXTENSION**

Paragraph **a. Expected Or Intended Injury** is deleted and replaced by the following:

- a.** “Bodily injury” or “property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

**2. NON OWNED AIRCRAFT CHARTERED WITH CREW EXTENSION**

Paragraph **g. Aircraft, Auto Or Watercraft** is amended to add an exception provision to the exclusion as follows:

- a.** This exclusion does not apply to aircraft chartered with crew to any insured.  
**b.** This exception provision does not apply if the chartered aircraft is owned by any insured.  
**c.** This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess, or contingent.

**3. NON OWNED WATERCRAFT EXTENSION**

Subparagraph **(2)** of **g. Aircraft, Auto Or Watercraft** is deleted and replaced by the following:

**(2)** A watercraft you do not own that is:

- (a)** Less than 60 feet long; and  
**(b)** Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

This insurance is excess over any other valid and collectible insurance available to the insured for aircraft, auto or watercraft whether primary, excess, or contingent.

**4. PROPERTY SOLD OR ABANDONED BY YOU**

Subparagraph **(2)** of **j. Damage To Property** is deleted and replaced by the following:

**(2)** Premises you sell, give away or abandon, if the “property damage” arises out of any part of those premises, and occurred from hazards that were known by you or should have reasonably been known by you at the time the property was sold, given away or abandoned.

**5. DAMAGE TO PREMISES RENTED TO YOU**

**a.** The last Paragraph of **2. Exclusions** is deleted and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage to premises while rented to you, or temporarily occupied by you with the permission of the owner, when the damage is caused by fire, lightning, explosion, smoke, water or leaks from automatic fire protective systems. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE.**

**b.** Paragraph **6.** of **SECTION III – LIMITS OF INSURANCE** is deleted and replaced by the following:

**6.** Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of “property damage” to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire, lightning, explosion, smoke, water or leaks from automatic fire protective systems. The Damage To Premises Rented To You limit will apply to all damage proximately caused by the same “occurrence”, whether such damage results from fire, lightning, explosion, smoke, water or leaks from automatic fire protective systems, or any combination of any of these.

The Damage To Premises Rented To You Limit will be the higher of:

- (1)** \$1,000,000; or  
**(2)** The amount shown on the Declarations for Damage To Premises Rented To You.

**6. INVITEE PROPERTY DAMAGE LEGAL LIABILITY**

**a.** The following is added to subparagraph **(4)** of **j. Damage To Property**:

However, this exclusion does not apply to “property damage” to your “invitee’s” personal property in your care, custody or control caused by fire, lightning, explosion, smoke, water, leaks from automatic fire protective systems; or vandalism or malicious mischief:

- (a) On premises you own or rent or on ways next to premises you own or rent; and
- (b) Arising out of your operations.

For the purposes of this endorsement, personal property does not include any of the following:

- (c) Accounts, bills, currency, food stamps or other evidences of debt; deeds, money, notes, or securities;
- (d) Contraband, or property in the course of illegal transportation or trade; or
- (e) Blueprints, documents, drawings, manuscripts, records or valuable papers.

**b. The following is added to SECTION III – LIMITS OF INSURANCE:**

Subject to Paragraph 5. above, the most we will pay under Coverage A for the sum of all damages sustained by all “invitees” because of “property damage” to personal property of such “invitees” in your care, custody or control is \$15,000.

**7. Paragraph 2. Exclusions is amended to add the following exclusion:**

**Willful Violation Of A Penal Code Or Statute**

“Bodily injury”, “incidental medical malpractice liability” or “property damage” arising out of the willful violation of a penal code, statute or regulation relating to the sale or distribution of pharmaceuticals by or with the knowledge or consent of the insured.

**B. SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, Paragraph 2. Exclusions is amended as follows:**

1. Subparagraph a. **Knowing Violation Of Rights Of Another** is amended to add the following:  
This exclusion does not apply to “personal and advertising injury” caused by malicious prosecution.
2. Subparagraph e. **Contractual Liability** is deleted and replaced by the following:
  - e. Advertising injury for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

This provision does not apply if **COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY** is excluded by endorsement.

**C. SUPPLEMENTARY PAYMENTS – COVERAGES A AND B, Paragraph 1. is amended as follows:**

1. The limit in subparagraph b. is increased to \$2,500.
2. The limit in subparagraph d. is increased to \$500 a day.

**D. ADDITIONAL INSURED**

1. **SECTION II - WHO IS AN INSURED** is amended to include, as an additional insured, any person(s) or organization(s) for whom a written contract or written agreement between you and such person(s) or organization(s) exists and requires such person(s) or organizations(s) to be added as an additional insured to your Policy, but only for liability arising out of “bodily injury,” “property damage” or “personal and advertising injury”.
  - a. This endorsement applies only if the written contract or written agreement is:
    - (1) Currently in effect or becomes effective during the term of this Policy; and
    - (2) Executed prior to the “bodily injury”, “property damage”, or “personal and advertising injury”.
  - b. The insurance afforded to such additional insured only:
    - (1) Applies to the extent permitted by law; and
    - (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.
2. The insurance provided to the additional insured by this endorsement applies as follows:
  - a. The person(s) or organization(s) is an additional insured but only for liability caused in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf:
    - (1) In connection with your premises owned by or rented to you; or
    - (2) In the performance of your ongoing operations.
  - b. If the additional insured is an architect, engineer or surveyor, this insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of the rendering of or failure to render any professional services including:

- (1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
- (2) Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or the failure to render any professional services by or for you.

- c. If the additional insured is a lessor of equipment, this insurance only applies to liability caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such additional insured and does not apply to any "occurrence" which takes place after the equipment lease expires.
- d. If the additional insured is a state or governmental agency or political subdivision and has issued a permit in connection with premises you own, rent or control, this insurance applies only with respect to the following hazards for which the state or political subdivision has issued such permit:
  - (1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decoration and similar exposures;
  - (2) The construction, erection or removal of elevators; or
  - (3) The ownership, maintenance, or use of any elevators covered by this insurance.
- e. If the additional insured is a state or governmental agency or political subdivision that has issued a permit or authorization with respect to operations performed by you or on your behalf, then this insurance does not apply to:
  - (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
  - (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".
- f. If the additional insured is a manager or lessor of insured premises, that person or organization is an additional insured only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.
 

This insurance does not apply to:

  - (1) Any "occurrence" that takes place after you cease to be a tenant in that premises; or
  - (2) Structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor of insured premises.
- g. If the additional insured is grantor of franchise, that person(s) or organization(s) is only an additional insured with respect to liability as grantor of a franchise to you.
- h. If the additional insured is an owner or other interest from whom land has been leased, that person(s) or organization(s) is only an additional insured with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.
 

This insurance does not apply to:

  - (1) Any "occurrence" that takes place after you cease to lease that land; or
  - (2) Structural alterations, new construction or demolition operations performed by or on behalf of the owner or other interest from whom land has been leased.
- i. If the additional insured is a mortgagee, assignee, or receiver, that person(s) or organization(s) is only an additional insured with respect to their liability as such and arising out of the ownership, maintenance or use of the premises by you.
 

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for that mortgagee, assignee or receiver.
- j. If the additional insured is a controlling interest, that person(s) or organization(s) is an additional insured but only for their liability arising out of:
  - (1) Their financial control of you; or
  - (2) Premises they own, maintain or control while you lease or occupy those premises.
  - (3) Their requirements for certain performance placed upon you, as a non-profit organization, in consideration for funding or financial contributions you receive from them; or

As respects Paragraph j.(2) above, this insurance does not apply to:

  - (4) Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization; or
  - (5) Any "occurrence" which takes place after you cease to be a tenant in that premises.

- k. If the additional insured is a vendor, that person(s) or organization(s) is only an additional insured with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, but only if this Policy provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) This insurance afforded to the vendor does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked under the instructions of the manufacturer for the sole purpose of inspection, demonstration, testing or the substitution of parts and then repackaged in the original container;
- (e) Any failure by the vendor to make inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of "your products";
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of "your products";
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (i) The exceptions contained in subparagraphs **k.(d)** or **k.(f)**; or
  - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of "your products".

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

- l. If the additional insured is a member or volunteer this insurance only applies with respect to their liability for your activities or activities they perform on your behalf.

- m. If the additional insured is a trustee or member of the Board of Governors this insurance only applies with respect to their duties as such.

3. With respect to the insurance afforded to an additional insured as provided in Paragraphs **D.1.** and **D.2.** above, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

4. With respect to the insurance afforded to an additional insured as provided in Paragraphs **D.1.** and **D.2.** above, this insurance shall not increase the applicable Limits of Insurance shown in the Declarations.

5. If an Additional Insured endorsement is attached to this Policy that specifically names a person or organization as an insured, then the above subsection **D. ADDITIONAL INSURED**s does not apply to such person(s) or organization(s).

6. Paragraph 4. **Other Insurance** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended to include:

For the purposes of the coverage provided by this endorsement, regardless of whether other insurance is available to an additional insured on a primary basis, this insurance will be primary and noncontributory if a written contract between you and the additional insured specifically requires that this insurance be primary and noncontributory.

**E. SECTION II - WHO IS AN INSURED** is amended as follows:

**1. BROADENED NAMED INSURED**

Paragraph 3. is deleted and replaced by the following:

- 3. Any business entity organized under the laws of the United States of America (including any state thereof, its territories or possessions), or Canada (including any province thereof) will qualify as a

Named Insured if there is no similar insurance available to that business entity, provided that one or more Named Insureds shown in the Declarations have, at the inception of the policy period, an ownership interest in such business entity of more than 50%. However, if a Named Insured has an ownership interest in a business entity of more than 50%, the business entity will not be a Named Insured if such business entity is an insured under any other liability policy or would be an insured under such policy but for its termination or the exhaustion of its Limit of Insurance.

**2. CO-EMPLOYEE COVERAGE AND CO-VOLUNTEER WORKERS**

Subparagraphs (a), (b) and (c) under Paragraph 2.a.(1) do not apply to "bodily injury" for which insurance is provided as follows:

- a. Your "employees" are insureds with respect to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to your "volunteer workers" while performing duties related to the conduct of your business, provided that this coverage for your "employees" does not apply to acts outside the scope of their employment by you or while performing duties unrelated to the conduct of your business.
- b. Your "volunteer workers" are insureds with respect to "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business, or to your "employees" in the course of the "employees" employment by you, provided that this coverage for your "volunteer workers" does not apply while performing duties unrelated to the conduct of your business.

**3. INCIDENTAL MEDICAL MALPRACTICE – EMPLOYED NURSES, EMT'S AND PARAMEDICS**

a. Paragraph 2.a.(1)(d) does not apply to any registered nurse, licensed practical nurse, emergency medical technician or paramedic employed by you, but only:

- (1) While performing the services described in the definition of "incidental medical malpractice injury"; and
  - (2) When acting within the scope of their employment by you.
- Any "employees" rendering "Good Samaritan Services" will be deemed to be acting within the scope of their employment by you.

b. For the purposes of determining the applicable Limits of Insurance, any act or omission, together with all related acts or omissions in the furnishing of services for an "incidental medical malpractice injury" to any one person, will be considered one "occurrence".

c. This provision as provided in Paragraph 3.a. and 3.b. does not apply if:

- (1) You are in the business or occupation of providing any of the services described in "incidental medical malpractice injury"; or
- (2) An endorsement is attached to this Policy that specifically provides liability coverage for registered or licensed practical nurses.

d. The insurance provided by Paragraph 3.a. and 3.b. shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this Policy.

**4. LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIP OR JOINT VENTURE**

a. The last Paragraph of SECTION II – WHO IS AN INSURED is deleted and replaced by the following: No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, limited liability company or trust that is not shown as a Named Insured in the Declarations. This subparagraph does not apply to your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

b. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4.b. Excess Insurance is amended to add the following:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, which is available to you for your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations and which is issued to such partnership or joint venture.

**F. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:**

**1. KNOWLEDGE AND NOTICE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT**

The notification requirements of Paragraphs 2.a. and 2.b. Duties In The Event Of Occurrence, Offense, Claim Or Suit apply only when the "occurrence", offense, claim or "suit" is known to:

- a. You, if you are an individual;
- b. A partner or member, if you are a partnership or joint venture;

- c. An officer or director, if you are an entity other than a partnership, joint venture or limited liability company;
- d. A member or manager, if you are a limited liability company; or
- e. An insurance manager, risk manager or other "employee" you designate prior to loss to give notice to us.

Knowledge of an "occurrence", offense, claim, or "suit" by your agent, servant or "employee" shall not in and of itself constitute knowledge by you unless an individual in one of the positions listed above has actual knowledge.

**2. FAILURE TO DISCLOSE HAZARDS**

The following is added to Paragraph **6. Representations**:

If you unintentionally failed to disclose all hazards or prior "occurrences" existing at the inception of this Policy, but reported such error or omission to us as soon as practicable after discovery, we will not deny coverage under this Coverage Part because of such failure.

This provision does not affect our right to collect any additional premium or exercise our right of cancellation or non-renewal.

**3. SPECIAL EVENT PREMIUM RATING**

The following is added:

**Special Event Premium Rating**

a. The rating for this endorsement includes the following special events:

- (1) All indoor special events with less than 2,500 attendees that are less than 24 hours in duration; and
- (2) All outdoor special events with less than 2,500 attendees that are less than 24 hours in duration.

b. The following special events shall be separately rated for additional premium:

- (1) Any special event that exceeds the number or attendees or duration as shown in **3.a.(1)** or **3.a.(2)** above;
- (2) Any parade, fair or carnival; or
- (3) Any athletic, sporting or motor vehicle event including walks, runs, tournaments, demonstrations, rallies or competitive activities.

**4. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

The following is added to Paragraph **8. Transfer Of Rights of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization when such waiver is required by a written contract that you have agreed to prior to any "occurrence", "suit" or the offense which caused the "bodily injury", "property damage" or "personal and advertising injury", provided that the "occurrence", "suit" or the offense which caused the "bodily injury", "property damage" or "personal and advertising injury" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

**G. SECTION V – DEFINITIONS** is amended as follows:

**1. BODILY INJURY**

The definition of "bodily injury" in Paragraph **3.** is deleted and replaced by the following:

"Bodily injury" means bodily injury, "incidental medical malpractice injury", mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

**2. PERSONAL AND ADVERTISING INJURY**

If **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** is not otherwise excluded from this Policy, the definition in Paragraph **14.b.** is deleted and replaced by the following:

- b. Malicious prosecution or abuse of process;

The following is added:

"Personal and advertising injury" also means "discrimination" or humiliation that results in injury to a natural person or their reputation, but only if such discrimination or humiliation is:

- (a) Not done intentionally by or at the direction of, or with the knowledge or consent of:
  - i. Any insured; or
  - ii. Any executive officer, director, stockholder, partner or member of any insured organization;
- (b) Not directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment, of any person or persons by any insured;
- (c) Not prohibited by or held in violation of law, public policy, legislation, court decision or administrative

ruling;

(d) Not arising out of any "advertisement" by the insured.

**3. INSURED CONTRACT**

a. Subparagraph a. of the definition of "insured contract" is deleted and replaced by the following:

a. A contract for a lease of premises.

b. Subparagraph f. of the definition of "insured contract" is deleted and replaced by the following:

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" "property damage" or "personal and advertising injury" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

**4. PRODUCTS-COMPLETED OPERATIONS HAZARD**

The definition of "products-completed operations hazard" in Paragraph 16. is amended to add the following:

Includes all "bodily injury" and "property damage" arising out of your "designated products" on premises you own or rent; on premises used by you for a special event related to your business; or on connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad, next to any such premises you own or rent, or use for a special event.

For the purpose of this definition, "designated products" means apparel, buttons, CD's, DVD's, posters, stickers, tapes and other similar products used to promote a special event related to your business.

**The following definitions are added:**

5. "Discrimination" means:

- a. Unfair treatment of a natural person or organization including but not limited to discrimination based upon race, color, ethnic or national origin, religion, age, gender, marital status, sexual orientation or preference, pregnancy, physical disability or impairment, or mental disability or impairment; or
- b. Any act or conduct that would be considered "discrimination" under any applicable federal, state, or local statute, ordinance or law.

6. "Good Samaritan services" means those medical services rendered or provided in an emergency and for which no remuneration is requested or paid.

7. "Incidental medical malpractice injury" means "bodily injury", mental anguish, sickness or disease sustained by a person, including death resulting from any of these at any time, arising out of the rendering of, or failure to render, the following services:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages;
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
- c. First aid.

8. "Invitee" means any of your clients, customers, guests, members, patrons, supporters, and "volunteer workers"; however, it does not include any person who is your "employee", "temporary worker" or independent contractor.

All other terms and conditions of the policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – VIOLATION OF LAW ADDRESSING DATA PRIVACY**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. The following is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

#### **Violation Of Law Addressing Data Privacy**

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. Any federal, state or local statute, ordinance, regulation or other law that addresses, prohibits, or limits access to, use of or the printing, dissemination, disposal, obtaining, collecting, storing, safeguarding, recording, retention, sending, transmitting, communicating, selling or distribution of any person's or organization's confidential or personal material or information, including financial, health, biometric or other nonpublic material or information.

Any such federal, state or local statute, ordinance, regulation or other law includes but is not limited to:

- (1) The Illinois Biometric Information Privacy Act (BIPA), including any amendment of or addition to such law; or
- (2) The California Consumer Privacy Act (CCPA), including any amendment of or addition to such law; or

- b. Any law of a jurisdiction other than the United States of America (including its territories and possessions) or Puerto Rico that is similar to any statute, ordinance, regulation or other law described in Paragraph a. above, including but not limited to the European Union's General Data Protection Regulation.

**B. The following is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to:

#### **Violation Of Law Addressing Data Privacy**

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. Any federal, state or local statute, ordinance, regulation or other law that addresses, prohibits, or limits access to, use of or the printing, dissemination, disposal, obtaining, collecting, storing, safeguarding, recording, retention, sending, transmitting, communicating, selling or distribution of any person's or organization's confidential or personal material or information, including financial, health, biometric or other nonpublic material or information.

Any such federal, state or local statute, ordinance, regulation or other law includes but is not limited to:

- (1) The Illinois Biometric Information Privacy Act (BIPA), including any amendment of or addition to such law; or
- (2) The California Consumer Privacy Act (CCPA), including any amendment of or addition to such law; or

- b. Any law of a jurisdiction other than the United States of America (including its territories and possessions) or Puerto Rico that is similar to any statute, ordinance, regulation or other law described in Paragraph a. above, including but not limited to the European Union's General Data Protection Regulation.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WISCONSIN CHANGES – AMENDMENT OF POLICY CONDITIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

1. The following is added to CHANGES (Common Policy Conditions):

If one of our agents knows of a fact that breaches a condition of this Coverage Part, we will be considered to have knowledge of this same fact if:

- a. The agent knows of this fact at the time the Coverage Part is issued or an application is made; or
- b. The agent later learns of this fact in the course of his dealings as an agent with you.

Any fact that breaches a condition of this Coverage Part and is known to the agent prior to loss shall not void the Coverage Part or prevent a recovery in the event of loss.

2. The LEGAL ACTION AGAINST US Condition (Section IV) does not apply.

3. The following is added to Condition 6. REPRESENTATIONS (Section IV):

No misrepresentation or breach of affirmative warranty made by you or on your behalf in the negotiation of this Coverage Part affects our obligation under this Coverage Part unless:

- a. We rely on it and it is either material or made with intent to deceive; or
- b. The facts misrepresented or falsely warranted contribute to the loss.

No failure of a condition before the loss and no breach of a promissory warranty affects our obligation under this Coverage Part unless such failure or breach:

- a. Exists at the time of the loss; and
- b. Either increases the risk at the time of the loss or contributes to the loss.

The provisions of this condition do not apply to nonpayment of premium.

4. Condition 8. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (Section IV) is replaced by the following:

In the event of any payment under this Coverage Part, we will be entitled to the insured's rights of recovery against any person or organization and the insured will do whatever is necessary to secure such rights. We will be entitled to a recovery only after the insured has been fully compensated for damages.

5. **CONFORMITY TO STATUTE OR RULE**

Any provision of this policy (including endorsements which modify the policy) that is in conflict with a Wisconsin statute or rule is hereby amended to conform to that statute or rule.

The term rule means a valid rule promulgated by the Commissioner of Insurance in accordance with the rule-making authority conferred under Wis. Stat. Ann. Section 227.11(2) and published in the Wisconsin Administrative Code.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL MATERIAL OR INFORMATION**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

#### **2. Exclusions**

This insurance does not apply to:

#### **Access Or Disclosure Of Confidential Or Personal Material Or Information**

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal material or information, including:

- a.** Patents, trade secrets, processing methods, customer lists;
- b.** Financial information, credit card information;
- c.** Health information, biometric information; or
- d.** Any other type of nonpublic material or information.

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal material or information.

- B. The following is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

#### **2. Exclusions**

This insurance does not apply to:

#### **Access Or Disclosure Of Confidential Or Personal Material Or Information**

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal material or information, including:

- a.** Patents, trade secrets, processing methods, customer lists;
- b.** Financial information, credit card information;
- c.** Health information, biometric information; or
- d.** Any other type of nonpublic material or information.

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal material or information.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – UNMANNED AIRCRAFT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion 2.g. Aircraft, Auto Or Watercraft** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

### **2. Exclusions**

This insurance does not apply to:

#### **g. Aircraft, Auto Or Watercraft**

##### **(1) Unmanned Aircraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Paragraph **g.(1)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

##### **(2) Aircraft (Other Than Unmanned Aircraft), Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This Paragraph **g.(2)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This Paragraph **g.(2)** does not apply to:

- (a)** A watercraft while ashore on premises you own or rent;
- (b)** A watercraft you do not own that is:
  - (i)** Less than 26 feet long; and
  - (ii)** Not being used to carry persons or property for a charge;
- (c)** Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (d)** Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(e) "Bodily injury" or "property damage" arising out of:

(i) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(ii) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

B. The following exclusion is added to Paragraph 2. **Exclusions of Coverage B – Personal And Advertising Injury Liability:**

**2. Exclusions**

This insurance does not apply to:

**Unmanned Aircraft**

"Personal and advertising injury" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the offense which caused the "personal and advertising injury" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

This exclusion does not apply to:

a. The use of another's advertising idea in your "advertisement"; or

b. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

C. The following definition is added to the **Definitions** section:

"Unmanned aircraft" means an aircraft that is not:

1. Designed;

2. Manufactured; or

3. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **COMMUNICABLE DISEASE EXCLUSION**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

**2. Exclusions**

This insurance does not apply to:

**Communicable Disease**

"Bodily injury" or "property damage" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- a.** Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b.** Testing for a communicable disease;
- c.** Failure to prevent the spread of the disease; or
- d.** Failure to report the disease to authorities.

**B. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

**2. Exclusions**

This insurance does not apply to:

**Communicable Disease**

"Personal and advertising injury" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- a.** Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b.** Testing for a communicable disease;
- c.** Failure to prevent the spread of the disease; or
- d.** Failure to report the disease to authorities.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – COVERAGE C – MEDICAL PAYMENTS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Description And Location Of Premises Or Classification:**

ALL ANIMAL RESCUE, ADOPTION, AND FOSTER ACTIVITIES

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to any premises or classification shown in the Schedule:

- 1. Section I – Coverage C – Medical Payments does not apply and none of the references to it in the Coverage Part apply: and

- 2. The following is added to Section I – Supplementary Payments:

- h. Expenses incurred by the insured for first aid administered to others at the time of an accident for "bodily injury" to which this insurance applies.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EMPLOYMENT-RELATED PRACTICES EXCLUSION**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**TOTAL POLLUTION EXCLUSION  
WITH A HOSTILE FIRE EXCEPTION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion **f.** under Paragraph 2., **Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

**f. Pollution**

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

This exclusion does not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:

- (a) At any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste; or

- (b) At any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of, "pollutants".

- (2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – COUNSELING SERVICES**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of advisory services or counseling with respect to such issues as mental health, crisis prevention, social services or drug and alcohol rehabilitation or similar subjects.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved advisory services or counseling described above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – PROFESSIONAL VETERINARIAN SERVICES**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. Medical, surgical, diagnostic testing or dental procedures used for the prevention, detection, diagnosis or treatment of any sickness, disease, condition or injury in animals, including the related furnishing or prescription of drugs or medical, dental or surgical supplies;

2. The rendering of or failure to render any advice or instruction on health maintenance; or
3. Errors or omissions in the handling or treatment of dead animals including, but not limited to, autopsies, organ donation or other procedures.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved that which is described in Paragraph 1., 2. or 3.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **FUNGI OR BACTERIA EXCLUSION**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**
- 2. Exclusions**
- This insurance does not apply to:
- Fungi Or Bacteria**
- a.** "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b.** Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.
- This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.
- B. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**
- 2. Exclusions**
- This insurance does not apply to:
- Fungi Or Bacteria**
- a.** "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- b.** Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.
- C. The following definition is added to the Definitions Section:**
- "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

- A.** If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.
- "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
  2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- B.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **SILICA OR SILICA-RELATED DUST EXCLUSION**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**
- 2. Exclusions**
- This insurance does not apply to:
- Silica Or Silica-Related Dust**
- a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
  - b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
  - c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.
- B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**
- 2. Exclusions**
- This insurance does not apply to:
- Silica Or Silica-Related Dust**
- a. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
  - b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.
- C. The following definitions are added to the Definitions Section:**
- 1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
  - 2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **SEXUAL ABUSE OR SEXUAL MOLESTATION EXCLUSION**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to damages arising out of:

1. The actual, alleged or threatened sexual abuse or sexual molestation of any person committed by anyone; or
2. The negligent:
  - a. Employment;
  - b. Investigation;
  - c. Supervision;
  - d. Reporting to the proper authorities, or failure to so report; or
  - e. Retention;of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by Paragraph 1. above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION – DISCRIMINATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2. Exclusions of SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

This insurance does not apply to:

**Discrimination**

"Bodily injury" or "property damage" arising out of or alleging "discrimination" against any person or organization.

- B. The following exclusion is added to Paragraph 2. Exclusions of SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY:**

This insurance does not apply to:

**Discrimination**

This insurance does not apply to "personal and advertising injury" arising out of or alleging "discrimination" against any person or organization.

- C. This exclusion applies even if a loss, claim or "suit" against any insured alleges negligence or other wrongdoing in the supervision, hiring, employment, contracting with, training or monitoring of others by that insured.**

- D. For the purposes of this endorsement, the following definition is added to SECTION V – DEFINITIONS:**

"Discrimination" means unfair treatment of a natural person or organization including but not limited to discrimination based upon race, color, ethnic or national origin, religion, age, gender, marital status, sexual orientation or preference, pregnancy, physical disability or impairment, or mental disability or impairment; or any violation of a local, state or federal law or regulation relating to "discrimination".

All other terms and conditions of the policy remain unchanged.



## Village of Kimberly REQUEST FOR BOARD CONSIDERATION

**ITEM DESCRIPTION:** Special Event Permit Request – John “Sporty” Alsman Memorial Tournament

**REPORT PREPARED BY:** Holly Femal, CED

**REPORT DATE:** 3/9/2026

**ADMINISTRATOR'S REVIEW / COMMENTS:**

No additional comments to this report \_\_\_\_\_ *DLB*

See additional comments attached \_\_\_\_\_

**EXPLANATION:** The Kimberly Recreation Association has submitted a Special Event Permit Request for the use of Sunset Park’s Upper and Lower Diamonds to host the John “Sporty” Alsman Memorial Tournament May 15<sup>th</sup> – 17<sup>th</sup> with game play beginning as early as 9:00 a.m. and concluding no later than 11:00 p.m. each day of the tournament. Permit Application has been submitted and reviewed, certificate of insurance has been filed, and permit fees are paid. Tournament planners are additionally required to attend a seasonal facilities meeting for all tournament user groups. KRA has scheduled representation to attend this annual meeting to be held March 10<sup>th</sup> in Sunset Park.

**ATTACHMENTS:**

COI for Sporty Salsman, Grafmeier, and Craft Fair all attached to Grafmeier application.  
Completed Special Event Permit Request Application

**RECOMMENDED ACTION:**

Approve permit application as presented pending the appropriate licensing is secured for alcohol sales.

	individual sporting events, events with carnival rides, parades with floats, marathons or similar races.
<b>Concessionaire</b>	Concession stand operation for league and tournament activities.

## Attachment A: Village of Kimberly Special Event Permit Application

This application is a request for a special event. Please refer to the checklist to see if you will need to contact other departments regarding your event. When requesting use of a facility **please be very specific**. Use exact dates, times, shelters, parks, streets, and areas. Doing so will help avoid delays in processing your request.

This application must be fully complete and on file with the Community Enrichment Director in person at 515 W. Kimberly Avenue or electronically at [hfemal@vokimberlywi.gov](mailto:hfemal@vokimberlywi.gov) at least **90 days prior** to the event.

1. Application Information: Contact information for the person completing the application on behalf of an organization	
Name in First, M.I., Last Format Daniel J Bolwerk	Date of Birth 10-15-1962
Address 511 Dorothy Ct Kimberly Wi 54136	
Phone Number 920-788-1878	Email Address danbolwerk@yahoo.com

2. Organization Information: Information about the organization having the special event	
Organization Name: Kimberly Recreation Association	Organization Email: kimberlyrecreation@gmail.com
Organization Address: PO Box 111 Kimberly WI 54136	
Organization Phone Number: N/A	Organization Website: 1kra.com
Applicant's relationship to Organization: President	

3. Event Details	
Name of event John "Sporty" Salsman Memorial Tournament	Estimated event attendance: 100

Event Location(s) Sunset Park	Event Start Time(s) 9:00 am
Event Date(s) 5/15/26 - 5/17/26	Event End Times(s) 11:00 pm
Event Rain Date (if any): N/A	Event type <u>Other</u> : Parade Run/Walk Festival <u>Tournament</u> Other
Event description including purpose, if event has been held before, and the buildings, parks, shelters and open spaces requested for event: Men's fastpitch softball tournament. Previously held here in 2025. Will be using the upper and lower diamonds.	
Please include name and contact information for "Head of Event" identified for your event. If multiple "Head of Event" persons are scheduled, please include date and time schedule of all persons scheduled. Dan Bolwerk - Head of Event 920-788-1878 Justin Columbo - Tournament Director 920-585-0179 Mitchell Bolwerk - Grounds Crew 920-850-8127 All three to be scheduled to be at the event the entire time.	
Please share the scheduled date of pre-event planning meeting with FVMPD April 14 2026	

4. Additional Permitting Details			
1. Does your permit request include street closure or use of street right of way?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	If yes, please include a traffic control plan and a copy of the mailer for affected properties with your permit application
2. Will tents or other temporary structures be erected?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	If yes, please include the date in which you will schedule public and private locates at the event sponsor's cost.
3. Does your event include any kind of animals, performances, or amusement rides?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Please submit the appropriate level of insurance based on insurance parameters outlines in Attachment C
4. Are you requesting to sell or serve alcohol?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	If yes, please provide correspondence and documentation of liquor license application & complete the alcohol sales portion of the Incident Response Plan in Attachment B.
5. Does your event include fireworks?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	If yes, additional documentation and insurance is required.
6. Does your event anticipate an attendance of over 300 people?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	If yes, please attach your detailed security plan as part of the Incident Response Plan including the contact information for the head of security.

<b>7. Does your event include a parade?</b>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	If yes, please include parade map with barricade plan for review.
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Additional required attachments for permit applications:

- A detailed overhead map of the event including event amenities and details.
- If you answered "yes" to any of the questions in section 4.1-5 please attached additional forms or documentation as requested in this section.
- Parking Plan: overhead map of parking accommodation, estimated parking stalls and addresses of locations, written permission to access these lots, plans for shuttles from lots further than 1 mile from event location.

Please read carefully before signing!

By signing below, I certify that I am at least 18 years of age, that I have read and understand the Special Event Policy, and that I agree to the terms and conditions contained in the Special Event Policy. My signature further confirms (i) that I understand the filing of this application does not ensure the issuance of a Special Event Permit, (ii) that the Special Event Permit Fee is non-refundable, (iii) I will be responsible for ensuring the event and event participants comply with all applicable village ordinances, traffic rules, park rules, state health laws, fire codes and liquor licensing regulations and any other applicable laws, rules and regulations included in the Special Event Guidebook, (iv) that fees for park facilities, food sales permits, tent and fireworks permits, etc., are in addition to the Special Event Permit Fee, (v) that I am authorized to apply for this Special Event Permit on behalf of the organization holding the event (if applicable), and (vi) that the information contained in this Application is true to the best of my knowledge. I understand that intentionally providing false or misleading information in this Application may lead to civil or criminal penalties.

INDEMNIFICATION: BY SIGNING BELOW I ACKNOWLEDGE THAT FOR GOOD AND VALUABLE CONSIDERATION, I, THE APPLICANT, ON BEHALF OF MYSELF AND THE SPONSOR/ORGANIZATION, IF APPLICABLE, AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE VILLAGE OF KIMBERLY AND ITS OFFICERS, OFFICIALS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, DAMAGE, EXPENSES AND COSTS, INCLUDING ATTORNEY FEES, ARISING OUT OF THE ACTIVITIES PERFORMED AS DESCRIBED HEREIN, CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF THE APPLICANT/ORGANIZATION, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE WHOSE ACTS ANY OF THEM MAY BE LIABLE, EXCEPT WHERE CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE VILLAGE.

I hereby certify that the foregoing facts concerning my Special Event are true to the best of my knowledge:

*Mitchell Paulus* 2-27-26

Authorized Applicant Signature and Date

For Village Staff Use Only			
Date Application was received:	2/27/26	Liquor License Submitted?	Yes/No/Not Applicable Forthcoming
COI on file with appropriate level of coverage:	Yes/No	Permit Fee Payment received:	Resident: \$50 Non-Resident: \$100
Temporary Traffic Control Plan	Yes/No/Not Applicable	Parking Plan Submitted?	Yes/No/Not Applicable

Are locates required?	Yes/No <b>(No)</b>	Date of Locate Call In if needed:	<b>(n/a)</b>
Security Plan Submitted?	Yes/No/Not Applicable <b>TBD</b>	Application Approval or Denial.	<b>(A/D) Pending liquor license</b>
Signature of Permit Reviewer	<b>(MP)</b>	Date Signed	<b>2/27/26</b>

## Attachment B: Incident Response Planning Document

### Security Plan Details

Please identify a main point of contact covering the duration of your event. Events that span multiple dates or longer periods of time should identify multiple people and specify the spans of time in which they are considered the Coordinator. As a reminder, the coordinator should maintain absolute sobriety for their scheduled dates and times.

Event Board & Coordinator Contact Information			
First and Last name	Cell phone number	Date scheduled as Coordinator	Time(s)
Dan Bolwerk	920-788-1878	5/15/26 - 5/17/26	9:00am-11:00pm
Justin Columbo	920-585-0179	5/15/26 - 5/17/26	9:00am-11:00pm
Mitchell Bolwerk	920-850-8127	5/15/26-5/17/26	9:00am-11:00pm

Please provide the contracted service information for private security to include name, point of contact, and contact information: None

Please attach a narrative outlining the event security plan, this document may be provided by the security company and should outline how many security personnel will be on site, when, where they will be located, and the objectives of their presence/services the company is providing.

Event personnel are defined as Volunteers and Staff. Please provide information on the identification of these key personnel. Please indicate the following identifiers:

1. Volunteer Shirt Color \_\_\_\_\_
2. Identifying features of shirt \_\_\_\_\_
3. Staff member coordinating the volunteers including name and phone number \_\_\_\_\_
4. Staff Shirt Color \_\_\_\_\_
5. Additional identifying information for event staff: \_\_\_\_\_

### Alcohol Sales

Please provide a description of event alcohol sales as well as a description or drawing of sale locations.

Beer, concessions stands

Please provide the manner of ID verification that will be used to identify people of legal drinking age:

Concessions stand staff manually checking

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Please provide details on any restrictions concerning where event attendees are allowed to consume alcohol:

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## Attachment C: Village of Kimberly Insurance Requirements

### Small Event

It is hereby agreed and understood that the insurance required by the Village of Kimberly is primary and non-contributing coverage and that any insurance or self-insurance maintained by the Village of Kimberly, its officers, council members, agents, employees or authorized volunteers will not contribute to coverage of any loss. All insurance shall be in full force prior to commencing the event and remain in force throughout the entire event, including the cleanup period after the event. Contractor/organizer shall provide proof of insurance to Village of Kimberly in writing before the event commences.

#### COMMERCIAL GENERAL LIABILITY COVERAGE

Commercial General Liability coverage at least as broad as Insurance Services Office Commercial General Liability Form CG 00 01, including coverage for Products Liability, Completed Operations, Contractual Liability (including joint negligence coverage), and Explosion, Collapse, Underground coverage with the following minimum limits and coverage:

Each Occurrence limit \$ 1,000,000  
Personal and Advertising Injury limit \$ 1,000,000  
General aggregate limit (other than Products–Completed Operations) **per event/location** \$ 2,000,000  
Products–Completed Operations aggregate \$ 2,000,000  
Fire Damage limit — any one fire \$50,000  
Medical Expense limit — any one person \$5,000

#### BUSINESS AUTOMOBILE COVERAGE -- If used before, during or after the event (Clean-up, etc.)

Automobile Liability coverage at least as broad as Insurance Services Office Business Automobile Form, with minimum limits of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage, provided on a Symbol #1–“Any Auto” basis.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY** - as required by Wisconsin State Statute or any Workers Compensation Statutes of a different state. Also, if applicable the work coverage must include Maritime (Jones Act) or Longshore & Harbor Worker’s Compensation Act coverage.

Must carry coverage for Statutory Workers Compensation and an Employers Liability with limits of:

\$100,000 Each Accident  
\$500,000 Disease Policy Limit  
\$100,000 Disease – Each Employee



## Village of Kimberly REQUEST FOR BOARD CONSIDERATION

**ITEM DESCRIPTION: Special Event Permit Request – Jack Grafmeier Memorial Softball Tournament**

**REPORT PREPARED BY: Holly Femal, CED**

**REPORT DATE: 3/9/2026**

**ADMINISTRATOR'S REVIEW / COMMENTS:**

No additional comments to this report DLB

See additional comments attached \_\_\_\_\_

**EXPLANATION:** The Kimberly Recreation Association has submitted a complete Special Event Permit Application for an annual softball tournament. The organization is applying for a permit to host the Jack Grafmeier Memorial Adult Softball Tournament June 5<sup>th</sup> – June 7<sup>th</sup> from 9 a.m. – 11 p.m. each day with utilization of the Upper, Lower, and Youth ball fields.

**ATTACHMENTS:**

COI

Permit Application

**RECOMMENDED ACTION:**

Approve the special event permit application for Kimberly Recreation Association to host the Jack Grafmeier Memorial Softball Tournament, June 5<sup>th</sup> – 7<sup>th</sup> in Sunset Park as presented with alcohol sales pending appropriate license application approval.

	individual sporting events, events with carnival rides, parades with floats, marathons or similar races.
<b>Concessionaire</b>	Concession stand operation for league and tournament activities.

## Attachment A: Village of Kimberly Special Event Permit Application

This application is a request for a special event. Please refer to the checklist to see if you will need to contact other departments regarding your event. When requesting use of a facility **please be very specific**. Use exact dates, times, shelters, parks, streets, and areas. Doing so will help avoid delays in processing your request.

This application must be fully complete and on file with the Community Enrichment Director in person at 515 W. Kimberly Avenue or electronically at [hfemal@vokimberlywi.gov](mailto:hfemal@vokimberlywi.gov) at least **90 days prior** to the event.

1. Application Information: Contact information for the person completing the application on behalf of an organization	
Name in First, M.I., Last Format Daniel J Bolwerk	Date of Birth 10-15-1962
Address 511 Dorothy Ct Kimberly Wi 54136	
Phone Number 920-788-1878	Email Address danbolwerk@yahoo.com

2. Organization Information: Information about the organization having the special event	
Organization Name: Kimberly Recreation Association	Organization Email: kimberlyrecreation@gmail.com
Organization Address: PO Box 111 Kimberly WI 54136	
Organization Phone Number: N/A	Organization Website: 1kra.com
Applicant's relationship to Organization: President	

3. Event Details	
Name of event Jack Grafmeier Memorial Softball Tournament	Estimated event attendance: 1000

Event Location(s) Sunset Park	Event Start Time(s) 8:00 am
Event Date(s) 6/5/26 - 6/7/26	Event End Times(s) 11:00 pm
Event Rain Date (if any): N/A	Event type Other: Parade Run/Walk Festival Tournament Other
Event description including purpose, if event has been held before, and the buildings, parks, shelters and open spaces requested for event: Men's fastpitch softball tournament. Previously held here for many years. Will be using both upper diamonds and the lower diamond.	
Please include name and contact information for "Head of Event" identified for your event. If multiple "Head of Event" persons are scheduled, please include date and time schedule of all persons scheduled. Dan Bolwerk - Head of Event 920-788-1878 Justin Columbo - Tournament Director 920-585-0179 Mitchell Bolwerk - Grounds Crew 920-850-8127 All three to be scheduled to be at the event the entire time.	
Please share the scheduled date of pre-event planning meeting with FVMMPD April 14 2026	

4. Additional Permitting Details			
1. Does your permit request include street closure or use of street right of way?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	If yes, please include a traffic control plan and a copy of the mailer for affected properties with your permit application
2. Will tents or other temporary structures be erected?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	If yes, please include the date in which you will schedule public and private locates at the event sponsor's cost.
3. Does your event include any kind of animals, performances, or amusement rides?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Please submit the appropriate level of insurance based on insurance parameters outlines in Attachment C
4. Are you requesting to sell or serve alcohol?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	If yes, please provide correspondence and documentation of liquor license application & complete the alcohol sales portion of the Incident Response Plan in Attachment B.
5. Does your event include fireworks?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	If yes, additional documentation and insurance is required.
6. Does your event anticipate an attendance of over 300 people?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	If yes, please attach your detailed security plan as part of the Incident Response Plan including the contact information for the head of security.

<b>7. Does your event include a parade?</b>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	If yes, please include parade map with barricade plan for review.
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Additional required attachments for permit applications:

- A detailed overhead map of the event including event amenities and details.
- If you answered "yes" to any of the questions in section 4.1-5 please attached additional forms or documentation as requested in this section.
- Parking Plan: overhead map of parking accommodation, estimated parking stalls and addresses of locations, written permission to access these lots, plans for shuttles from lots further than 1 mile from event location.

Please read carefully before signing!

By signing below, I certify that I am at least 18 years of age, that I have read and understand the Special Event Policy, and that I agree to the terms and conditions contained in the Special Event Policy. My signature further confirms (i) that I understand the filing of this application does not ensure the issuance of a Special Event Permit, (ii) that the Special Event Permit Fee is non-refundable, (iii) I will be responsible for ensuring the event and event participants comply with all applicable village ordinances, traffic rules, park rules, state health laws, fire codes and liquor licensing regulations and any other applicable laws, rules and regulations included in the Special Event Guidebook, (iv) that fees for park facilities, food sales permits, tent and fireworks permits, etc., are in addition to the Special Event Permit Fee, (v) that I am authorized to apply for this Special Event Permit on behalf of the organization holding the event (if applicable), and (vi) that the information contained in this Application is true to the best of my knowledge. I understand that intentionally providing false or misleading information in this Application may lead to civil or criminal penalties.

INDEMNIFICATION: BY SIGNING BELOW I ACKNOWLEDGE THAT FOR GOOD AND VALUABLE CONSIDERATION, I, THE APPLICANT, ON BEHALF OF MYSELF AND THE SPONSOR/ORGANIZATION, IF APPLICABLE, AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE VILLAGE OF KIMBERLY AND ITS OFFICERS, OFFICIALS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, DAMAGE, EXPENSES AND COSTS, INCLUDING ATTORNEY FEES, ARISING OUT OF THE ACTIVITIES PERFORMED AS DESCRIBED HEREIN, CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF THE APPLICANT/ORGANIZATION, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE WHOSE ACTS ANY OF THEM MAY BE LIABLE, EXCEPT WHERE CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE VILLAGE.

I hereby certify that the foregoing facts concerning my Special Event are true to the best of my knowledge:

*Mitchell Belwell*                      2-27-26

Authorized Applicant Signature and Date

For Village Staff Use Only			
Date Application was received:	2-27-26	Liquor License Submitted?	Yes/No/Not Applicable
COI on file with appropriate level of coverage:	Yes/No	Permit Fee Payment received:	Resident: \$50 Non-Resident: \$100
Temporary Traffic Control Plan	Yes/No/Not Applicable	Parking Plan Submitted?	Yes/No/Not Applicable

Are locates required?	Yes/No <b>No</b>	Date of Locate Call In if needed:	<b>n/a</b>
Security Plan Submitted?	Yes/No/Not Applicable <b>Not Applicable</b>	Application Approval or Denial:	<b>A/D</b>
Signature of Permit Reviewer	<b>UHR</b>	Date Signed	<b>2-27-26</b>

## Attachment B: Incident Response Planning Document

### Security Plan Details

Please identify a main point of contact covering the duration of your event. Events that span multiple dates or longer periods of time should identify multiple people and specify the spans of time in which they are considered the Coordinator. As a reminder, the coordinator should maintain absolute sobriety for their scheduled dates and times.

Event Board & Coordinator Contact Information			
First and Last name	Cell phone number	Date scheduled as Coordinator	Time(s)
Dan Bolwerk	920-788-1878	6/5/26 - 6/7/26	7:00am-11:59pm
Justin Columbo	920-585-0179	6/5/26 - 6/7/26	7:00am-11:59pm
Mitchell Bolwerk	920-850-8127	6/5/26 - 6/7/26	7:00am-11:59pm

Please provide the contracted service information for private security to include name, point of contact, and contact information: None

Please attach a narrative outlining the event security plan, this document may be provided by the security company and should outline how many security personnel will be on site, when, where they will be located, and the objectives of their presence/services the company is providing.

Event personnel are defined as Volunteers and Staff. Please provide information on the identification of these key personnel. Please indicate the following identifiers:

1. Volunteer Shirt Color \_\_\_\_\_
2. Identifying features of shirt \_\_\_\_\_
3. Staff member coordinating the volunteers including name and phone number \_\_\_\_\_
4. Staff Shirt Color \_\_\_\_\_
5. Additional identifying information for event staff: \_\_\_\_\_

### Alcohol Sales

Please provide a description of event alcohol sales as well as a description or drawing of sale locations.

Beer, concessions stands

Please provide the manner of ID verification that will be used to identify people of legal drinking age:

Concessions stand staff manually checking

---

Please provide details on any restrictions concerning where event attendees are allowed to consume alcohol:

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## Attachment C: Village of Kimberly Insurance Requirements

### Small Event

It is hereby agreed and understood that the insurance required by the Village of Kimberly is primary and non-contributing coverage and that any insurance or self-insurance maintained by the Village of Kimberly, its officers, council members, agents, employees or authorized volunteers will not contribute to coverage of any loss. All insurance shall be in full force prior to commencing the event and remain in force throughout the entire event, including the cleanup period after the event. Contractor/organizer shall provide proof of insurance to Village of Kimberly in writing before the event commences.

#### COMMERCIAL GENERAL LIABILITY COVERAGE

Commercial General Liability coverage at least as broad as Insurance Services Office Commercial General Liability Form CG 00 01, including coverage for Products Liability, Completed Operations, Contractual Liability (including joint negligence coverage), and Explosion, Collapse, Underground coverage with the following minimum limits and coverage:

Each Occurrence limit \$ 1,000,000  
Personal and Advertising Injury limit \$ 1,000,000  
General aggregate limit (other than Products-Completed Operations) **per event/location** \$ 2,000,000  
Products-Completed Operations aggregate \$ 2,000,000  
Fire Damage limit — any one fire \$50,000  
Medical Expense limit — any one person \$5,000

#### BUSINESS AUTOMOBILE COVERAGE – If used before, during or after the event (Clean-up, etc.)

Automobile Liability coverage at least as broad as Insurance Services Office Business Automobile Form, with minimum limits of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage, provided on a Symbol #1-“Any Auto” basis.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY** - as required by Wisconsin State Statute or any Workers Compensation Statutes of a different state. Also, if applicable the work coverage must include Maritime (Jones Act) or Longshore & Harbor Worker’s Compensation Act coverage.

Must carry coverage for Statutory Workers Compensation and an Employers Liability with limits of:

\$100,000 Each Accident  
\$500,000 Disease Policy Limit  
\$100,000 Disease – Each Employee



PO Box 819  
Appleton, WI 54912-0819  
(920) 739-3161

**COMMERCIAL LINES INSURANCE PROVISIONS**

This information page with "Policy Provisions" completes the below numbered

Company: **SECURA Insurance Company**

Policy Number: 20-CP-003437310-0	Account Number: 5163507
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Named Insured and Mailing Address

**KIMBERLY RECREATION ASSOCIATION INC  
PO BOX 111  
KIMBERLY, WI 54136**

Producer and Mailing Address

**THE INSURANCE RESOURCE  
409 W KIMBERLY AVE  
KIMBERLY, WI 54136**

**OFFICER SIGNATURE PAGE**

In Witness Whereof, we have caused this policy to be executed and attested. If required by statute, it is countersigned by our authorized representative.

Secretary

President and CEO



## Village of Kimberly REQUEST FOR BOARD CONSIDERATION

<b>ITEM DESCRIPTION: 2026 Special Event Permit Request – Fox Cities Marathon</b>
<b>REPORT PREPARED BY: Holly Femal, Community Enrichment Director</b>
<b>REPORT DATE: 03/09/2026</b>
<b>ADMINISTRATOR'S REVIEW / COMMENTS:</b>  No additional comments to this report <u>DLB</u>  See additional comments attached _____
<b>EXPLANATION:</b> The Fox Cities Marathon is submitting a Special Event Permit Application for their annual “Fox Cities Marathon”. The group is submitting the permit application for the Kimberly portion of the race. The event is scheduled for September 20 <sup>th</sup> , 2026, and will tentatively impact the Kimberly community from 7:30 a.m. – 10:30 a.m. with established runner lanes on some streets and much of the race relocated to the Papermill Run trail. The route will remain unchanged from the 2025 race.  The marathon requests assistance from FVMPD and the Kimberly Street and Parks Operations crews for event security facilitation and route set up. Security meetings are held throughout the year for this event due to the size and route impacting multiple jurisdictions throughout the Fox Cities.
<b>ATTACHMENTS:</b> Special Event Permit Application and required documents including the marathon crisis plan, flyer information concerning road access concerns for “The Current on the Fox” development, course details, and street impacts.
<b>RECOMMENDED ACTION:</b> Approve special event permit application for the 2026 Fox Cities Marathon as presented.

	individual sporting events, events with carnival rides, parades with floats, marathons or similar races.
<b>Concessionaire</b>	Concession stand operation for league and tournament activities.

## Attachment A: Village of Kimberly Special Event Permit Application

This application is a request for a special event. Please refer to the checklist to see if you will need to contact other departments regarding your event. When requesting use of a facility **please be very specific**. Use exact dates, times, shelters, parks, streets, and areas. Doing so will help avoid delays in processing your request.

This application must be fully complete and on file with the Community Enrichment Director in person at 515 W. Kimberly Avenue or electronically at [hfemal@vokimberlywi.gov](mailto:hfemal@vokimberlywi.gov) at least **90 days prior** to the event.

1. Application Information: Contact information for the person completing the application on behalf of an organization	
Name in First, M.I., Last Format Julie K Johnson	Date of Birth 9/2/69
Address 600 W. Kimberly Ave, Kimberly, WI 54136	
Phone Number 920/716-4283	Email Address julie.johnson@communityfirstcu.org

2. Organization Information: Information about the organization having the special event	
Organization Name: Community First Fox Cities Marathon	Organization Email: info@foxcitiesmarathon.org
Organization Address: 1575 Dresang Way, Neenah, WI 54956	
Organization Phone Number: 920/882-9499	Organization Website: <a href="https://foxcitiesmarathon.org/">https://foxcitiesmarathon.org/</a>
Applicant's relationship to Organization: Marathon Race Director	

3. Event Details	
Name of event Community First Fox Cities Marathon	Estimated event attendance: 2,000

Event Location(s) Runners will enter Kimberly from Prospect St to the Papermill Run Trail <input type="checkbox"/>	Event Start Time(s) Runners will come through approx 7:30 am
Event Date(s) Sunday, Sept 20, 2026	Event End Times(s) approx 10:30 am
Event Rain Date (if any): N/A	Event type Run/Walk <input type="checkbox"/> : Parade Run/Walk Festival Tournament Other
Event description including purpose, if event has been held before, and the buildings, parks, shelters and open spaces requested for event: Fox Cities Marathon is an annual event since 1991 with the full marathon course going through Kimberly.	
Please include name and contact information for "Head of Event" identified for your event. If multiple "Head of Event" persons are scheduled, please include date and time schedule of all persons scheduled. Amanda Secor 920/427-8465	
Please share the scheduled date of pre-event planning meeting with FVMPD Police/Fire/EMS meetings will be in May, July and September	

4. Additional Permitting Details			
1. Does your permit request include street closure or use of street right of way?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	If yes, please include a traffic control plan and a copy of the mailer for affected properties with your permit application
2. Will tents or other temporary structures be erected?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	If yes, please include the date in which you will schedule public and private locates at the event sponsor's cost.
3. Does your event include any kind of animals, performances, or amusement rides?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Please submit the appropriate level of insurance based on insurance parameters outlines in Attachment C
4. Are you requesting to sell or serve alcohol?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	If yes, please provide correspondence and documentation of liquor license application & complete the alcohol sales portion of the Incident Response Plan in Attachment B.
5. Does your event include fireworks?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	If yes, additional documentation and insurance is required.
6. Does your event anticipate an attendance of over 300 people?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	If yes, please attach your detailed security plan as part of the Incident Response Plan including the contact information for the head of security.

<b>7. Does your event include a parade?</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	If yes, please include parade map with barricade plan for review.
---	---------------------------------	--------------------------------	---

Additional required attachments for permit applications:

- A detailed overhead map of the event including event amenities and details.
- If you answered “yes” to any of the questions in section 4.1-5 please attached additional forms or documentation as requested in this section.
- Parking Plan: overhead map of parking accommodation, estimated parking stalls and addresses of locations, written permission to access these lots, plans for shuttles from lots further than 1 mile from event location.

**Please read carefully before signing!**

By signing below, I certify that I am at least 18 years of age, that I have read and understand the Special Event Policy, and that I agree to the terms and conditions contained in the Special Event Policy. My signature further confirms (i) that I understand the filing of this application does not ensure the issuance of a Special Event Permit, (ii) that the Special Event Permit Fee is non-refundable, (iii) I will be responsible for ensuring the event and event participants comply with all applicable village ordinances, traffic rules, park rules, state health laws, fire codes and liquor licensing regulations and any other applicable laws, rules and regulations included in the Special Event Guidebook, (iv) that fees for park facilities, food sales permits, tent and fireworks permits, etc., are in addition to the Special Event Permit Fee, (v) that I am authorized to apply for this Special Event Permit on behalf of the organization holding the event (if applicable), and (vi) that the information contained in this Application is true to the best of my knowledge. I understand that intentionally providing false or misleading information in this Application may lead to civil or criminal penalties.

INDEMNIFICATION: BY SIGNING BELOW I ACKNOWLEDGE THAT FOR GOOD AND VALUABLE CONSIDERATION, I, THE APPLICANT, ON BEHALF OF MYSELF AND THE SPONSOR/ORGANIZATION, IF APPLICABLE, AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE VILLAGE OF KIMBERLY AND ITS OFFICERS, OFFICIALS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, DAMAGE, EXPENSES AND COSTS, INCLUDING ATTORNEY FEES, ARISING OUT OF THE ACTIVITIES PERFORMED AS DESCRIBED HEREIN, CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF THE APPLICANT/ORGANIZATION, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE WHOSE ACTS ANY OF THEM MAY BE LIABLE, EXCEPT WHERE CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE VILLAGE.

I hereby certify that the foregoing facts concerning my Special Event are true to the best of my knowledge:

**Julie Johnson**

Digitally signed by Julie Johnson  
Date: 2026.01.28 15:59:27 -06'00'

1/28/26

Authorized Applicant Signature and Date

<b>For Village Staff Use Only</b>			
Date Application was received:	1/28/2026	Liquor License Submitted?	Yes/No/Not Applicable
COI on file with appropriate level of coverage:	Yes/No	Permit Fee Payment received:	Resident: \$50 Non-Resident: \$100
Temporary Traffic Control Plan	Yes/No/Not Applicable	Parking Plan Submitted?	Yes/No/Not Applicable

Are locates required?	Yes/No <u>No</u>	Date of Locate Call In if needed:	<u>n/a</u>
Security Plan Submitted?	Yes/No/Not Applicable <u>ongoing</u>	Application Approval or Denial.	<u>A/D</u>
Signature of Permit Reviewer	<u>[Signature]</u>	Date Signed	<u>2/27/2026</u>

## Attachment B: Incident Response Planning Document

### Security Plan Details

Please identify a main point of contact covering the duration of your event. Events that span multiple dates or longer periods of time should identify multiple people and specify the spans of time in which they are considered the Coordinator. As a reminder, the coordinator should maintain absolute sobriety for their scheduled dates and times.

Event Board & Coordinator Contact Information			
First and Last name	Cell phone number	Date scheduled as Coordinator	Time(s)
Capt. Tom Van Sambeek	920/886-6470	9/20/26	6am-2pm

Please provide the contracted service information for private security to include name, point of contact, and contact information: We use police staff from each municipality on the full marathon course through our Command Center

Please attach a narrative outlining the event security plan, this document may be provided by the security company and should outline how many security personnel will be on site, when, where they will be located, and the objectives of their presence/services the company is providing.

Event personnel are defined as Volunteers and Staff. Please provide information on the identification of these key personnel. Please indicate the following identifiers:

- Volunteer Shirt Color TBD
- Identifying features of shirt "Volunteer" printed on front of shirt with FCM logo
- Staff member coordinating the volunteers including name and phone number Heather Smarzinski +
- Staff Shirt Color TBD
- Additional identifying information for event staff: Safety Vest with "Team Lead"

### Alcohol Sales

Please provide a description of event alcohol sales as well as a description or drawing of sale locations.

N/A +



## 2025 Kimberly Course Details –

### Course Directions

- Enter Kimberly at the intersection of Woodstock Ln and Emons Rd
- Follow Woodstock Ln
- Turn left (north) on Pat’s Dr
- Turn right (east) on Railroad St
- Turn right (east) on Better Way
- Turn left (north) to follow trail and tunnel going under Hwy. CE near the YMCA
- Follow the Hwy. CE Trail east & exit into Combined Locks

### Re-Enter Kimberly at Edward Street/Prospect

- Follow Prospect West
- Turn right (north) on Papermill Run Trail (just before Washington Street)
- Turn left (west) on Papermill Run
- Turn right (north) on Rivers Edge Drive
- Turn right to connect to the Sunset Park Trails
- Turn right (west) on Kimberly Ave
- Turn right (north) on Sunset Park Rd
- Turn left (west) on Fulcer Ave
- Turn left (south) on Paul Dr
- Turn left (east) on Curtin Ave
- Turn right (south) on Roger St
- Turn right (west) on Kimberly Ave
- Follow W Kimberly Ave west to Hwy. 441 overpass and exit Kimberly

### Runner’s Side of the Road

#### KIMBERLY

- |  |              |
|--|--------------|
| ▪ Railroad St (Pat’s Dr-Better Way)      | East side    |
| ▪ Better Way (Railroad St-Hwy CE Tunnel) | South side   |
| ▪ Hwy CE Tunnel                          | ENTIRE TRAIL |
| ▪ Hwy CE Trail                           | ENTIRE TRAIL |

#### Leave Kimberly, Enter Combined Locks

#### Re-enter Kimberly

- |  |                                   |
|--|-----------------------------------|
| ▪ Prospect St (Edward St – Washington St)                                  | North side                        |
| ▪ Papermill Run (Papermill Run Trail)                                      | ENTIRE TRAIL to Rivers Edge Drive |
| ▪ White/Red Cedar Roundabout (Papermill Run)                               | North side                        |
| ▪ Rivers Edge Drive  | North side                        |
| ▪ Sunset Park Trail  | ENTIRE TRAIL                      |
| ▪ Kimberly Ave (Sunset Park east entrance to<br>Sunset Park west entrance) | North side                        |
| ▪ Sunset Park Rd (Kimberly Ave-Fulcer Ave)                                 | East side                         |

- |  |            |
|--|------------|
| ▪ Fulcer Ave (Sunset Park Dr-Paul Dr)      | North side |
| ▪ Paul Dr (Fulcer Ave-Curtin Dr)           | West side  |
| ▪ Curtin Dr (Paul Dr-Roger Dr)             | South side |
| ▪ Roger St (Curtin Dr-Kimberly Ave)        | West side  |
| ▪ Kimberly Ave (Roger St-Hwy 441 overpass) | North side |

## Officers needed at the following intersections (with estimated race day times)

- |   |                   |
|---|-------------------|
| 1) Papermill Run/White Cedar/Red Cedar Roundabout | 7:35 – 9:50 a.m.  |
| 2) Sunset Park Rd @ Fulcer Ave                    | 7:55 – 10:10 a.m. |
| 3) Roger St @ Kimberly Ave                        | 7:55 – 10:10 a.m. |

## Public Works/Street Department

- Cones, barricades and any needed signage
  - Cone a 'Runner's Lane' on Woodstock Lane, Pat's Dr, Railroad St, Prospect (to trailhead before Washington Street), Papermill Run (from east of roundabout to trail continuation by scenic overlook), Rivers Edge Drive, Kimberly Ave, Sunset Park Rd, Fulcer Ave, Paul Dr, Curtin Ave, Roger St & Kimberly Ave
  - FCM will provide directional spray chalk arrows on streets, Hwy. CE Trail, Papermill Run Trail and Sunset Park Trail

## Other Course Features:

- **Water Station locations**
  - Hwy CE Tunnel/Heart of the Valley YMCA (south side of tunnel)
  - 100 Papermill Run
  - Sunset Park Rd/Fulcer Ave (just west of Sunset Park Rd by the swimming area parking lot)
- **Medical Station locations**
  - Papermill Run Trail and Sunset Park Trail coverage from Kimberly First Responders and FCM bike/moped medical volunteers
  - Sunset Park Rd/Fulcer Ave (just west of Sunset Park Rd by the swimming area parking lot)
- **Relay Exchange Zone locations**
  - Heart of the Valley YMCA (just north of Hwy. CE tunnel) #1
  - Papermill Run at Papermill Run Trailhead (east of trailhead) #2

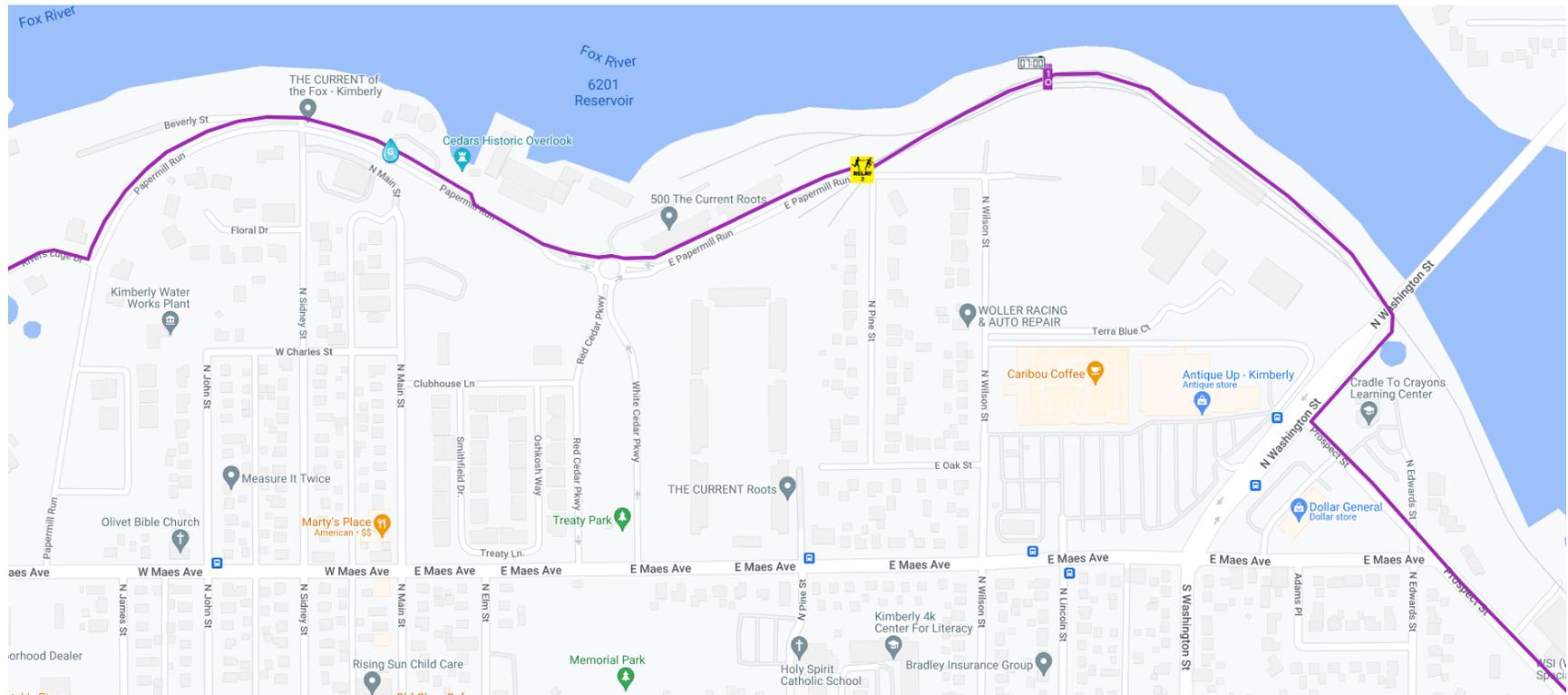
## Other Areas of Concern/Tasks:

- Village of Kimberly will place cones as needed on Papermill Run Trail & Sunset Park Trails (in addition to directional spray chalk arrows)
- FCM will place trail use signs at least 1 week prior to race weekend on trails
- Sunset Park Trails – FCM will provide volunteers at all trail intersections as well as key locations (i.e. turns, parking lot, etc.)
- Papermill Run Trail & Sunset Park Trail – sweeping/cleaning (if needed) prior to race day? Holly Femal will take care of this prior to race day
- Pace car or other vehicles on trails in Sunset Park, Kimberly
  - Motorcycle will lead (and follow) from Papermill Run Trail (Prospect Street) to Kimberly Ave/Sunset Park Rd intersection
- Heart of the Valley YMCA – use of parking lot for Relay Exchange Zone #1
  - Remind Sue Pawlowski prior to race day so they can communicate with YMCA members
- Relay Exchange Zone #2 – Papermill Run Trail & Papermill Run
  - Relay Marathon participants directed to park on surrounding streets (Pine/Wilson)



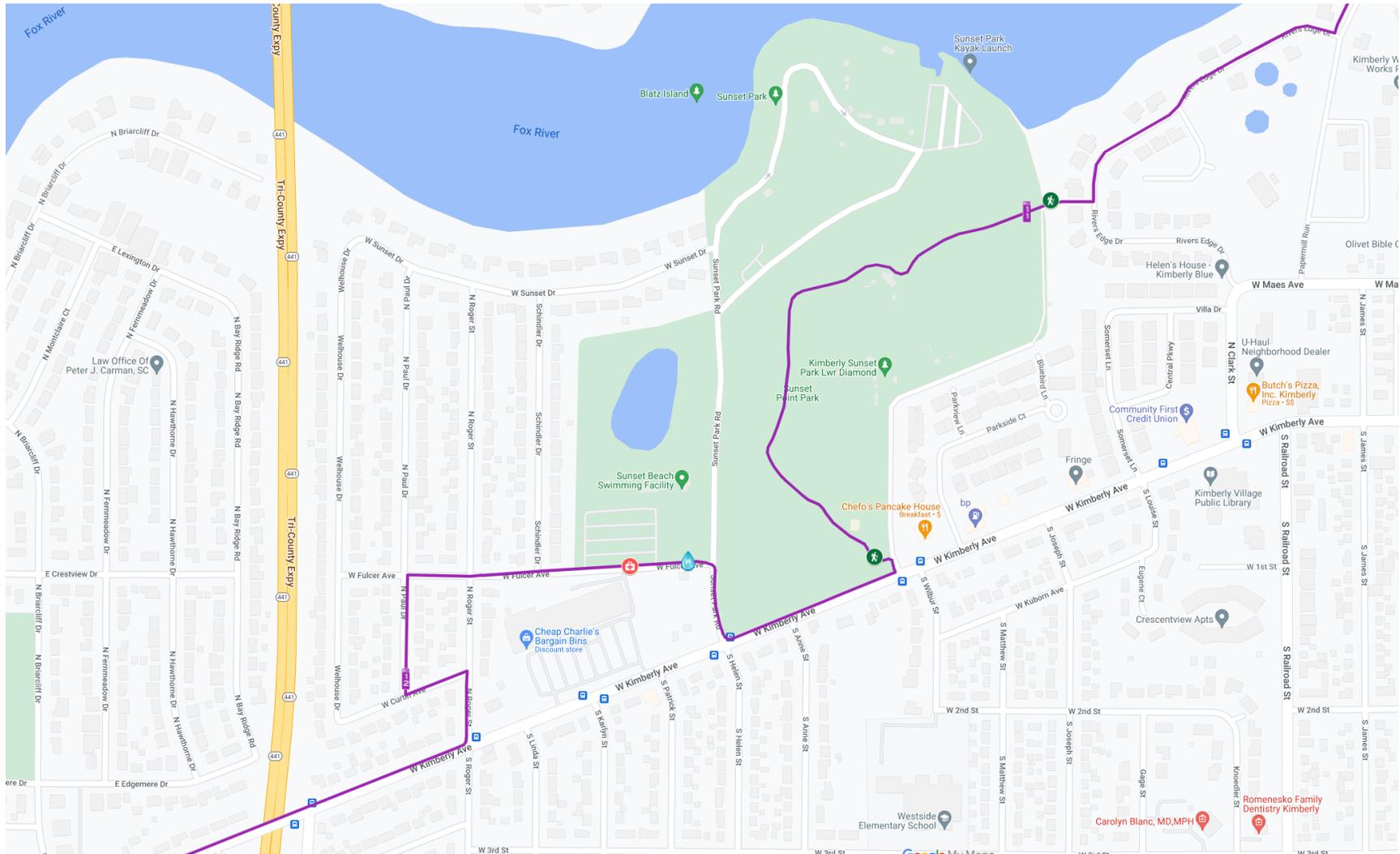
# 2025 Community First Fox Cities Marathon Course

## Kimberly, Map – 2



# 2025 Community First Fox Cities Marathon Course

## Kimberly, Map – 3



Updated 3/5/25





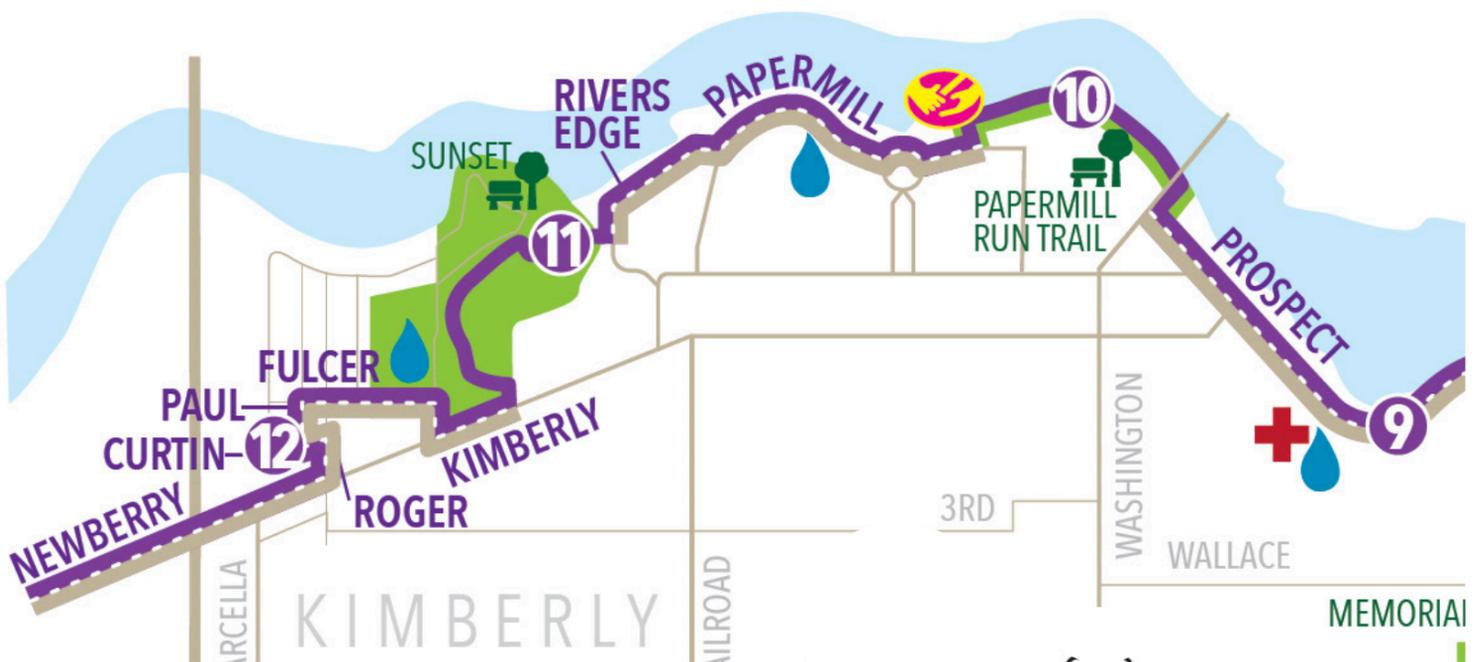
# We're coming to your neighborhood.

Sunday, September 22; 8:00am-10:00am

Course enhancements implemented for 2024 have adjusted the full marathon route in Kimberly to include the newly developed Papermill Run Trail along the water and continue down Papermill Run between Pine Streets & Rivers Edge Drive.

## Path Use

Runners will enter from the east using the Papermill Run Trail from Washington Street to Rivers Edge Drive, including the concrete path along Papermill Run and the trail through Sunset Park. Please plan your walks and path use accordingly to avoid use of these paths between the 8:00am – 10:00am timeframe on Sunday, September 22nd.



## Driveway Access

Volunteers will be at each driveway entrance to help vehicles safely pass in gaps between the runners. Please allow extra time for potential delays and be patient with volunteers. If possible, park your vehicle on a nearby street in advance.

## Traffic Changes

There will be some traffic changes on Papermill Run. Please follow all posted detours, road closures and No Parking signs.

## Water Station

A water station will be located in the parking lot of The Current Clubhouse at 100 Papermill Run. Please avoid parking in that lot overnight or on Sunday morning.



## You have a front row seat!



We encourage you to come outside to cheer participants on including those at the back of the pack who may need it most. Thank you for your cooperation in advance. We are excited for this year's event and are grateful for the support of our communities and residents in making it possible. **THANK YOU!**



FOXCITI-01

ANELSON

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/7/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>Paroubek Insurance Agency Inc.</b> 400 Destiny Drive De Pere, WI 54115	CONTACT NAME:		
	PHONE (A/C, No, Ext):	<b>(920) 347-9115</b>	FAX (A/C, No): <b>(920) 347-9116</b>
E-MAIL ADDRESS:			
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED  <b>Fox Cities Marathon Inc</b> PO Box 1487 Appleton, WI 54912		INSURER A: <b>Secura Insurance Companies</b>	<b>22543</b>
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CP3195781	2/1/2026	2/1/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			A3195782	2/1/2026	2/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CU3218934	2/1/2026	2/1/2027	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER  <b>Village of Kimberly</b> 515 W Kimberly Ave Kimberly, WI 54136	CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## Village of Kimberly REQUEST FOR BOARD CONSIDERATION

**ITEM DESCRIPTION: Special Event Permit Request – Kimberly Fall Craft Fair**

**REPORT PREPARED BY: Holly Femal, Community Enrichment Director**

**REPORT DATE: 03/09/2026**

**ADMINISTRATOR'S REVIEW / COMMENTS:**

**No additional comments to this report** \_\_\_\_\_ *DLB*

**See additional comments attached** \_\_\_\_\_

**EXPLANATION:**

The Kimberly Recreation Association has submitted a Special Event Permit Request for their annual Craft Fair event in Treaty Park on October 3<sup>rd</sup>, 2026, 9 a.m. – 3 p.m.

Event includes:

Craft fair along Treaty Park trail which can host 80+ vendors

Car show along Red Cedar Parkway hosting up to 55 cars

Food Truck Rally with vendors on White Cedar Parkway with overflow for the car show

Certificate of Insurance is on file; a special event permit fee has been paid. KRA will be paying to rent 2 portable toilets for the day of the event to ensure restroom facilities are available.

Road closures for the event have been requested on Red Cedar Parkway south of Clubhouse Lane and North of Maes Avenue as well as White Cedar Parkway south of the Roots apartment complex driveway access and North of Maes Avenue as well as no parking posted along the southern border of Treaty Park for improved pedestrian safety and access to the event.

**ATTACHMENTS:**

Special Event Permit Application

COI attached to Grafmeier permit request

Event Map

**RECOMMENDED ACTION:**

Approve permit as presented for the 2026 Kimberly Fall Craft Fair at Treaty Park.



	individual sporting events, events with carnival rides, parades with floats, marathons or similar races.
<b>Concessionaire</b>	Concession stand operation for league and tournament activities.

# Attachment A: Village of Kimberly Special Event Permit Application

This application is a request for a special event. Please refer to the checklist to see if you will need to contact other departments regarding your event. When requesting use of a facility **please be very specific**. Use exact dates, times, shelters, parks, streets, and areas. Doing so will help avoid delays in processing your request.

This application must be fully complete and on file with the Community Enrichment Director in person at 515 W. Kimberly Avenue or electronically at [hfemal@vokimberlywi.gov](mailto:hfemal@vokimberlywi.gov) at least **90 days** prior to the event.

1. Application Information: Contact information for the person completing the application on behalf of an organization	
Name in First, M.I., Last Format Kyle J Kaminski	Date of Birth 1/11/91
Address 334 South Joseph Street Kimberly WI	
Phone Number 920-851-5235	Email Address KRAcraftfair@gmail.com

2. Organization Information: Information about the organization having the special event	
Organization Name: Kimberly Recreation Association	Organization Email: Kimberlyrecreation@gmail.com
Organization Address: PO Box 111 Kimberly, WI 54136	
Organization Phone Number:	Organization Website: www.1kra.com
Applicant's relationship to Organization: Vice President	

3. Event Details	
Name of event Kimberly Fall Craft Fair	Estimated event attendance: 200

Event Location(s) Treaty Park	Event Start Time(s) 8am
Event Date(s) 10/3/2026	Event End Times(s) 4pm
Event Rain Date (if any):	Event type Other i: Parade Run/Walk Festival Tournament Other
Event description including purpose, if event has been held before, and the buildings, parks, shelters and open spaces requested for event: proceeds are raised for the KRA and intended to be reinvested into the community via park improvements and community enrichment.	
Please include name and contact information for "Head of Event" identified for your event. If multiple "Head of Event" persons are scheduled, please include date and time schedule of all persons scheduled. Kyle Kaminski 920-851-5235	
Please share the scheduled date of pre-event planning meeting with FVMPD	

4. Additional Permitting Details			
1. Does your permit request include street closure or use of street right of way?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	If yes, please include a traffic control plan and a copy of the mailer for affected properties with your permit application
2. Will tents or other temporary structures be erected?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	If yes, please include the date in which you will schedule public and private locates at the event sponsor's cost.
3. Does your event include any kind of animals, performances, or amusement rides?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Please submit the appropriate level of insurance based on insurance parameters outlines in Attachment C
4. Are you requesting to sell or serve alcohol?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	If yes, please provide correspondence and documentation of liquor license application & complete the alcohol sales portion of the Incident Response Plan in Attachment B.
5. Does your event include fireworks?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	If yes, additional documentation and insurance is required.
6. Does your event anticipate an attendance of over 300 people?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	If yes, please attach your detailed security plan as part of the Incident Response Plan including the contact information for the head of security.

7. Does your event include a parade?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	If yes, please include parade map with barricade plan for review.
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Additional required attachments for permit applications:

- A detailed overhead map of the event including event amenities and details.
- If you answered "yes" to any of the questions in section 4.1-5 please attached additional forms or documentation as requested in this section.
- Parking Plan: overhead map of parking accommodation, estimated parking stalls and addresses of locations, written permission to access these lots, plans for shuttles from lots further than 1 mile from event location.

**Please read carefully before signing!**

By signing below, I certify that I am at least 18 years of age, that I have read and understand the Special Event Policy, and that I agree to the terms and conditions contained in the Special Event Policy. My signature further confirms (i) that I understand the filing of this application does not ensure the issuance of a Special Event Permit, (ii) that the Special Event Permit Fee is non-refundable, (iii) I will be responsible for ensuring the event and event participants comply with all applicable village ordinances, traffic rules, park rules, state health laws, fire codes and liquor licensing regulations and any other applicable laws, rules and regulations included in the Special Event Guidebook, (iv) that fees for park facilities, food sales permits, tent and fireworks permits, etc., are in addition to the Special Event Permit Fee, (v) that I am authorized to apply for this Special Event Permit on behalf of the organization holding the event (if applicable), and (vi) that the information contained in this Application is true to the best of my knowledge. I understand that intentionally providing false or misleading information in this Application may lead to civil or criminal penalties.

INDEMNIFICATION: BY SIGNING BELOW I ACKNOWLEDGE THAT FOR GOOD AND VALUABLE CONSIDERATION, I, THE APPLICANT, ON BEHALF OF MYSELF AND THE SPONSOR/ORGANIZATION, IF APPLICABLE, AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE VILLAGE OF KIMBERLY AND ITS OFFICERS, OFFICIALS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, DAMAGE, EXPENSES AND COSTS, INCLUDING ATTORNEY FEES, ARISING OUT OF THE ACTIVITIES PERFORMED AS DESCRIBED HEREIN, CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF THE APPLICANT/ORGANIZATION, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE WHOSE ACTS ANY OF THEM MAY BE LIABLE, EXCEPT WHERE CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE VILLAGE.

I hereby certify that the foregoing facts concerning my Special Event are true to the best of my knowledge:

Jan Palunk                      2-24-26

Authorized Applicant Signature and Date

For Village Staff Use Only			
Date Application was received:	2/24/26	Liquor License Submitted?	Yes/No/Not Applicable
COI on file with appropriate level of coverage:	Yes/No	Permit Fee Payment received:	Resident: \$50 Non-Resident: \$100
Temporary Traffic Control Plan	Yes/No/Not Applicable	Parking Plan Submitted?	Yes/No/Not Applicable

Are locates required?	Yes/No <u>No</u>	Date of Locate Call In if needed:	<u>n/a</u>
Security Plan Submitted?	Yes/No/Not Applicable <u>Not Applicable</u>	Application Approval or Denial:	<u>A/D</u>
Signature of Permit Reviewer	<u>UHR</u>	Date Signed	<u>2/26/2026</u>

## Attachment B: Incident Response Planning Document

### Security Plan Details

Please identify a main point of contact covering the duration of your event. Events that span multiple dates or longer periods of time should identify multiple people and specify the spans of time in which they are considered the Coordinator. As a reminder, the coordinator should maintain absolute sobriety for their scheduled dates and times.

Event Board & Coordinator Contact Information			
First and Last name	Cell phone number	Date scheduled as Coordinator	Time(s)

Please provide the contracted service information for private security to include name, point of contact, and contact information: \_\_\_\_\_

Please attach a narrative outlining the event security plan, this document may be provided by the security company and should outline how many security personnel will be on site, when, where they will be located, and the objectives of their presence/services the company is providing.

Event personnel are defined as Volunteers and Staff. Please provide information on the identification of these key personnel. Please indicate the following identifiers:

1. Volunteer Shirt Color \_\_\_\_\_
2. Identifying features of shirt \_\_\_\_\_
3. Staff member coordinating the volunteers including name and phone number \_\_\_\_\_
4. Staff Shirt Color \_\_\_\_\_
5. Additional identifying information for event staff: \_\_\_\_\_

### Alcohol Sales

Please provide a description of event alcohol sales as well as a description or drawing of sale locations.

\_\_\_\_\_ n/a \_\_\_\_\_