



joe gimenez <1129jjg@gmail.com>

Public Information Request 2/7/2020

Mister Flunker <dfunker@gmail.com>

Fri, Feb 7, 2020 at 11:07 AM

To: joe gimenez <1129jjg@gmail.com>, Brownsandniners <brownsandniners@aol.com>, Dorothy Taylor <dtaylor27@me.com>, richard.t.schaefer@gmail.com, Patricia Gerino <pgerino@gmail.com>

All,






Per the Texas Public Information Act I am respectfully requesting the correspondence and requests submitted by Dana Martin on or about 12/2/2019 and 12/6/2019, all communication regarding this request and all information given to Ms. Martin.

Do you understand this request?

Thanks for the prompt response on the last PIA request.

Regards,

Mr Flunker

-  41 - Josie Fuller 10-21
-  42 - Patti Flunker 10-21
-  43 - Bruce Sorgen 11-11
-  44 - Dana Martin 12-2
-  45 - Dana Martin 12-6



joe gimenez <1129jjg@gmail.com>

Public Information Request

patti flunker <patriciaflunker@yahoo.com>

Mon, Feb 17, 2020 at 4:33 PM

To: Joe Gimenez <1129jjg@gmail.com>, George Burriss <watermgmt@yahoo.com>

This is a public information request for a copy of the TRWA rate study (in excel format) which was completed by James Smith for the rates that were approved at the February 2, 2020 WOWSC board meeting.

Patti Flunker



joe gimenez <1129jjg@gmail.com>

Public Information Act request

2 messages

Joe Gimenez <1129jjg@gmail.com>
To: Robert Wells <robertwells2@sbcglobal.net>

Fri, Mar 6, 2020 at 4:00 PM

Robert,

You had asked for the membership list of the water supply corporation. I've attached the spreadsheet you requested.

best wishes,
Joe

 **Membership Report 11082019.xls**
56K

Robert Wells <robertwells2@sbcglobal.net>
To: Joe Gimenez <1129jjg@gmail.com>

Fri, Mar 6, 2020 at 7:55 PM

Thanks Joe... I did send you a message and it bounced back and I never tried again. Was going to call you again and have been traveling. Thanks for your follow up.

Much appreciated.

Robert

Sent from my iPhone

> On Mar 6, 2020, at 4:01 PM, Joe Gimenez <1129jjg@gmail.com> wrote:

>

>

[Quoted text hidden]

> <Membership Report 11082019.xls>



joe gimenez <1129jjg@gmail.com>

PIA Request 4/14/2020

Mister Flunker <dflunker@gmail.com>

Tue, Apr 14, 2020 at 9:39 PM

To: joe gimenez <1129jjg@gmail.com>

Cc: Patricia Gerino <pgerino@gmail.com>, Brownsandniners
<brownsandniners@aol.com>, Dorothy Taylor <dtaylor27@me.com>,
richard.t.schaefer@gmail.com, Mike Gershon <mgershon@lglawfirm.com>

I am respectfully requesting any and all information pertaining to reimbursements of any expenses of any sort (eg. travel) by any WOWSC director for the years 2019 and 2020 for water supply corp business, etc. I would also like copies canceled checks.

Do you understand this request?

Warm regards,

Danny Flunker



joe gimenez <1129jjg@gmail.com>

PIA Request 4/14/2020

Mister Flunker <dfunker@gmail.com>

Mon, Apr 20, 2020 at 4:50 PM

To: joe gimenez <1129jjg@gmail.com>

Cc: Patricia Gerino <pgerino@gmail.com>, Brownsandniners
<brownsandniners@aol.com>, Dorothy Taylor <dtaylor27@me.com>,
richard.t.schaefer@gmail.com, Mike Gershon <mgershon@lglawfirm.com>

Mr Gimenez,

I received the documents but have questions. Why the disparity between the check for \$905 when your expense were 489?

I am requesting any and all information that goes along with that, whatever that may be.

Do you understand this request?

Regards,

Mr Flunker

[Quoted text hidden]



joe gimenez <1129jjg@gmail.com>

PIA Request 4/20/2020

Mister Flunker <dflunker@gmail.com>

Mon, Apr 20, 2020 at 6:40 PM

To: joe gimenez <1129jjg@gmail.com>

Cc: Brownsandniners <brownsandniners@aol.com>, richard.t.schaefer@gmail.com,
Dorothy Taylor <dtaylor27@me.com>, Patricia Gerino <pgerino@gmail.com>, Mike
Gershon <mgershon@lglawfirm.com>

I would like copies of all PIA requests from November 11- Dec. 10 2019.

Regards

Mr Flunker



joe gimenez <1129jjg@gmail.com>

PIA 4/24/2020

Mister Flunker <dflunker@gmail.com>

Fri, Apr 24, 2020 at 10:17 AM

To: joe gimenez <1129jjg@gmail.com>

Cc: Brownsandniners <brownsandniners@aol.com>, Dorothy Taylor <dtaylor27@me.com>, Patricia Gerino <pgerino@gmail.com>, richard.t.schaefer@gmail.com, Mike Gershon <mgershon@lglawfirm.com>

I am respectfully requesting all attorney fee bills paid by WOWSC for any and all deposition prep or training for past and current WOWSC directors. The time period is from March 2019 to current.

Do you understand this request?

Regards,

Mr Flunker



joe gimenez <1129jjg@gmail.com>

WOWSC

Josie Fuller <josiefuller1@gmail.com>

Mon, Apr 27, 2020 at 4:17 PM

To: pgenino@gmail.com, "Cc: Dorothy Taylor" <dtaylor27@me.com>, Brownsandniners <brownsandniners@aol.com>, Joe Gimenez <1129jjg@gmail.com>, Richard T Schaefer <schaefer@rts-services.com>

Good afternoon

I would like to request an updated copy of the WOWSC members name and email addresses. Thanks you

On Sat, Feb 15, 2020 at 7:56 AM Josie Fuller <josiefuller1@gmail.com> wrote:

[Quoted text hidden]



joe gimenez <1129jjg@gmail.com>

PIA Request 5/4/2020

Mister Flunker <dflunker@gmail.com>

Mon, May 4, 2020 at 4:33 PM

To: joe gimenez <1129jjg@gmail.com>

Cc: Patricia Gerino <pgerino@gmail.com>, Brownsandniners
<brownsandniners@aol.com>, Dorothy Taylor <dtaylor27@me.com>,
richard.t.schaefer@gmail.com

I am respectfully requesting all PIA requests for the months of August 2019 to April 2020. You can exclude the 12/6/19 from Dana Martin, the November 10th 2019 from Bruce Sorgen and the November 30th 2019 from Dana Martin.

Do you understand this request?

Regards,

Mr Flunker



joe gimenez <1129jjg@gmail.com>

PIA Page

4 messages

Joe Gimenez <1129jjg@gmail.com>
To: George Burriss <watermgmt@yahoo.com>

Thu, May 7, 2020 at 12:45 PM

George,
Here is the PIA page for requests.
<https://wowsc.org/public-information-act-requests>

Basically, customers can send requests to Place1@wowsc.org and I will take care of them.

Joe

George Burriss <watermgmt@yahoo.com>
To: "W.T. Womble" <wt@womco.com>
Cc: Joe Gimenez <1129jjg@gmail.com>

Thu, May 7, 2020 at 1:06 PM

Mr. Womble,

We appreciate your willingness to be involved in this discussion. The participation of the membership is exactly what is needed in order for everyone to become informed of the facts in this issue.

I asked our BOD President to provide you with access to our member list. He has sent this email with a link for you to enter a request in accordance with the open records regulation as a Public Information Request. I am happy to assist in providing clarity to our members, and to help in any way I can.

Thanks, George

[Quoted text hidden]

W.T. Womble <wt@womco.com>
To: George Burriss <watermgmt@yahoo.com>
Cc: Joe Gimenez <1129jjg@gmail.com>

Thu, May 7, 2020 at 5:11 PM

George: I'd be glad to request the information, but I can't get signed on to the link provided in order to access Place1@wowsc.org Every time I try it asks for yet another password. Frankly, it's frustrating. I have to go now, but I will try again.

It this works, I simply would like to make an Open Records request for the email address for each Windermere property owner My reason is to contact each member and request support in opposing the appeal of the WOWSC rate request.

Tom

W. T. Womble | 1940 Fountain View Dr., #450 | Houston, Texas 77057

713-882-7468 | Email: wt@womco.com | Beat cancer

[Quoted text hidden]

Joe Gimenez <1129jig@gmail.com>
To: "W.T. Womble" <wt@womco.com>
Cc: George Burriss <watermgmt@yahoo.com>

Thu, May 7, 2020 at 5:24 PM


Dear Mr. Womble,

With respect to your request, I've attached the responsive document.

Just so you know for the future, you do not need to indicate a reason as to why you are making a Public Information Request. We do our best to fulfill requests if the document requested exists (in other words, we do not create documents to fulfill requests). Also, all emails, texts, etc., involving WSC business are subject to PIA requests. If you have any questions or concerns, please feel free to contact me by email or phone, 713.478.8034.

Best regards,
Joe Gimenez
President and Public Information Officer
Windermere Oaks Water Supply Corporation

[Quoted text hidden]

 **Name-Address-Email List 5-4-2020.xls**
60K



joe gimenez <1129jjg@gmail.com>

PIA 5/20/2020

2 messages

Mister Flunker <dflunker@gmail.com>

Wed, May 20, 2020 at 7:50 AM

To: Brownsandniners <brownsandniners@aol.com>, Richard T Schaefer <schaefer@rts-services.com>, Dorothy Taylor <dtaylor27@me.com>, joe gimenez <1129jjg@gmail.com>, Patricia Gerino <pgerino@gmail.com>

BOD,

I am respectfully requesting the following information.

- 1) Recordings from the last two zoom meetings, MP4 works on a thumb drive. Let me know the cost if any.
- 2) There was a recent request pertaining to reimbursements, etc. by former board members. I want that request along with the responsive documents from the former directors as they were received by the board.
- 3) There was a request by WT Womble in May. I want that request and the responsive documents.
- 4) I am requesting any and all proof of the expenditure of \$15,000 that this board spent regarding the removal meeting of Joe Gimenez to include legal invoices.
- 5) I am requesting the agenda and minutes indicating a board vote and how each member voted. This is in regards to the expenditure of legal fees engaging the Texas AG and writing and executing the ten page legal brief regarding PIA request from 4/24/2020 (attached).
- 6) I am requesting any and all charts, graphs, etc. that were displayed in the WOWSC zoom meeting 5/19/2020.

Do you understand this request?

Regards,

Mr Flunker

2 attachments

 Gmail - Regarding your PIA Request dated 4_24_2020.pdf
165K

 WOWSC - 15 Day AG Brief - 4.24.20 Flunker Request.pdf
94K

Mister Flunker <dflunker@gmail.com>

Wed, May 20, 2020 at 8:49 AM

Attachment Staff 2-5
Page 80 of 113

To: Brownsandniners <brownsandniners@aol.com>, Richard T Schaefer <schaefer@rts-services.com>, Dorothy Taylor <dtaylor27@me.com>, joe gimenez <1129jjg@gmail.com>, Patricia Gerino <pgerino@gmail.com>

1) Recordings from the last two zoom meetings.

To be clear, I am not asking for anything to do with executive session, only the open meeting that the public had access to.

Thanks

[Quoted text hidden]



joe gimenez <1129jjg@gmail.com>

Public Records Request

1 message

patti flunker <patriciaflunker@yahoo.com>

Tue, May 19, 2020 at 5:02 PM

To: Joe Gimenez <1129jjg@gmail.com>, Joe Gimenez <president@wowsc.org>, Dorothy Taylor <dtaylor27@me.com>, George Burriss <watermgmt@yahoo.com>, "tbrewer@lglawfirm.com" <tbrewer@lglawfirm.com>

This is this a formal request to get a copy of the Resolution approved by the WOWSC Board of Directors at the March 20, 2018 board meeting and which were read aloud at the March 24, 2018 board meeting. This should not be difficult to locate as it was only two years ago and Dorothy Taylor, current board member was on the board at the time as the president who read the resolution aloud.

Patti Flunker



joe gimenez <1129jjg@gmail.com>

Public Information Request

patti flunker <patriciaflunker@yahoo.com>
To: Joe Gimenez <1129jjg@gmail.com>

Thu, Jun 4, 2020 at 11:49 PM

In my PI request you failed to return the wastewater rate analysis. Please provide this as soon as possible.

[Quoted text hidden]



joe gimenez <1129jjg@gmail.com>

PIA 6/8/2020

Mister Flunker <dfunker@gmail.com>

Mon, Jun 8, 2020 at 8:00 PM

To: joe gimenez <1129jjg@gmail.com>

Cc: Patricia Gerino <pgerino@gmail.com>, Brownsandniners
<brownsandniners@aol.com>, Dorothy Taylor <dtaylor27@me.com>, Richard T Schaefer
<schaefer@rts-services.com>

I am requesting the letter recently sent to WOWSC by Greg Wheeler.

I am requesting the recent letter sent in response to Greg Wheeler by WOWSC.

I am requesting the board vote to send out the correspondence and/or who drafted the correspondence, approved it and any related correspondence.

Do you understand this request?

Regards,

Mr Flunker



joe gimenez <1129jjg@gmail.com>

Re: Public Information Requestl dont

patti flunker <patriciaflunker@yahoo.com>

Tue, Jun 9, 2020 at 4:02 PM

To: Joe Gimenez <1129jjg@gmail.com>, "tbrewer@lglawfirm.com"

<tbrewer@lglawfirm.com>, George Burriss <watermgmt@yahoo.com>

This is my third request for the wastewater rate analysis/study that James Smith with Texas Rural Water Association prepared for the 2019/2020 Board of Directors and the Windermere Oaks Water Supply Corporation. If I do not receive my reply by the end of the week I will be filing a complaint with the Texas Attorney General Office.

You have been given a sufficient amount of time to produce these records which detail the TRWA wastewater rate analysis/study.

Patti Flunker

On Monday, June 8, 2020, 10:14:24 AM CDT, Joe Gimenez <1129jjg@gmail.com> wrote:

Ms. Flunker,
The responsive document is attached
Best regards,
Joe Gimenez

On Thu, Jun 4, 2020 at 11:49 PM patti flunker <patriciaflunker@yahoo.com> wrote:

In my PI request you failed to return the wastewater rate analysis. Please provide this as soon as possible.

On Tuesday, February 18, 2020, 8:53:21 AM CST, Joe Gimenez <1129jjg@gmail.com> wrote:

Ms. Flunker,
The responsive document is attached.
Joe

On Mon, Feb 17, 2020 at 4:33 PM patti flunker <patriciaflunker@yahoo.com> wrote:

This is a public information request for a copy of the TRWA rate study (in excel format) which was completed by James Smith for the rates that were approved at the February 2, 2020 WOWSC board meeting.

Patti Flunker

 **Windermere Oaks WSC 2019.xls**
68K



joe gimenez <1129jjg@gmail.com>

PIA 5/20/2020

Mister Flunker <dflunker@gmail.com>

Thu, Jun 11, 2020 at 11:12 AM

To: Joe Gimenez <1129jjg@gmail.com>

Cc: Troupe Brewer <tbrewer@lglawfirm.com>, Brownsandniners
<brownsandniners@aol.com>, Dorothy Taylor <dtaylor27@me.com>, Patricia Gerino
<pgerino@gmail.com>, Richard T Schaefer <schaefer@rts-services.com>

Mr Gimenez,

Please stop fencing with me. You know exactly what I am requesting and if not I hope this helps. On May 6th you sent an email requesting certain documents eg. various expense reimbursement requests, reports, trip logs, etc. etc. etc.

I am requesting copies of those answers as WOWSC received them from the directors and former directors that you requested the information from eg. Bill Billingsley, Bill Stein, Jeff Hagar, Mike Madden, Pat Mulligan, Bill Earnest and so on.

Warmest regards,

Mr Flunker

[Quoted text hidden]



joe gimenez <1129jjg@gmail.com>

PIA 6/17/2020

Mister Flunker <dflunker@gmail.com>

Wed, Jun 17, 2020 at 2:54 PM

To: joe gimenez <1129jjg@gmail.com>, Patricia Gerino <pgerino@gmail.com>, Brownsandniners <brownsandniners@aol.com>, Dorothy Taylor <dtaylor27@me.com>, Richard T Schaefer <schaefer@rts-services.com>, Mike Gershon <mgershon@lglawfirm.com>

BOD,

I am respectfully requesting the recording from the zoom meeting 6/16/2020 and the draft minutes.

Regards

Mr Flunker



joe gimenez <1129jjg@gmail.com>

Request for Financial Information

1 message

Michele Christenson <peacocksplumage@gmail.com> Fri, Jun 19, 2020 at 3:41 PM

To: 1129jjg@gmail.com, pgerino@gmail.com, brownsandniners@aol.com, schaefer@rts-services.com, dtaylor27@me.com, watermgmt@yahoo.com

This is an official public information request for records belonging to the Windermere Oaks Water Supply Corporation. I would like to get a copy of the 2019 financials. Please see below for my request.

2019 Balance Sheet ...a detailed one.

2019 Profit and Loss Budget Performance....a detailed one.

2019 Profit and Loss...detailed

2019 Budget

2019 Profit and Loss Budget v. Actual

These were all financials that were handed out at the annual water meetings in the past. Let me know if I need to pick up copies at the office or if you can send them to me.

Thank you

Michele Christenson



joe.gimenez <1129jjg@gmail.com>

PIA Request for Documents

patti flunker <patriciaflunker@yahoo.com>

Mon, Jun 29, 2020 at 1:39 PM

To: "brownsandniners@aol.com" <brownsandniners@aol.com>, Joe Gimenez

<1129jjg@gmail.com>, George Burriss <watermgmt@yahoo.com>

Please accept this as a formal request for;

1. Copy of completed 2019 Tax Returns.
2. Copy of the check for the 2019 and 2020 donation for \$2,000 to Central Texas Water Coalition.
3. Summary of legal fees based for each project/code, etc. for the following legal representation;

Open Records

Attorney General Litigation including Open Records Division
correspondence regarding attorney invoices for;

2019 - \$ billed

2020 - \$ billed

TOMA v. WOWSC Litigation - 2019 billing

Removal Petition/Meeting of Joe Gimenez - **all** related legal expenses
billed to this issue/project code

Total amount billed by Shidlofsky Law Firm for 2019 and 2020

General Counsel billing for 2019

WOWSC and SPA - Effluent Water contract and negotiations

Total amount billed to date by any and all law firms for representation for;

Current litigation between Ffrench, et al., v. Windermere Oaks WSC,
and current directors and former directors including advanced for benefit of
directors.

All legal billing to date for PUC rate case.

I am not requesting invoices. Your law firms should have this broken out already by code, project or however they do this so this should be an easy report for your law firms to run so as to obtain these amounts.

Thank you and let me know if you have questions related to my request.

Patti Flunker
WOWSC Member and Customer



joe gimenez <1129jjg@gmail.com>

Request for Financial information

Michele Christenson <peacocksplumage@gmail.com> Fri, Jul 3, 2020 at 5:54 PM

To: 1129jjg@gmail.com, pgerino@gmail.com, brownsandniners@aol.com, Richard T Schaefer <schaefer@rts-services.com>, dtaylor27@me.com

This is an official request for Financial Information.

(1) General Ledger for 2018/2019 run today and exported to excel if possible, please let me know charges and I will pay or I can make copies of documents at main office with my portable copier

(2)Copy Bank Reconciliations for 2019 please let me know charges and I will pay or I can make copies of documents at main office with my portable copier

Thank you,
Michele Christenson



joe.gimenez <1129jjg@gmail.com>

PIA Request for Documents

patti flunker <patriciaflunker@yahoo.com>

Tue, Jul 14, 2020 at 3:00 PM

To: Joe Gimenez <1129jjg@gmail.com>

Cc: "1129jjg@gmail.com" <1129jjg@gmail.com>, "brownsandniners@aol.com" <brownsandniners@aol.com>, "schaefer@rts-services.com" <schaefer@rts-services.com>, "dtaylor27@me.com" <dtaylor27@me.com>, "watermgmt@yahoo.com" <watermgmt@yahoo.com>, Patricia Gerino <pgerino@gmail.com>

Mr. Gimenez/Public Information Officer,

Thank you for the limited documents and I appreciate your or your attorney's reference to review page 18 of the PIA Handbook 2018, however you or your attorney overlooked footnote #65 at the bottom of page 18 to the Attorney General of Texas Open Records Decision No. 87.

To be more clear so you understand my request, I am asking you or your attorneys to provide me with what the Windermere Oaks Water Supply Corporation was billed for in attorney fees for the following legal representation within the respective years.

Legal Fees Billed for;

All and any Texas Attorney General Litigation for years 2019 and 2020 billed

TOMA v. WOWSC Litigation - 2019 billing

Legal Fees billed related to Removal Petition and Meeting of Joe Gimenez

Total amount billed by Shidlofsky Law Firm for 2019 and 2020

General Counsel billing for 2019/2020

WOWSC and SPA - Effluent Water contract and negotiations billing

2019/2020 legal billing for all law firm representation for;

- Current litigation between Ffrench, et al., v. Windermere Oaks WSC
- Current directors and former directors including advanced for benefit of directors.

All legal billing to date for PUC rate case.

Please let me know if you have any questions or what the expense are to obtain this information. Thank you

Patti Flunker

[Quoted text hidden]

8/18/2020

Gmail - PIA 6/17/2020

Attachment Staff 2-5
Page 93 of 113



joe.gimenez <1129jjg@gmail.com>

PIA 6/17/2020


Mister Flunker <dfunker@gmail.com>

Mon, Aug 17, 2020 at 4:08 PM

To: Joe Gimenez <1129jjg@gmail.com>

Cc: Brownsandniners <brownsandniners@aol.com>, Dorothy Taylor <dtaylor27@me.com>, Patricia Gerino <pgerino@gmail.com>, Richard T Schaefer <schaefer@rts-services.com>, Mike Gershon <mgershon@lglawfirm.com>

I am once again requesting the Zoom Meeting Recording 6/16/2020. This is the response I received when I tried to retrieve it.

Filename	Size
 WOWSC Board Meeting 6.16.2020 (video).mp4	107.15 MBytes File expired (why?)

[Quoted text hidden]



joe gimenez <1129jgg@gmail.com>

PIA Request 8/26/2020

Mister Flunker <dflunker@gmail.com>

Wed, Aug 26, 2020 at 10:57 AM

To: joe gimenez <1129jgg@gmail.com>, Richard T Schaefer <schaefer@rts-services.com>, Brownsandniners <brownsandniners@aol.com>, Dorothy Taylor <dtaylor27@me.com>, Patricia Gerino <pgerino@gmail.com>

BOD,

I am respectfully requesting the following.

- 1) Zoom Meeting Recording of 8-25-2020 meeting.
- 2) Draft minutes and or notes taken by the secretary regarding the 8/25/2020 meeting.
- 3) Any and all communications/correspondence regarding fencing/gating of WOWSC property to include but not limited to SAPA board communications/correspondence with WOWSC and communication/correspondence with SAPA attorneys.
- 4) All drawings, plats, maps, etc. used in the presentation at the 8-25-2020 meeting.

The terms "document" or "documents" are used in their broadest sense to include, by way of illustration and not limitation, all written or graphic matter of every kind and description

whether printed, produced or reproduced by any process whether visually, magnetically, mechanically, electronically or by hand, whether final or draft, original or reproduction, whether or not claimed to be privileged or otherwise excludable from discovery, and whether or not in your actual or constructive possession, custody, or control. The terms including writings, correspondence, memoranda, studies, reports, surveys, statistical compilations, notes, calendars, tapes, computer disks, electronic storage of any type, data on computer drives, e-mails, cards, records, contracts, agreements, invoices, licenses, diaries, journals, accounts, pamphlets, books, ledgers, publications, microfilm, microfiche and any other data compilations from which information can be obtained and translated, by you if necessary, into reasonably usable form. "Document" or "documents" shall also include every copy of a document where the copy contains any commentary or notation of any kind that does not appear on the original or any other copy.

Do you understand this request?

Regards



joe gimenez <1129jjg@gmail.com>

PIA Request 8/28/2020

Mister Flunker <dflunker@gmail.com>

Fri, Aug 28, 2020 at 8:13 AM

To: joe gimenez <1129jjg@gmail.com>

Cc: Dorothy Taylor <dtaylor27@me.com>, Brownsandniners <brownsandniners@aol.com>, Patricia Gerino <pgerino@gmail.com>, Richard T Schaefer <schaefer@rts-services.com>, Mike Gershon <mgershon@lglawfirm.com>, Troupe Brewer <tbrewer@lglawfirm.com>

I am respectfully requesting the following information.

- 1) Zoom recording of the 8/27/2020 WOWSC Meeting.
- 2) Draft minutes and/or notes etc. from the secretary for the 8/27/2020.
- 3) Copies of all graphs, charts, etc used in Newgens presentation.
- 4) A copy of all communications/correspondence with CoBank in the last four months.
- 5) A copy of the resolution read on 8/27/2020.

Do you understand this request?

Regards



joe gimenez <1129jjg@gmail.com>

PIA 9-1-2020

Mister Flunker <dflunker@gmail.com>

Tue, Sep 1, 2020 at 8:42 AM

To: joe gimenez <1129jjg@gmail.com>, Patricia Gerino <pgerino@gmail.com>, Brownsandniners <brownsandniners@aol.com>, Dorothy Taylor <dtaylor27@me.com>, Richard T Schaefer <schaefer@rts-services.com>, Mike Gershon <mgershon@lglawfirm.com>, Troupe Brewer <tbrewer@lglawfirm.com>, Jose de la Fuente <jdelafuente@lglawfirm.com>

All,

I am respectfully requesting-

ALL Attorney fee bills for the protective order regarding youtube videos to include any attempt at having your deposition videos removed from youtube prior to the decision to file a protective order..

ALL Attorney fee bills regarding SAPA (Pilots Association) request for fencing off Currin Van Emans property.

ALL Attorney fee bills regarding the Attorney General Lawsuit.


ALL Attorney fee bills regarding the PUC rate case

ALL canceled checks paid to any law firm or attorney by WOWSC since July of 2019

Do you understand this request?

I am attaching what attorney fee bills look like unredacted from Lloyd Gosselink more specifically Michael A. Gershon so you understand what I am wanting regarding attorney fee bills. Let me know if you want to see the cancelled checks written by Dick Dial, Bruce Sorgen and Bill Doffing for these services.

Regards

 2017_05_31_15_55_16 (2).pdf
323K



joe gimenez <1129jjg@gmail.com>

PIA 9-8-2020

Mister Flunker <dflunker@gmail.com>

Tue, Sep 8, 2020 at 4:46 PM

To: joe gimenez <1129jjg@gmail.com>, Patricia Gerino <pgerino@gmail.com>, Brownsandniners <brownsandniners@aol.com>, Dorothy Taylor <dtaylor27@me.com>, Richard T Schaefer <schaefer@rts-services.com>, Mike Gershon <mgershon@lglawfirm.com>, Troupe Brewer <tbrewer@lglawfirm.com>, Jose de la Fuente <jdelafuente@lglawfirm.com>

I am requesting copies of the last six monthly financial reports mentioned in the 8-27-2020 meeting. If six do not exist I will take the last five, four, three, two, if more exist I would like all of them.

Do you understand this request?

Regards



joe gimenez <1129jjg@gmail.com>

Regarding your 9/1/2020 PIA Request

Mister Flunker <dfunker@gmail.com>

Thu, Sep 17, 2020 at 4:22 PM

To: Troupe Brewer <tbrewer@lglawfirm.com>

Cc: Audrey Cooper <acooper@lglawfirm.com>, Joe Gimenez <1129jjg@gmail.com>

Sorry, cancelled checks from the time your firm was hired to June 2019.

[Quoted text hidden]



joe gimenez <1129jjg@gmail.com>

Regarding your 9/1/2020 PIA Request

Mister Flunker <dflunker@gmail.com>

Thu, Sep 17, 2020 at 4:21 PM

To: Troupe Brewer <tbrewer@lglawfirm.com>

Cc: Audrey Cooper <acooper@lglawfirm.com>, Joe Gimenez <1129jjg@gmail.com>

Thank You Mr Brewer.

Not to trouble y'all but, I would also like to get copies of the invoices from the time your firm was hired to June 2019.

Much appreciated.

Danny

[Quoted text hidden]



joe gimenez <1129jjg@gmail.com>

PIA 9/22/2020

1 message

Mister Flunker <dflunker@gmail.com>

Tue, Sep 22, 2020 at 8:12 PM

To: joe gimenez <1129jjg@gmail.com>, Brownsandniners <brownsandniners@aol.com>, Dorothy Taylor <dtaylor27@me.com>, Patricia Gerino <pgerino@gmail.com>, Richard T Schaefer <schaefer@rts-services.com>, Mike Gershon <mgershon@lglawfirm.com>, Troupe Brewer <tbrewer@lglawfirm.com>

Requesting Zoom recording meeting for 9/22/2020 meeting.

Regards



joe gimenez <1129jjg@gmail.com>

Request from USA Today

Ball, Andrea <aball@gatehousemedia.com>
To: 1129jjg@gmail.com

Mon, Oct 5, 2020 at 11:09 AM

Dear Mr. Gimenez -

My name is Andrea Ball and I am a reporter with USA Today. I am working on a story about water supply organizations across the country and - since I'm based in Austin - heard about what's happening with your WSC.

Under the PIA, I would like to request all of your 990s and 1099s since 2010.

I would also like to talk to you at your convenience, if you are willing. Thank you for your time and consideration.

Andrea Ball
Texas-based investigative reporter for USA Today Network
C: 512-285-0526

GANNETT

This message may contain confidential and/or privileged information. If you are not the intended recipient or authorized to receive this for the intended recipient, you must not use, copy, disclose or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by sending a reply e-mail and delete this message. Thank you for your cooperation.



joe gimenez <1129jjg@gmail.com>

PIA 10/13/2020

Mister Flunker <dflunker@gmail.com>

Tue, Oct 13, 2020 at 9:07 AM

To: joe gimenez <1129jjg@gmail.com>, Patricia Gerino <pgerino@gmail.com>, Brownsandniners <brownsandniners@aol.com>, Dorothy Taylor <dtaylor27@me.com>, Richard T Schaefer <schaefer@rts-services.com>

Requesting Zoom meeting recording for 10/12/2020 meeting.

Regards



joe gimenez <1129jjg@gmail.com>

PIA 10/16/2020

Mister Flunker <dfunker@gmail.com>

Fri, Oct 16, 2020 at 11:01 AM

To: joe gimenez <1129jjg@gmail.com>, Brownsandniners <brownsandniners@aol.com>

I am respectfully requesting to following:

Zoom recording for meeting 10/15/2020

Draft minutes and or any notes taken from 10/15/2020 meeting.

Copies of all correspondence with cobank in the last two months.

Copies of pictures, etc. for presentation of clarifier 10/15/2020 meeting.

Copies of all correspondence between board members and others regarding sale of WOWSC land for the last two months.

Copies of checks written to any and all law firms since 8/11/2020.

Note, not one of these requests requires attorneys review or involvement and this material should be readily available to the board.

Do you understand this request?

Regards

From: Mister Flunker <dflunker@gmail.com>
Sent: Monday, November 2, 2020 9:19 AM
To: Stefanie Albright <salbright@jglawfirm.com>; Mike Gershon <mgershon@jglawfirm.com>
Cc: Audrey Cooper <acooper@jglawfirm.com>; Brownsandniners <brownsandniners@aol.com>; Dorothy Taylor <dtaylor27@me.com>; Patricia Gerino <pgerino@gmail.com>; Richard T Schaefer <schaefer@rts-services.com>
Subject: Re: Windermere Oaks WSC PIA Correspondence

Dear Ms Albright,

It's good to see there are a few more attorneys that are taking Mr Gimenez marching orders without question in an attempt at concealing the inner workings of WOWSC. This action was done in yet another violation of the Texas Open Meetings Act while tossing more of the members' money down the Lloyd Gosselink bottomless money pit nearing \$500,000. It is simply astounding!

Since Mr Gimenez has appointed this firm as the unofficial PIO please consider this a new PIA request. This request does not replace nor negate the previous 10/16/2020 request purportedly in question.

I am respectfully requesting Copies of any and all correspondence between board members and others regarding the possible sale of WOWSC land in the airport for the last four (4) months excluding any attorney client communications.

Do you understand this request?

Warmest regards



joe gimenez <1129jjg@gmail.com>

Public Information Request

2 messages

Sandy Neilson <sneilz@me.com>

Sun, Nov 29, 2020 at 10:54 AM

To: place1@wowsc.org

Dear Joe Gimenez / WOWSC —

I understand the contact information for WOWSC ratepayers is public information. I would appreciate a file copy of contact information, including but not limited to: name, address, # of taps, email and phone # of all ratepayers.

Thank you.

Sincerely,

Sandy Neilson

Joe Gimenez <1129jjg@gmail.com>

Tue, Dec 1, 2020 at 3:55 PM

To: Sandy Neilson <sneilz@me.com>

Cc: place1@wowsc.org

Sandy,

Thank you for your inquiry.

I've attached the responsive document.

Best regards,

Joe

[Quoted text hidden]

 **Membership Contact List 11252020.xls**
66K



joe gimenez <1129jjg@gmail.com>

PIR Request

2 messages

Dana Martin <skybounddana@gmail.com>
To: Joe Gimenez <1129jjg@gmail.com>

Tue, Dec 1, 2020 at 10:53 AM

Dear Joe Gimenez,

I would like to make a Public Information request for the current membership contact information. Including phone numbers and emails if available.

Thank you for your time and your hard work for the WOWSC.

Dana J Martin.

Joe Gimenez <1129jjg@gmail.com>
To: Dana Martin <skybounddana@gmail.com>

Tue, Dec 1, 2020 at 3:56 PM

Dana
Thank you for your inquiry.
I've attached the responsive document.
Best regards,
Joe
[Quoted text hidden]

 **Membership Contact List 11252020.xls**
66K



joe gimenez <1129jjg@gmail.com>

PIA Request 12/12/2020

Mister Flunker <dflunker@gmail.com>

Sat, Dec 12, 2020 at 9:07 AM

To: joe gimenez <1129jjg@gmail.com>

Cc: Patricia Gerino <pgerino@gmail.com>, Brownsandniners
<brownsandniners@aol.com>, Dorothy Taylor <dtaylor27@me.com>, Richard T Schaefer
<schaefer@rts-services.com>, Mike Gershon <mgershon@lglawfirm.com>

I am respectfully requesting the following.

- 1) The current member list to include current addresses, email addresses and phone numbers.
- 2) Copies of any and all communication in year 2020 with WOWSC insurance company and/or attorney communication and/or TRWA regarding holding in person meetings.
- 3) Copy of draft minutes for the 10/12/2020 meeting.

Regards



joe gimenez <1129jjg@gmail.com>

Fwd: New Website Contact - Memebers

2 messages

WOWSC billing <windermerewater@gmail.com> Wed, Dec 16, 2020 at 11:21 AM
To: GEORGE BURRISS <watermgmt@yahoo.com>, "GIMENEZ, JOE" <1129jjg@gmail.com>, "M. Kay Norden" <mnorden@nordensalinascpa.com>, "NELSON, MICHAEL" <brownsandniners@aol.com>, PATRICIA GERINO <PatriciaG@aerophoto.com>, ROSELLA SALINAS <rsalinas@nordensalinascpa.com>, "SCHAEFER, RICH" <schaefer@rts-services.com>, "TAYLOR, DOROTHY" <DTaylor27@me.com>, TIM NORDEN <tnorden@nordensalinascpa.com>

Sorry, this was in my spam folder. Should I send to him or will one of you?

VR,
Lori

----- Forwarded message -----

From: **John W. Nigh** <no-reply@ruralwaterimpact.com>
Date: Mon, Dec 14, 2020 at 7:58 PM
Subject: New Website Contact - Memebers
To: <windermerewater@gmail.com>

You have received the following Customer Contact Submission Form from your website.

Date: Dec 14, 2020 7:58:42PM

Contact Name: John W. Nigh

Email: jwnigh@gmail.com

Phone:

Account Number: 648

Service Address: 404 Coventry Rd. Spicewood

Department: Customer Support, New Service or Billing

Subject: Memebers

Comments:

Gentlemen, Please provide me a copy of the current membership list with names and addresses. I realize a few will be held back and or redacted due to their privacy preferences. Thanks in advance, John

Sent from wowsc.org

Sender's IP address 24.173.233.2

--

Please see attached

Have a wonderful day! and Happy Holidays!

Sincerely,
Lori Lynn Cantrell
WOWSC Billing Department
(830)598-7511x1

Joe Gimenez <1129jgg@gmail.com> Wed, Dec 16, 2020 at 11:45 AM
To: WOWSC billing <windermerewater@gmail.com>
Cc: GEORGE BURRISS <watermgmt@yahoo.com>, "M. Kay Norden"
<mnorden@nordensalinascpa.com>, "NELSON, MICHAEL" <brownsandniners@aol.com>,
PATRICIA GERINO <PatriciaG@aerophoto.com>, ROSELLA SALINAS
<rsalinas@nordensalinascpa.com>, "SCHAEFER, RICH" <schaefer@rts-services.com>,
"TAYLOR, DOROTHY" <DTaylor27@me.com>, TIM NORDEN
<tnorden@nordensalinascpa.com>

Lori,
This should be considered a public information act request, which I will provide to the member.

Please send me the current list of customers and I will delete the members who have requested not to have their contact information released.

thank you for all you do!

best regards,
Joe

[Quoted text hidden]



joe gimenez <1129jjg@gmail.com>

PIA 12/16/2020

4 messages

Mister Flunker <dflunker@gmail.com> Wed, Dec 16, 2020 at 8:23 PM
To: joe gimenez <1129jjg@gmail.com>, Dorothy Taylor <dtaylor27@me.com>,
Brownsandniners <brownsandniners@aol.com>, Patricia Gerino <pgerino@gmail.com>,
Richard T Schaefer <schaefer@rts-services.com>, Mike Gershon
<mgershon@lglawfirm.com>

Requesting the following;

- 1) Zoom recording of 12/16/2020 meeting.
- 2) Newgens letter Mike Nelson spoke of at the 12/16/2020 meeting.
- 3) Budget used in the 12/16/20250 meeting including the entire spreadsheet-both tabs shown.
- 4) Copies of checks written to any and all law firms since 10/16/2020 to current.
- 5) Copies of all communication/correspondence between Dorothy Taylor or anyone else from WOWSC and TRWA regarding the 2021 annual meeting.
- 6) Copy of bylaws regarding annual meeting dates.
- 7) Copy of newgens report shown in the 12/16/2020 meeting.
- 8) Copy of all communication between WOWSC directors from 10/16/2020 to today's date.
- 9) Copy of communication between WOWSC board and any members sought out for the independent election auditor.

Regards

Mister Flunker <dflunker@gmail.com> Wed, Dec 16, 2020 at 9:26 PM
To: joe gimenez <1129jjg@gmail.com>, Dorothy Taylor <dtaylor27@me.com>,
Brownsandniners <brownsandniners@aol.com>, Patricia Gerino <pgerino@gmail.com>,
Richard T Schaefer <schaefer@rts-services.com>, Mike Gershon
<mgershon@lglawfirm.com>

Correction to #3 and additional requests

3) Budget used in the 12/16/2020 meeting including the entire spreadsheet-both tabs shown (one was shown to the members and one was not).

10) Copies of communication from members showing an interest in running for the 2021 WOWSC board.

11) Correspondence/communication from Mike Gershon renouncing his role as WOWSC general counsel.

Warmest Regards

[Quoted text hidden]

Mister Flunker <dfunker@gmail.com> Wed, Dec 16, 2020 at 9:39 PM
To: joe gimenez <1129jjg@gmail.com>, Dorothy Taylor <dtaylor27@me.com>, Brownsandniners <brownsandniners@aol.com>, Patricia Gerino <pgerino@gmail.com>, Richard T Schaefer <schaefer@rts-services.com>, Mike Gershon <mgershon@lglawfirm.com>

Correction on #10

10) Copies of communication to **members from WOWSC and/or from members to WOWSC** showing an interest in running for the 2021 WOWSC board.

[Quoted text hidden]

Joe Gimenez <1129jjg@gmail.com> Thu, Dec 17, 2020 at 9:22 AM
To: Audrey Cooper <acooper@lglawfirm.com>, Stefanie Albright <salbright@lglawfirm.com>
Cc: Dorothy Taylor <dtaylor27@me.com>, Jose de la Fuente <jdelafuente@lglawfirm.com>

Audrey, For scheduling purposes, see below the 10 PIA requests from Danny Flunker after Board meeting last night.

Stefanie, regarding number 8, should we interpret all to include communications between, say, Dorothy, I and you. There are many many communications between me and Mike Nelson and Joe de la Fuente, as well as many between Mike and I and Jamie Maudlin regarding the rate case. What do you recommend?

thanks,
Joe

[Quoted text hidden]



joe gimenez <1129jjg@gmail.com>

PIA Request 12/17/2020

1 message

Mister Flunker <dflunker@gmail.com>

Thu, Dec 17, 2020 at 8:17 PM

To: joe gimenez <1129jjg@gmail.com>, Patricia Gerino <pgerino@gmail.com>, Brownsandniners <brownsandniners@aol.com>, Dorothy Taylor <dtaylor27@me.com>, Richard T Schaefer <schaefer@rts-services.com>, Mike Gershon <mgershon@lglawfirm.com>

Respectfully requesting the zoom meeting recording for 12/17/2020.

Draft minutes and or notes for the 12/16/2020 meeting.

Also requesting Mike Nelson's three page essay on why the remaining land should be sold to pay the legal fees for director defendants and why the lis pendens doesn't make any sense.

Warmest regards

SOAH DOCKET NO. 473-20-4071.WS
PUC DOCKET NO. 50788

WOWSC'S RESPONSE TO STAFF'S SECOND RFI

Staff 2-1 Reference the \$169,000 in legal expenses included in the revenue requirement used to set the rates that are the subject of this appeal. For each legal proceeding in which a portion of these legal expenses were incurred, please provide:

- i. the cause number and case style;
- ii. the date the suit was filed;
- iii. the names of all parties to the suit;
- iv. a description of the case, including a brief summary of the facts giving rise to the legal issues in the case;
- v. the current procedural posture of the case;
- vi. the amount of the \$169,000 that was incurred in connection with the proceeding; and
- vii. the amount of the \$169,000 that was incurred to defend each past or current Windermere Board member who was sued individually, specifying the amount incurred by each Board member.

RESPONSE:

- i. (1) *TOMA Integrity v. WOWSC*, Cause No. 47531, in the 33rd District Court, Burnet County, Texas (hereinafter, "TOMA Lawsuit");
(2) *Double F Hanger Operations, LLC, Lawrence R. Ffrench, Jr., Patricia Flunker, and Mark A. McDonald v. Friendship Homes & Hangars, LLC, and Burnet County Commissioners Court*, Cause No. 48292, in the 33rd District Court, Burnet County, Texas (hereinafter, "Double F Hanger Lawsuit").
(3) *Windermere Oaks Water Supply Corporation v. The Honorable Ken Paxton, Attorney General of Texas*, Cause No. D-1-GN-19-006219, in the 201st District Court, Travis County, Texas ("Paxton Suit").
- ii. TOMA Lawsuit: March 30, 2018
Double F Hanger Lawsuit: July 9, 2018
Paxton Lawsuit: September 16, 2019
- iii. TOMA Lawsuit: Plaintiff TOMA Integrity, Inc.; Defendant Windermere Oaks Water Supply Corporation.
Double F Hanger Lawsuit: Original Plaintiffs Double F Hanger Operations, LLC, Lawrence R. Ffrench, Patricia Flunker, Mark A. McDonald; Intervenor Plaintiffs Rene Ffrench, John Richard Dial, and Stuart Bruce Sorgen; Original Defendants Friendship Homes & Hangars, LLC, Burnet County commissioners Court (The Honorable James Oakley, Burnet County Judge; The Honorable Jim Luther, Jr., Commissioner Precinct One; The Honorable Russel Graeter, Commissioner Precinct Two; The Honorable Billy Wall,

SOAH DOCKET NO. 473-20-4071.WS

PUC DOCKET NO. 50788

WOWSC'S RESPONSE TO STAFF'S SECOND RFI

Commissioner Precinct Three; The Honorable Joe Don Dockery, Commissioner Precinct Four); Added Defendants Windermere Oaks Water Supply Corporation, and its Directors William Earnest, Thomas Michael Madden, Dana Martin, Robert Mebane, Patrick Mulligan, Joe Gimenez, David Bertino, Mike Nelson, Dorothy Taylor, and Norman Morse.

Paxton Lawsuit: Plaintiff the Windermere Oaks Water Supply Corporation; Defendant the Honorable Ken Paxton, Attorney General of the State of Texas

- iv. TOMA Lawsuit: TOMA Integrity Inc. (TOMA) -whose board of directors consisted of Danny Flunker, John Richard Dial, Stuart Bruce Sorgen, and Lawrence Ffrench-sued Windermere Oaks Water Supply Corporation (WOWSC) for alleged violations of the Texas Open Meeting Act involving the sale of real estate by WOWSC (First Lawsuit). The plaintiffs lost this suit and were denied review by the Texas Supreme Court.

Double F Hanger Lawsuit: A second lawsuit involving the same sale of real estate by the WOWSC was filed July 9, 2018 by Double F Hanger Operations, LLC, Lawrence Ffrench, Patricia (Patti) Flunker, and Mark McDonald (Second Lawsuit). WOWSC and each of its individual directors were added as a defendant to the Second Lawsuit on or before May 14, 2019, and John Richard Dial, Stuart Bruce Sorgen and Lawrence Ffrench (Intervenor Plaintiffs) filed an Original Petition in Intervention in the Second Lawsuit seeking similar relief regarding the same transaction from the WOWSC. Later, the original plaintiffs filed a motion to remove themselves from the suit and the Intervenor Plaintiffs have effectively taken over as the plaintiff in this proceeding. On August 24, 2020, the Intervenor Plaintiffs filed their Third Amended Original Petition. Danny Flunker, as well as Mr. Dial, Mr. Sorgen, and Mr. Ffrench are all registered Directors of TOMA, connecting them to the First Lawsuit.

Paxton Lawsuit: On May 28, 2019, pursuant to the Public Information Act, Danny Flunker sent a Public Information Act (PIA) request to WOWSC for "copies of all legal invoices from 3/7/18 to today's date." On June 12, 2019 WOWSC filed its Original Petition for Declaratory Relief with the Attorney General of Texas (AG Lawsuit) to prevent the disclosure of the information - privileged information - that Danny Flunker sought in the PIA request. The AG agreed that WOWSC was entitled to most all of the relief sought in WOWSC's Petition for Declaratory Relief, and agreed that a majority of the time entries on the legal invoices was protected due to attorney-client and work product privilege. Danny Flunker intervened to oppose the AG's proposed settlement. There is currently a settlement agreement pending which would resolve this PIA appeal, but it has not been approved and the documents are still at issue because of Mr. Flunker's opposition.

- v. TOMA Lawsuit: Final, denied review by Texas Supreme Court.

Double F Hanger Lawsuit: Action pending before trial court. Discovery is ongoing with deadlines on dispositive motions approaching but likely to be extended due to complications related to the Covid-19 pandemic.

Paxton Lawsuit: Action is currently pending before trial court. Requestor has intervened and filed a motion for discovery. WOWSC and Office of the Attorney General have agreed

**SOAH DOCKET NO. 473-20-4071.WS
PUC DOCKET NO. 50788**

WOWSC'S RESPONSE TO STAFF'S SECOND RFI

- Staff 2-7** Where insurance claims for legal expenses were filed, please provide:
- i. a copy of the insurance policy;
 - ii. the clause under which coverage was claimed;
 - iii. the amount of coverage requested;
 - iv. the amount of coverage provided, and
 - v. for each instance where a claim was not fully covered, please provide documentation explaining the reason for partial coverage or denial of coverage.

RESPONSE:

- i. WOWSC has provided copies of all insurance policies in voluminous Attachment Staff 2-7(i), being provided in electronic file-format on CD.
- ii. Coverage A. Insuring Agreement—Liability for Monetary Damages; Coverage B. Insuring Agreement—Defense Expenses for Injunctive Relief. Please see Attachment Staff 2-7(ii).
- iii. Requesting full coverage, though there is not a specific amount yet as the claim is still being litigated.
- iv. None.
- v. WOWSC is currently challenging its denial of insurance coverage. Attachment Staff 2-7(ii) outlines each of the insurer's claimed exclusions, along with an explanation as to why these do not apply.

Prepared by: Joe Gimenez
Sponsored by: Joe Gimenez



PACKAGE POLICY





NOTICE TO POLICYHOLDER

Allied Public Risk, LLC, in conjunction with our carrier partner, Allied World Assurance Company (U.S.) Inc. or affiliate company, is committed to helping you prevent general liability and commercial auto liability losses and control insurance related costs. As your partner in risk control and accident reduction, the following services are available to you:

- Risk control education and safety training materials
- On-site evaluations to identify hazards and help you minimize claims
- Annual loss information regarding your business and auto policy

At your request, we will provide the following additional services:

- Research and evaluate your company's liability and commercial auto experience and make recommendations help you reduce losses
- Conduct on-site liability safety surveys to detect physical hazards and make recommendations to control those hazards
- Help you develop effective accident investigation procedures
- Review written safety programs and help you establish necessary written procedures

We use a tailored approach to meet your particular needs or situation. To find out more about our services please contact us at:

Allied Public Risk LLC
4507 North Front Street
Suite 200
Harrisburg, PA 17110
415-297-6478
sbryant@alliedpublicrisk.com



Allied World Specialty Insurance Company
 1690 New Britain Ave, Suite 101
 Farmington, CT 06032
 (860) 284-1300

Common Policy DECLARATIONS

WATERPLUS

POLICY NUMBER: 5105-0560-06	POLICY PERIOD: From 3/17/2019 to 3/17/2020
Replacement Number: N/A	at 12:01 a.m. Standard Time at the mailing address below

NAMED INSURED AND MAILING ADDRESS:	PROGRAM MANAGER NAME AND ADDRESS:
Windermere Oaks Water Supply Corporation 424 Coventry Road Spicewood, TX 78669	Allied Public Risk, LLC 4507 North Front Street, Suite 200 Harrisburg, PA 17110

BUSINESS DESCRIPTION: Special District

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS AND CONDITIONS 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. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
Property Coverage Form \$	7,778.00
Commercial Crime Coverage Form \$	288.00
Commercial General Liability Coverage Form \$	4,667.00
Public Officials and Management Liability Coverage Form \$	875.00
Terrorism \$	107.00
TOTAL PREMIUM: \$	13,715.00

FORMS APPLICABLE TO ALL COVERAGE PARTS SHOWN BELOW:

WA-IL 00002 00 (07/15), FORMS LOB 02 10, WA-IL 00003 00 (03/12), WA-IL 00004 42 (03/12), WA-IL 00005 00 (02/15), WA-IL 00006 00 (03/12), WA-IL 00007 00 (03/12), WA-IL 00008 00 (02/15), WA-IL 00010 00 (03/12), WA-IL 00010 00 (03/12), WA-IL 00010 00 (03/12), WA-IL 00024 42 (07/15), WA-PR 00002 00 (07/15), WA-PR 00003 00 (03/12), WA-PR 00005 00 (03/12), WA-PR 00008 00 (02/15), WA-PR 00016 00 (03/12), WA-PR 00017 00 (03/12), WA-PR 00029 42 (03/12), WA-CR 00002 00 (07/15), WA-CR 00003 00 (03/12), WA-CR 00004 00 (03/12), WA-GL 00002 00 (07/15), WA-GL 00003 00 (03-12), WA-GL 00005 42 (03/12), WA-GL 00006 00 (03/12), WA-GL 00013 00 (03/12), WA-GL 00014 00 (03/12), WA-GL 00022 00 (02/15), WA-GL 00041 42 (07/15), WA-GL 00051 00 (08/16), WA-PO 00004 00

WA-IL 00002 00 (07/15)

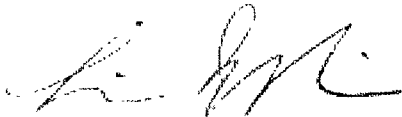
Page 1 of 2

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(07/15), WA-PO 00006 00 (03/12), WA-PO 00014 00 (03/12), WA-PO 00028 00 (08/16), WA-PO 00030 00 (08/16)

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM DECLARATIONS, COVERAGE FORMS, AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

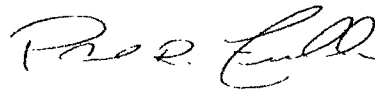
In Witness Whereof, the Insurer has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by a duly authorized representative of the Insurer.



President



Secretary



AUTHORIZED REPRESENTATIVE

Schedule of Forms

Named Insured: Windermere Oaks Water Supply Corporation

Policy No: 5105-0560-06

Allied World Specialty Insurance Company

Water Plus Package

Form Name	Form Number
Texas LC Letter	
COMMON POLICY DECLARATIONS	WA-IL 00002 00 (07/15)
SCHEDULE OF FORMS LOB	FORMS LOB 02 10
Common Policy Conditions	WA-IL 00003 00 (03/12)
TX Changes Canc and Nonrenew Casualty and Package	WA-IL 00004 42 (03/12)
Disclosure Pursuant To Terrorism Risk Insurance Act	WA-IL 00005 00 (02/15)
Nuclear Energy Liability Exclusion	WA-IL 00006 00 (03/12)
Anti-Stacking of Limits	WA-IL 00007 00 (03/12)
Terrorism	WA-IL 00008 00 (02/15)
General Change Endorsement 25k	WA-IL 00010 00 (03/12)
General Change Endorsement Flood AE	WA-IL 00010 00 (03/12)
General Change Endorsement - Clarify RC vs. ACV for Mobile Equipment	WA-IL 00010 00 (03/12)
TX IMPORTANT NOTICE	WA-IL 00024 42 (07/15)

Property

Form Name	Form Number
PROPERTY COVERAGE FORM SUPPLEMENTAL DECLARATIONS	WA-PR 00002 00 (07/15)
Property Coverage Form	WA-PR 00003 00 (03/12)
Loss Payable Provisions	WA-PR 00005 00 (03/12)
Cap on Losses from Certified Acts of Terrorism	WA-PR 00008 00 (02/15)
Flood Endt	WA-PR 00016 00 (03/12)
Earthquake Endt	WA-PR 00017 00 (03/12)
TX Changes	WA-PR 00029 42 (03/12)

Crime

Form Name	Form Number
COMMERCIAL CRIME COVERAGE FORM SUPPLEMENTAL DECLARATIONS	WA-CR 00002 00 (07/15)
Crime Coverage Form	WA-CR 00003 00 (03/12)
Faithful Performance	WA-CR 00004 00 (03/12)

General Liability

Form Name	Form Number
Commercial General Liability Coverage Form Supplemental Declarations	WA-GL 00002 00 (07/15)
General Liability Coverage Form	WA-GL 00003 00 (03-12)
TX Changes	WA-GL 00005 42 (03/12)
Blanket A I	WA-GL 00006 00 (03/12)
Fellow Employee Endorsement	WA-GL 00013 00 (03/12)
Per Location Aggregate Limit Endorsement	WA-GL 00014 00 (03/12)
Terrorism GL Cap on Losses from Cert Acts	WA-GL 00022 00 (02/15)
TEXAS DISCLOSURE FORM	WA-GL 00041 42 (07/15)
Exclusion – Access to or Disclosure of Confidential or Personal Information, Data-Related Liability and Internet	WA-GL 00051 00 (08/16)

Public Officials Management Liability

Form Name	Form Number
PUBLIC OFFICIALS AND MANAGEMENT LIABILITY WITH EMPLOYMENT PRACTICES AND EMPLOYEE BENEFITS COVERAGE FORM (CLAIMS-MADE) SUPPLEMENTAL DECLARATIONS	WA-PO 00004 00 (07/15)
Public Officials Claims Made Coverage Form	WA-PO 00006 00 (03/12)
Employment Practices Exclusion	WA-PO 00014 00 (03/12)
Privacy Liability and Network Risk Coverage	WA-PO 00028 00 (08/16)
Schedule of Services (PRIV)	WA-PO 00030 00 (08/16)

COMMON POLICY CONDITIONS

WATER PLUS

**THE FOLLOWING CONDITIONS ARE INCLUDED UNDER EACH COVERAGE FORM
WHICH IS PART OF THE POLICY, UNLESS OTHERWISE STATED.**

A. Cancellation

1. The first Named Insured may cancel this policy or any of its individual coverages at any time by sending us a written request or by returning the policy and stating when thereafter cancellation is to take effect.
2. We may cancel this policy or any of its individual coverages at any time by sending 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. 60 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 the 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. The earned premium will be computed on a pro rata basis. Any unearned premium will be returned as soon as practicable.
6. If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy can only be changed by a written endorsement that becomes part of this policy. The endorsement must be signed by one of our authorized representatives.

C. Compliance By Insureds

We have no duty to provide coverage under this policy unless you and any other involved insured have fully complied with all of the terms and conditions of the policy.

D. Compliance with Applicable Trade Sanctions

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.

E. Conformance

Any terms of this insurance which are in conflict with the applicable statutes of the State in which this policy is issued are amended to conform to such statutes.

F. 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 afterwards.

G. First Named Insured

The person or organization first named in the Declarations is primarily responsible for payment of all premiums. The first Named Insured will act on behalf of all other Named Insureds for the giving and receiving of notice of cancellation or non-renewal and the receiving of any return premiums that become payable under this policy.

H. Inspections and Surveys

We may:

1. make inspections and surveys at any time;
2. give you reports on the conditions we find; and
3. recommend changes.

Any inspections, surveys, reports or recommendations 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 health or safety of workers or the public. And we do not warrant that conditions:

1. are safe or healthful; or
2. comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations for us.

I. Titles of Paragraphs

The titles of the various paragraphs of this policy and endorsements, if any, attached to this policy are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provisions to which they relate.

J. Transfer of Rights and Duties

Your rights and duties under this insurance may not be transferred without our written consent. However, if you die, then your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative, or to anyone having temporary custody of your property until your legal representative has been appointed.

K. When We Do Not Renew

If we decide not to renew this policy, we will mail or deliver to the first Named Insured stated in the Declarations written notice of the non-renewal not less than 60 days before the expiration date. If notice of non-renewal is mailed, proof of mailing will be sufficient proof of notice.

L. Deductible Waiver

If a covered loss involves multiple policies, Coverage Forms or Coverages within a Coverage Form issued to you by us, only one deductible, the largest, will be applied. The deductible under the other policies or Coverage Forms will be waived.

TEXAS CHANGES – CANCELLATION AND NONRENEWAL PROVISIONS FOR CASUALTY LINES AND COMMERCIAL PACKAGE POLICIES

THIS ENDORSEMENT CHANGES THE POLICY.

PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES THE FOLLOWING FORM: COMMON POLICY CONDITIONS

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, stating the reason for cancellation, at least 10 days before the effective date of cancellation.

However if this policy covers a condominium association, and the condominium property contains at least one residence or the condominium declarations conform with the Texas Uniform Condominium Act, then the notice of cancellation, as described above, will be provided to the First Named Insured 30 days before the effective date of cancellation. We will also provide 30 days' written notice to each unit-owner to whom we issued a certificate or memorandum of insurance, by mailing or delivering the notice to each last mailing address known to us.

The permissible reasons for cancellation are as follows:

- a. If this policy has been in effect for 60 days or less, we may cancel for any reason except, that under the provisions of the Texas Insurance Code, we may not cancel this policy solely because the policyholder is an elected official.
- b. If this policy has been in effect for more than 60 days, or if it is a renewal or continuation of a policy issued by us, we may cancel only for one or more of the following reasons:
 - (1) Fraud in obtaining coverage;
 - (2) Failure to pay premiums when due;
 - (3) An increase in hazard within the control of the insured which would produce an increase in rate;
 - (4) Loss of our reinsurance covering all or part of the risk covered by the policy; or
 - (5) If we have been placed in supervision, conservatorship or receivership and the cancellation is approved or directed by the supervisor, conservator or receiver.

The following condition is added and supersedes any provision to the contrary:

NONRENEWAL

1. We may elect not to renew this policy except, that under the provisions of the Texas Insurance Code, we may not refuse to renew this policy solely because the policyholder is an elected official.
2. This Paragraph, 2., applies unless the policy qualifies under Paragraph 3. below.

If we elect not to renew this policy, we may do so by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the reason for nonrenewal, at least 60 days before the expiration date. If notice is mailed or delivered less than 60 days before the expiration date, this policy will remain in effect until the 61st day after the date on which the notice is mailed or delivered. Earned premium for any period of coverage that extends beyond the expiration date will be computed pro rata based on the previous year's premium.

3. If this policy covers a condominium association, and the condominium property contains at least one residence or the condominium declarations conform with the Texas Uniform Condominium Act, then we will mail or deliver written notice of nonrenewal, at least 30 days before the expiration or anniversary date of the policy, to:
 - a. The first Named Insured; and

- b.** Each unit-owner to whom we issued a certificate or memorandum of insurance.
We will mail or deliver such notice to each last mailing address known to us.
- 4.** If notice is mailed, proof of mailing will be sufficient proof of notice.
- 5.** The transfer of a policyholder between admitted companies within the same insurance group is not considered a refusal to renew.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

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.

SCHEDULE

Terrorism Premium (Certified Acts) \$\$107

This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(s):

Additional information, if any, concerning the terrorism premium:

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, as amended, (the "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, as defined in Section 102(1) of the 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 for losses caused by a Certified Act of Terrorism under a formula established by federal law. However, your policy may contain other exclusions that might affect coverage, such as an exclusion for nuclear events. Under the formula, the United States Government will generally reimburse 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019; and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible that must be met by the Company, and which deductible is based on a percentage of the Company's direct earned premiums for the year preceding the Certified Act of Terrorism. 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 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.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

NUCLEAR ENERGY LIABILITY EXCLUSION (BROAD FORM)

THIS ENDORSEMENT CHANGES THE POLICY.

PLEASE READ IT CAREFULLY.

The following Exclusion is added:

A. Nuclear Energy

The insurance does not apply:

1. Under any Liability Coverage, to "bodily injury", "property damage", "injury" or "liability":
 - a. 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
 - b. 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.
2. 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.
3. Under any Liability Coverage, to "bodily injury", "property damage", "injury" or "liability" resulting from "hazardous properties" of "nuclear material", if:
 - a. 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;
 - b. 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
 - c. 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.

As used in this endorsement:

1. "Hazardous properties" includes radioactive, toxic or explosive properties.
2. "Nuclear material" means "source material", "special nuclear material" or "by-product material".
3. "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.
4. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

5. **"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".
6. **"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.
7. **"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.
8. **"Property damage"** includes all forms of radioactive contamination of property.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

ANTI-STACKING OF LIMITS
THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.

If any claim and / or suit gives rise to coverage under this Coverage Form, and / or any other Coverage Form(s) or Policy(ies) issued by the company or any of its affiliates; the maximum limit of liability for all loss under this Coverage Form and / or the other Coverage Form(s) or Policy(ies) combined shall not exceed the largest single applicable limit of liability under any of the Coverage Form(s) or Policy(ies). The Limits of Liability under this Coverage Form shall be reduced, and may be exhausted, by payments under this Coverage Form and / or payments under the other Coverage Form(s) or Policy(ies).

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

TERRORISM

THIS ENDORSEMENT CHANGES THE POLICY.

PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

PROPERTY COVERAGE FORM

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Your policy contains coverage for certain losses caused by terrorism. We are required to notify you of the portion of the premium, if any, attributable to the coverage for terrorist acts certified under the Terrorism Risk Insurance Act, as amended (hereinafter "The Act"). The Act also requires us to provide disclosure of federal participation in payment of terrorism losses resulting from an "act of terrorism" as defined by **Section 102(1)** of the Act.

Section 102(1) of the Terrorism Risk Insurance Act defines the term "act of terrorism" as any act that is certified by the Secretary of the Treasury of the United States – in consultation with the Secretary of Homeland Security and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, 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. Please be advised that the actual coverage provided by your Policy for acts of terrorism, as is true for all coverages, is limited by terms, conditions, exclusions, limits, other provisions of your Policy, any endorsements to the Policy and generally applicable rules of law.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. UNDER THIS FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBUSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019; AND 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE THAT MUST BE MET BY THE COMPANY, AND WHICH DEDUCTIBLE IS BASED ON A PERCENTAGE OF THE COMPANY'S DIRECT EARNED PREMIUMS FOR THE YEAR PRECEDING THE CERTIFIED ACT OF TERRORISM. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

The Additional Premium for coverage for Terrorist Acts certified under the Act is Included

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

GENERAL CHANGE

THIS ENDORSEMENT CHANGES THE POLICY.

PLEASE READ IT CAREFULLY.

PREMIUM CHARGE: \$ N/A

COVERAGE PARTS AFFECTED: Property Coverage Form

DESCRIPTION OF CHANGE(S): Stipulating the deductible that applies to WA-PR 00017 00 (03-12), Earthquake Endorsement/Earth Movement Clarification per Proposal

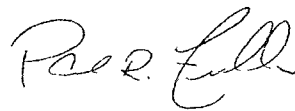
FORMS ADDED: N/A

FORMS DELETED: N/A

FORMS AMENDED: WA-PR 00002 00, Property Coverage Form Supplemental Declarations.

Earthquake Deductible = \$25,000 (per occurrence). Earth movement associated with non-seismic activity is hereby excluded.

Countersigned: 3/19/2019
Date

By: 
Authorized Representative

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

GENERAL CHANGE

THIS ENDORSEMENT CHANGES THE POLICY.

PLEASE READ IT CAREFULLY.

PREMIUM CHARGE: \$ Incl

COVERAGE PARTS AFFECTED: Property Coverage Form

DESCRIPTION OF CHANGE(S): Offer Limited Flood Coverage for Zone AE.

FORMS ADDED: N/A

FORMS DELETED: N/A

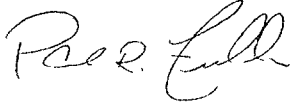
FORMS AMENDED: WA-PR 00002 00 (7/15), WA-PR 00016 00 (03/12).

The following flood limit(s)/deductible(s) applies to scheduled locations in Zone AE:

Flood Limit of Insurance – Each Occurrence:	\$1,000,000
Flood Limit of Insurance – Annual Aggregate:	\$1,000,000
*Flood Deductible \$:	\$25,000 (Per Occurrence)
*Flood Deductible %:	5% (Per Damaged Structure/Per Occurrence)

*The greater of the deductibles will be applied.

Countersigned: 3/19/2019
Date

By: 
Authorized Representative

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

GENERAL CHANGE

THIS ENDORSEMENT CHANGES THE POLICY.

PLEASE READ IT CAREFULLY.

PREMIUM CHARGE:

COVERAGE PARTS AFFECTED: Property Coverage Form

DESCRIPTION OF CHANGE(S): Clarifying RC vs. ACV for Mobile Equipment (Same Insured)

FORMS ADDED: N/A

FORMS DELETED: N/A

FORMS AMENDED: WA-PR 00003 00 (03-12) – Property Coverage Form.

Replacement Cost Valuation applies to Mobile Equipment when requested on ACORD or Mobile Equipment Statement of Values. Otherwise, valuation is Actual Cash Value.

Countersigned:

By:

Date

Authorized Representative

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact Timothy Curry, Deputy General Counsel, U.S. Insurance Operations at (860) 284-1366.

You may call Allied World Specialty Insurance Company's toll-free telephone number for information or to make a complaint at:

1-877-873-6374

You may also write to Allied World Specialty Insurance Company at:

Allied World Specialty Insurance Company
1690 New Britain Ave, Suite 101
Farmington, Connecticut 06032
Attn: Timothy Curry

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance
P.O. Box 149104
Austin, TX 78714-9104
FAX # (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con su Timothy Curry, Deputy General Counsel, U.S. Insurance Operations al (860) 284-1366.

Usted puede llamar al numero de telefono gratis de Allied World Specialty Insurance Company's para informacion o para someter una queja al:

1-877-873-6374

Usted tambien puede escribir a Allied World Specialty Insurance Company:

Allied World Specialty Insurance Company
1690 New Britain Ave, Suite 101
Farmington, Connecticut 06032
Attn: Timothy Curry

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas
P.O. Box 149104
Austin, TX 78714-9104
FAX # (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI)

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



PROPERTY COVERAGE FORM SUPPLEMENTAL DECLARATIONS

NAMED INSURED: Windermere Oaks Water Supply Corporation	POLICY NUMBER: 5105-0560-06
	EFFECTIVE DATE: 3/17/2019

Real Property & Business Personal Property Blanket Limit	\$ 2,260,000
Coverage Extension Blanket Limit	\$ 750,000
Mobile Equipment Limit (Scheduled – Per SOV on File with Company)	\$ 90,000
Mobile Equipment Limit (Unscheduled - \$10,000 Max Item)	\$ 50,000
Mobile Equipment Limit (Borrowed, Rented & Leased)	\$ 100,000
Policy Deductible	\$ 1,000
Mobile Equipment Deductible	500
Equipment Breakdown Deductible	\$ 1,000
(above ground and less than 50 feet below ground)	
Equipment Breakdown Deductible	\$ 2,500
(greater than 50 feet below ground)	

DESCRIPTION OF PREMISES AND COVERAGES PROVIDED: THE REAL PROPERTY & BUSINESS PERSONAL PROPERTY BLANKET LIMIT ABOVE ONLY APPLIES AT THE DESCRIBED PREMISES FOR WHICH AN ENTRY IS MADE BELOW. THIS BLANKET LIMIT HAS BEEN ARRIVED AT BY A SCHEDULE ON FILE WITH THE COMPANY. SPECIAL CAUSES OF LOSS APPLIES.

Premise Number	Building Number	DESIGNATED PREMISES (Address, City, State, Zip Code)
		Per SOV on file with Company.

DESCRIPTION OF PREMISES AND COVERAGES PROVIDED:

Coverages included in the coverage extension blanket limit of insurance:

The following coverages are included and limited to the Coverage Extension Blanket Limit listed above:

- | | |
|------------------------------|-------------------------------------|
| ➤ "Business Income" | ➤ "Tenants Leasehold Interest Loss" |
| ➤ Extended "Business Income" | ➤ "Electronic Data" |
| ➤ "Extra Expense" | ➤ Preservation of Property |
| ➤ Civil Authority | ➤ "Commandeered Property" |

ADDITIONAL COVERAGES:

The following is only a summary of the Limits of Insurance and Additional Coverages provided by the Property Coverage Form attached to this policy. This is provided only for your reference and convenience. For the Limits of Insurance and the Additional Coverages provided by the Property Coverage Form, read the Provisions and the Coverage Forms.

Property Coverages**Limit of Insurance**

Property in Transit	\$ 100,000
Pollution Remediation Expenses (Specified Cause of Loss)	\$ 250,000
Limited Coverage for "Fungus", Wet Rot or Dry Rot	\$ 25,000
"SCADA" Upgrades	\$ 100,000
New Locations or Newly Constructed Property	\$ 1,000,000
Fire Department Service Charge	\$ 5,000
"Dependent Business Premises"	\$ 250,000
Property at Other Locations	\$ 250,000
Tools and Equipment Owned by Your Employees	\$ 5,000
"Personal Effects" and Property of Others	\$ 5,000
"Outdoor Property"	\$ 25,000
Trees, Shrubs, and Plants	\$ 25,000
Non-owned Detached Trailers	\$ 5,000
Accounts Receivable	\$ 500,000
"Valuable Papers and Records"	\$ 500,000
Fire Protection Devices	\$ 2,500
Cost of Inventory or Adjustment	\$ 5,000
Utility Services – Direct Damage	\$ 250,000
Utility Services – "Business Income" and "Extra Expense"	\$ 250,000
Unintentional Errors	\$ 100,000
Contract Penalties	\$ 100,000
Arson Reward	\$ 10,000
Indoor and Outdoor Signs	\$ 25,000
"Fine Arts"	\$ 25,000
Contamination	\$ 100,000
Business Personal Property at New Locations	\$ 1,000,000
Pollution Remediation Expense (Covered Cause of Loss)	\$ 100,000
Backup/Overflow of Water from Sewer, Drain, Sump	\$ 100,000
Patterns/Dies/Molds/Forms	\$ 2,500
Ordinance or Law Provision	25% of Scheduled Limit
Debris Removal	25% of Scheduled Limit

THE COVERAGES LISTED IN THE SUMMARY ABOVE ARE PROVIDED AS EXTENSIONS OR ADDITIONS TO YOUR INSURANCE PROGRAM. OUR PAYMENT FOR LOSS OR DAMAGE UNDER THESE EXTENSIONS AND ADDITIONS IS SUBJECT TO THE DEDUCTIBLE STATED ABOVE UNLESS OTHERWISE STATED IN THE PROPERTY COVERAGE FORM.

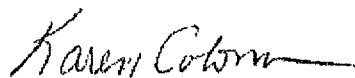
ENDORSEMENTS ATTACHED TO THIS POLICY:

WA-PR 00002 00 (07/15)
 WA-PR 00003 00 (03/12)
 WA-PR 00005 00 (03/12)
 WA-PR 00008 00 (02/15)
 WA-PR 00016 00 (03/12)
 WA-PR 00017 00 (03/12)
 WA-PR 00029 42 (03/12)

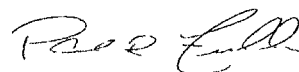
In Witness Whereof, the Insurer has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by a duly authorized representative of the Insurer.



President



Secretary



AUTHORIZED REPRESENTATIVE

PROPERTY COVERAGE FORM

PLEASE READ THIS COVERAGE FORM CAREFULLY.

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

Throughout this Coverage Form, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us", and "our" refer to the Company stated in the Declarations as providing this insurance.

Other words and phrases that appear in quotation marks have special meanings. Refer to **SECTION VIII – DEFINITIONS** and other provisions of this Coverage Form for such meanings.

SECTION I – COVERAGES

A. Property Covered

We will pay for direct physical loss of or damage to "real property" and "business personal property" caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Blanket Limit of Insurance for "real property" and "business personal property" described in the Declarations caused by or resulting from any Covered Cause of Loss.

The loss or damage to "real property" or "business personal property" must occur at, or within 1000 feet of, the premises shown in the Declarations, unless otherwise stated. This coverage applies only at those premises shown in the Declarations.

B. Property Not Covered

1. Accounts, bills, currency, food stamps or evidences of debt, "money", notes or "securities" (lottery tickets held for sale are not "securities");
2. Aircraft;
3. Animals;
4. Automobiles;
5. Bridges greater than 50 feet in length;
6. Canals, ditches, flumes or aqueducts;
7. Contraband or property in the course of illegal transportation or trade;
8. Cost of excavations, grading, backfilling or filling;
9. Cost to replace or restore the information on "valuable papers and records", including those which exist as "electronic data", except as provided for in the Coverage Extensions in **SECTION III** of this Coverage Form;
10. Dams, locks, levees, or reservoirs;
11. Electric utility power transmission and distribution lines, poles and related equipment;
12. "Electronic data", except as provided for in the Coverage Extensions in **SECTION III** of this Coverage Form;
13. Land (including land on which the property is located);
14. Lawns;
15. Foundations of buildings, structures, machinery or boilers if their foundations are below the lowest basement floor or the surface of the ground, if there is no basement;

16. 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;
17. Pump motors and engines exceeding 1000 horsepower capacity;
18. Retaining walls that are not part of a building except as provided for in the Additional Coverages in **SECTION III** of this Coverage Form;
19. Radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers while outside of buildings all except as provided for in the Additional Coverages in **SECTION III** of this Coverage Form;
20. Roadways;
21. Saltwater piers, docks, and wharves;
22. Trees, shrubs, and plants except as described in the Additional Coverages in **SECTION III** of this Coverage Form;
23. Underground flues, drains or well structures;
24. Underground piping located more than 1000 feet from premises described in the Declarations;
25. "Watercraft" greater than 50 feet in length;
26. Water

C. Covered Causes of Loss

1. When Special is shown in the Declarations, Covered Causes of Loss means risks of direct physical loss unless the loss is excluded or limited by this Coverage Form.
2. "Equipment Breakdown" is added as an additional Covered Cause of Loss for direct physical loss to covered property.

SECTION II – EXCLUSIONS AND LIMITATIONS

Unless otherwise stated, these Exclusions and Limitations apply to all coverages provided in this Coverage Form, including those listed in **SECTION III – COVERAGES SPECIFIC TO WATER RELATED ENTITIES, COVERAGE EXTENSIONS, AND ADDITIONAL COVERAGES**, and to **Endorsements attached to this Coverage Form**.

- A.** 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.

1. Earth Movement

- a. Earthquake, including any earth sinking, rising or shifting related to such event; and
- b. Landslide, including any earth sinking, rising or shifting related to such event;
- c. Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;
- d. 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 **A.1.a.** through **A.1.d.** above, results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

- e. 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".

2. 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 Form.

3. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contaminations, 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.

4. War and Military Action

- a. War, including undeclared or civil war;
- b. 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
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

5. Water

- a. Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
- b. Mudslide or mudflow;
- c. Water under the ground surface pressing on, or flowing or seeping through:
 - (1) Foundations, walls, ceilings, floors or paved surfaces;
 - (2) Basements, whether paved or not; or
 - (3) Doors, windows or other openings.

But if water, as described in **5.a.** through **5.c.** above, results in fire, explosion, sprinkler leakage, or "equipment breakdown", we will pay for the loss or damage caused by that fire, explosion, sprinkler leakage, or "equipment breakdown".

B. We will not pay for loss or damage caused by or resulting from any of the following:

- 1. Delay, loss of use or loss of market;
- 2. Smoke, vapor or gas from agricultural smudging or industrial operations;
- 3. Wear and tear;
- 4. Rust, corrosion, fungus, decay, deterioration, hidden or latent defect of any quality in property that causes it to damage or destroy itself;
- 5. Smog;
- 6. Settling, cracking, shrinking or expansion;
- 7. Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals;
- 8. The following causes of loss:

- 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 **B.1.** through **B.8.** above results from 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.

- 9. 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:
 - a. You do your best to maintain heat in the building or structure; or
 - b. You drain the equipment and shut off the supply if heat is not maintained.
- 10. 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.
- 11. Rain, snow, ice or sleet to "business personal property" in the open.
- 12. Collapse, except as provided for in Additional Coverages under **SECTION III** of this Coverage Form. But if collapse results from a Covered Cause of Loss at the described premises, we will pay for the loss or damage caused by that Covered Cause of Loss.
- 13. "Pollution Conditions", except as provided for in Coverages Specific to Water Related Entities under **SECTION III**. This exclusion does not apply to damage to glass caused by chemicals applied to the glass.
- 14. "Remediation Expenses", except as provided for in Coverages Specific to Water Related Entities under **SECTION III**.
- 15. Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.
- 16. Virus, bacterium or other microorganism 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 Form.
- 17. The presence, growth, proliferation, spread or any activity of "fungus" or wet rot or dry rot including loss, damage or "remediation expenses" resulting from any of these. But if "fungus", wet rot, or dry rot results 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:
 - a. When "fungus", wet rot or dry rot results from fire or lightning; or
 - b. To the extent coverage is provided for in Coverages Specific to Water Related Entities under **SECTION III**.
- C. We will not pay for loss or damage caused by or resulting from any of the following. But if loss or damage results from a Covered Cause of Loss, we will pay for the resulting loss or damage.
 - 1. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded above to produce the loss or damage.
 - 2. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
 - 3. Faulty, inadequate or defective:
 - a. Planning, zoning, development, surveying, siting;

- b. Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
- c. Materials used in repair, construction, renovation or remodeling; or
- d. Maintenance;

of part or all of any property on or off the described premises.

D. "Business Income" and "Extra Expense" Exclusions

We will not pay for:

- 1. 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" in accordance with the terms of the Coverage Extensions in **SECTION III** of this Coverage Form.
- 2. Any "extra expense" caused by or resulting from "suspension", lapse or cancellation of any license, lease or contract beyond the "period of restoration".
- 3. Any other consequential loss.

E. LIMITATIONS

- 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. 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.
 - b. Property that has been transferred to a person or place outside the described premises on the basis of unauthorized instructions.
 - c. Fragile articles such as statuary, marbles, chinaware and porcelains, if broken. This restriction does not apply to:
 - (1) Glass;
 - (2) Containers or property held for sale; or
 - (3) Photographic or scientific instrument lenses.
- 2. We will pay for loss or damage due to theft of the following types of property:
 - 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.
- 3. We will pay no more than **\$100,000** in any one occurrence for loss or damage caused directly or indirectly by water that backs up or overflows from a sewer, drain or sump.
- 4. We will pay no more than **\$100,000** in any one occurrence for loss or damage to "real property" or "business personal property" because of "contamination" as a result of a Covered Cause of Loss.

**SECTION III – COVERAGES SPECIFIC TO WATER RELATED ENTITIES, COVERAGE EXTENSIONS
AND ADDITIONAL COVERAGES**

A. COVERAGES SPECIFIC TO WATER RELATED ENTITIES

1. Property in Transit

- a. You may extend the insurance provided by this Coverage Form to apply to the direct physical loss or damage to “business personal property” while in transit more than 1000 feet from the described premises. The direct physical loss or damage must result from a Covered Cause of Loss.
- b. We will not pay for loss or damage:
 - (1) When you are acting as a carrier for hire;
 - (2) If you have purchased separate ocean marine insurance that covers any property in transit;
 - (3) To shipment by mail, unless registered;
 - (4) To electronic data processing property; or
 - (5) To “fine arts”.
- c. The most we will pay for direct loss or damage caused by this Coverage Specific to Water Related Entities is **\$100,000**.

2. “Mobile Equipment”

- a. We will pay for direct physical loss or damage to owned, borrowed, rented or leased “mobile equipment” while at any premises or in transit, caused by or resulting from a Covered Cause of Loss.
- b. In addition to the exclusions in this Coverage Form, the following exclusions apply to “mobile equipment”:
 - (1) Collapse or collision of booms or jibs
 - (2) Electrical breakdown
 - (3) Mechanical breakdown
 - (4) Weight load
- c. The following Exclusions under **SECTION II – EXCLUSIONS AND LIMITATIONS** do not apply to this Coverage Specific to Water Related Entities:
 - (1) **A.1. Earth Movement**
 - (2) **A.5. Water**
- d. The most we will pay for direct loss or damage caused by this Coverage Specific to Water Related Entities is the Limit of Insurance shown in the Declarations.

3. Pollution “Remediation Expenses”

- a. We will pay “remediation expenses” you incur as a result of the actual, alleged, or threatened presence of “pollution conditions” at a premise described in the Declarations, but only if the “pollution conditions” result from a Covered Cause of Loss occurring during the policy period. However, we will not pay for any expense related to the removal of “fungus”, wet rot, dry rot, virus, bacteria or asbestos.
 - (1) You must notify us within 180 days after the date of the Covered Cause of Loss.
 - (2) The most we will pay under paragraph a. of this extension in any policy period is **\$100,000**.
- b. We will pay “remediation expenses” you incur as a result of the actual, alleged, or threatened presence of “pollution conditions” at a premise described in the Declarations, but only if the

"pollution conditions" result from a "specified cause of loss" occurring during the policy period. However, we will not pay for any expense related to the removal of "fungus", wet rot, dry rot, virus, bacteria or asbestos.

- (1) You must notify us within 180 days after the date of the "specified cause of loss".
- (2) Subject to paragraph a. (2) the most we will pay under paragraph a. and paragraph b. of this extension in any policy period is **\$250,000**.

4. Limited Coverage for "Fungus", Wet Rot or Dry Rot

- a. The coverage described in 4.b. and 4.e. of this extension applies only when the "fungus", wet rot or dry rot is the result of one or more of the following causes that occurs 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:

- (1) A "specified cause of loss" other than fire or lightning; or
- (2) Flood, but only if the optional Flood Coverage endorsement is attached.

- b. We will pay for loss or damage by "fungus", wet rot or dry rot. As used in this extension, the term loss or damage means:

- (1) Direct physical loss or damage to covered "real property" or covered "business personal property" caused by "fungus", wet rot or dry rot including the cost of removal of the "fungus", wet rot or dry rot;
- (2) The cost to tear out and replace any part of the "real property" or other property as needed to gain access to the "fungus", wet rot or dry rot; and
- (3) The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is reason to believe that "fungus", wet rot or dry rot are present.

- c. The coverage described under 4.b. of this extension is limited to **\$25,000**. 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 (if the optional Flood Coverage endorsement is attached) 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 rot or dry rot, we will not pay more than a total of **\$25,000** even if the "fungus", wet rot or dry rot continues to be present or active, or recurs, in a later policy period.

- d. The coverage provided under this extension does not increase the applicable Blanket Limit of Insurance on any covered "real property" or covered "business personal property". If a particular occurrence results in loss or damage by "fungus", wet rot or dry rot, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Blanket Limit of Insurance on the affected covered "real property" or covered "business personal property".

If there is covered loss or damage to covered "real property" or covered "business personal property" not caused by "fungus", wet rot or dry rot, loss payment will not be limited by the terms of this extension, except to the extent that "fungus", wet rot or dry rot causes an increase in the loss. Any such increase in the loss will be subject to the terms of this extension.

- e. **"Business Income" or "Extra Expense":**

- (1) If the loss which resulted in "fungus", wet rot or dry rot does not in itself necessitate an interruption of "operations", but such interruption is necessary due to loss or damage to property caused by "fungus", wet rot or dry rot, then our payment under "business income" and / or "extra expense" is limited to the amount of "business income" and / or "extra expense" sustained in a period of not more than 30 days. The days need not be consecutive.

- (2) If a covered interruption of "operations" was caused by loss or damage other than "fungus", wet rot or dry rot but remediation of "fungus", wet rot or dry rot prolongs the "period of restoration", we will pay for "business income" and / or "extra 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.

5. "SCADA" Upgrades

We will determine the amount payable for the total of all costs attributable to "SCADA" Upgrades as follows:

- (1) Determine the amount otherwise payable for scheduled "SCADA" system due to direct physical loss from a Covered Cause of Loss, excluding any increased cost attributable to the coverage that would be provided under this extension.
- (2) Add the amount of the applicable deductible to the amount determined in Paragraph (1), and multiply the sum by the 25%;
- (3) We will pay the least of the following amounts for the total of all costs attributable to "SCADA" Upgrades:
 - (a) The actual cost of covered "SCADA" Upgrades as determined in accordance with all applicable provisions of this extension;
 - (b) The amount determined in Paragraph (2); or
 - (c) **\$100,000**

Covered "SCADA" upgrades under this extension include:

- (1) The cost to upgrade to wireless systems;
- (2) The cost to upgrade to ENERGY STAR certified systems;
- (3) The cost to replace undamaged telemetry units with units compatible with new control system.

The following costs are excluded under this extension:

- (1) Security cameras;
- (2) Replacement of undamaged sensors;
- (3) The cost to move permanently installed undamaged equipment;
- (4) Any property or cost covered elsewhere in this policy.

"SCADA" means the Supervisory Control And Data Acquisition system used in water and wastewater treatment and distribution to monitor leaks, waterflow, water analysis, and other measurable items necessary to maintain operations.

B. COVERAGE EXTENSIONS

1. "Business Income"

- a. 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 covered property at the described premises in the open (or in a vehicle) within 1000 feet, caused by or resulting from any Covered Cause of Loss.

If you are a tenant, your premises is the portion of the buildings which you rent, lease, or occupy, including all routes within the building to gain access to the described premises; and your covered property in the open (or in a vehicle) within 1000 feet.

- b. We will only pay for loss of "business income" that occurs within twelve (12) consecutive months after the date of direct physical loss or damage.

- c. We will pay "ordinary payroll expenses" for up to 60 days following the date of direct physical damage or loss.
- d. The most we will pay for loss under this Coverage Extension is the Coverage Extension Blanket Limit listed in the Declarations.

No Deductible applies to this Coverage Extension.

2. Extended "Business Income"

- a. If the necessary "suspension" of your "operations" produces a "business income" loss payable by this Coverage Form, we will also pay for the actual loss of "business income" you incur during the period that:
 - (1) begins on the date property except finished "stock" held in storage or for sale is actually repaired, rebuilt or replaced and "operations" are resumed; and
 - (2) ends the earlier of 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 three hundred sixty (360) consecutive days after the date determined in (1) above.
- b. 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 and resulting from any Covered Cause of Loss.
- c. The most we will pay for loss under this Coverage Extension is the Coverage Extension Blanket Limit listed in the Declarations.

No Deductible applies to this Coverage Extension.

3. "Extra Expense"

- a. We will pay necessary "extra expense" 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 at the described premises, including covered property in the open (or in a vehicle) within 1000 feet, caused by or resulting from a Covered Cause of Loss.
- b. We will only pay for "extra expense" that occurs within twelve (12) consecutive months after the date of direct physical loss or damage.
- c. The most we will pay for loss under this Coverage Extension is the Coverage Extension Blanket Limit listed in the Declarations.

No Deductible applies to this Coverage Extension.

4. Civil Authority

- a. We will pay for the necessary "extra expense" caused by action of civil authority that prohibits access to the described premises due to direct physical loss of or damage to property, other than at the described premises, caused by or resulting from any Covered Cause of Loss. The coverage for necessary "extra expense" will begin immediately after the time of that action and ends on the date access is returned or no later than 3 weeks after the denial of access.
- b. The most we will pay for loss under this Coverage Extension is the Coverage Extension Blanket Limit listed in the Declarations.

No Deductible applies to this Coverage Extension.

5. "Tenants Leasehold Interest Loss"

- a. If you are a tenant under lease at the described premises, we will pay for the "Tenants Leasehold Interest Loss" you sustain due to the cancellation of your lease. The cancellation must result from direct physical loss of or damage to property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss.
- b. The most we will pay for loss under this Coverage Extension is the Coverage Extension Blanket Limit listed in the Declarations.

6. "Electronic Data"

- a. Subject to the provisions of this Coverage Extension, 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.
- b. The Covered Causes of Loss applicable to your "business personal property" apply to this Coverage Extension, subject to the following:
 - (1) Coverage provided for this Coverage Extension, "Electronic Data", includes collapse.
 - (2) 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 is included as a Covered Cause of Loss, but only with respect to the coverage provided by this Coverage Extension. 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.
 - (3) The most we will pay for this Coverage Extension is the Coverage Extension Blanket Limit listed in the Declarations for loss or damage sustained in any one Coverage Period, 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 Coverage Period. With respect to an occurrence which begins in one Coverage Period and continues or results in additional loss or damage in a subsequent Coverage Period, all loss or damage is deemed to be sustained in the Coverage Period in which the occurrence began.

7. Preservation of Property

- a. 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 Covered Cause of Loss or damage to that property while it is being moved or while temporarily stored at another location but only if the loss or damage occurs within 90 days after the property is first moved.
- b. The most we will pay for loss or damage under this Coverage Extension is the Coverage Extension Blanket Limit listed in the Declarations.

8. "Commandeered Property"

- a. At your request, we will pay for direct physical loss or damage to "commandeered property" caused by or resulting from any Covered Cause of Loss. "Commandeered property" means property belonging to someone else that you commandeer, seize, borrow or take over for official use to manage an "emergency situation".
- b. Coverage for direct physical loss or damage to commandeered property applies only for the time you officially use the "commandeered property" to manage an emergency situation plus the reasonable time necessary to return the property. This extension will not apply to direct physical loss or damage occurring after the policy period.

- c. The most we will pay under this extension in any one occurrence is the least of "replacement cost" of the "commandeered property", plus loss of use covered by this extension, or the Coverage Extension Blanket Limit listed in the Declarations.

"Emergency situation" means an unexpected situation demanding an immediate official action by your entity during an emergency response.

C. ADDITIONAL COVERAGES

1. New Locations or Newly Constructed Property

We will pay for direct physical loss or damage caused by a Covered Cause of Loss to:

a. "Real Property"

- (1) Your new "real property" while being built on or off described premises and intended for use in your operations; and
- (2) "Real property" you acquire, lease or operate at locations other than the described premises, intended for:
 - (a) Similar use as the "real property" described in the Declarations
- (3) The most we will pay for direct physical loss or damage under this Additional Coverage is **\$1,000,000** at each premise.

b. "Business Personal Property"

- (1) Located at a new premise as defined in **C.1.a.** above.
- (2) The most we will pay for direct physical loss or damage under this Additional Coverage is **\$1,000,000** at each premise.

c. Insurance provided for under this Additional Coverage will end when any of the following first occurs:

- (1) This Coverage Form expires;
- (2) One-hundred and eighty (180) days expire after you acquire or begin construction at the new premise; or
- (3) You report the values to us.

d. We will charge you additional premium for values reported from the date you acquire the premises or begin construction.

2. Debris Removal

- a. We will pay your expense to remove debris of covered property caused by or resulting from a Covered Cause of Loss that occurs during the Coverage Period. The expenses will be paid only if they are reported to us in writing within one-hundred and eighty (180) days of the date of direct physical loss or damage.
- b. Debris Removal does not apply to costs to extract "pollutants" from land or water, or remove, restore or replace polluted land or water.
- c. Subject to the exceptions in Paragraph **d.** below, the following provisions apply:
 - (1) 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.
 - (2) Subject to **a.** above, the amount we will pay for debris removal expense is limited to twenty-five percent (**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.

- d. We will pay up to an additional **\$50,000** 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:

- (1) The total of the actual debris removal expenses 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.
- (2) The actual debris removal expense exceeds twenty five percent (**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 **d.(1)** and / or **d.(2)** apply 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 **\$50,000**.

3. 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 **\$5,000** for your liability for fire department service charges assumed by contract or agreement prior to the loss or required by local ordinance.

No Deductible applies to this Additional Coverage.

4. Collapse

The coverage provided under this provision applies only to an abrupt collapse as described and limited below:

- a. For the purpose of this Additional Coverage – **Collapse**, abrupt collapse means an abrupt falling down or caving in of “real property” or any part of “real property” with the result that the “real property” or part of the “real property” cannot be occupied for its intended purpose.
- b. We will pay for loss or damage caused by or resulting from direct physical loss caused by abrupt collapse of “real property” or any part of “real property” that is insured by this Coverage Form or that contains covered property insured by this Coverage Form, if such collapse is caused by one or more of the following:
 - (1) The “specified causes of loss” or breakage of building glass, all only as insured against in this Coverage Form;
 - (2) Hidden “real property” decay; except with respect to collapse of a well-housing caused by hidden decay.
 - (3) Hidden insect or vermin damage.
 - (4) Weight of people or “business personal property”;
 - (5) Weight of rain that collects on a roof;
 - (6) Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of construction, remodeling or renovation.
- c. We will not pay for loss of or damage to the following types of property otherwise covered in this Coverage Form, under items **4.b.(2)** through **4.b.(6)** unless the loss or damage is a direct result of the collapse of “real property”:
 - (1) Awnings;
 - (2) Gutters and down spouts;
 - (3) Yard fixtures;
 - (4) Outdoor swimming pools;
 - (5) Piers, wharves and docks;

- (6) Beach or diving platforms or appurtenances;
- (7) Retaining walls; and
- (8) Walks, roadways, and other paved surfaces.

- d. This Additional Coverage does not apply to settling, cracking, shrinkage, bulging or expansion.
- e. This Additional Coverage does not increase the Blanket Limit of Insurance applying to the damaged property.

5. "Water Damage", Other Liquids, Powder or Molten Material Damage

We will not pay for loss or damage caused by or resulting from 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:

- a. You do your best to maintain heat in the buildings or structure; or
- b. You drain the equipment and shut off the supply if heat is not maintained.

However, we will 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 water, liquid, or other substance escapes.

We will not cover the cost to repair the system or appliance that caused the damage, but we will pay the cost to repair or replace damage of extinguishing equipment if the damage:

- (1) results in discharge of any substance from an automatic fire protection system; or
- (2) is directly caused by freezing.

- c. This Additional Coverage does not increase the Blanket Limit of Insurance applying to the damaged property.

6. "Dependent Business Premises"

- a. We will pay for the actual "business income" loss you incur due to the actual impairment of your "operations"; and the "extra expense" you incur due to the actual or potential impairment of your "operations" during the "period of restoration".
- b. This actual or potential impairment of "operations" must be caused by or result from direct physical loss or damage from a Covered Cause of Loss to "real property" or "business personal property" of a "dependent business premises" at a "dependent business premises."
- c. The most we will pay for loss under this Additional Coverage is **\$250,000**.

7. Property at Other Locations

a. "Real Property"

- (1) Coverage provided applies to property included in the definition of "real property" in this Coverage Form while it is off premises to be cleaned, repaired, rebuilt or restored.
- (2) The most we will pay for loss or damage under this Additional Coverage is **\$250,000**.

b. "Business Personal Property"

- (1) Coverage provided applies to "business personal property" at any location you do not own, lease or operate, including but not limited to, while at exhibitions, fairs, trade shows, and conferences.
- (2) The most we will pay for direct physical damage or loss under this Additional Coverage is **\$250,000**.

8. Tools and Equipment Owned by Your Employees

- a. We will pay for direct physical loss or damage to tools and equipment owned by your employees or volunteers while at any premises or in transit, caused by or resulting from a Covered Cause of Loss provided the loss or damage occurs during the course of your "operations". If other insurance coverage is available to the owner of the tools and equipment, then this coverage will only apply to the deductible of such other coverage.
- b. The most we will pay for loss or damage under this Additional Coverage is **\$5,000**.
- c. No deductible will apply under this extension.

9. "Personal Effects" and Property of Others

- a. At your request, this insurance that applies to "business personal property" is extended to apply to:
 - (1) "Personal effects" owned by your officers, your partners, members, managers or employees; and
 - (2) Personal property of others in your care, custody or control,
- b. The most we will pay for loss or damage under this Additional Coverage is **\$5,000**.

10. "Outdoor Property"

- a. The insurance provided by this Coverage Form applies to your "outdoor property" that are outside covered "real property" when the loss is caused by or results from any of the following Covered Causes of Loss:
 - (1) Fire;
 - (2) Lightning;
 - (3) Explosion;
 - (4) Riot or civil commotion;
 - (5) Aircraft;
 - (6) Smoke;
 - (7) Vehicles;
 - (8) Vandalism or malicious mischief.
- b. The most we will pay for direct physical loss or damage under this Additional Coverage is **\$25,000**. This limit applies to any one occurrence, regardless of the types or number of items damaged in that occurrence.

11. Trees, Shrubs, and Plants

- a. The insurance provided by this Coverage Form applies to your trees, shrubs, and plants that are outside covered "real property" when the loss is caused by or results from any of the following:
 - (1) Fire;
 - (2) Lightning;
 - (3) Explosion;
 - (4) Riot or Civil Commotion;
 - (5) Aircraft;
 - (6) Smoke;
 - (7) Vehicles;
 - (8) Vandalism or Malicious Mischief.

- b. The most we will pay for direct physical loss or damage under this Additional Coverage is \$25,000, but not to exceed more than \$1,000 for any one tree, shrub or plant. These limits apply to any one occurrence, regardless of the types or number of items damaged in that occurrence.

12. Non-Owned Detached Trailers

- a. The insurance provided by this Coverage Form applies to loss or damage to trailers that you do not own, provided that:
 - (1) The trailer is used in your business;
 - (2) The trailer is in your care, custody or control at the premises described in the Declarations; and
 - (3) You have the contractual responsibility to pay for loss or damage to the trailer.
- b. We will not pay for any loss or damage that occurs:
 - (1) While the trailer is attached to any motor vehicle or motorized conveyance, whether or not the motor vehicle or motorized conveyance is in motion.
 - (2) During hitching or unhitching operations, or when a trailer becomes accidentally unhitched from a motor vehicle or motorized conveyance
- c. The most we will pay for direct physical loss or damage under this Additional Coverage is **\$5,000.**

13. Ordinance or Law Provision

- a. If a Covered Cause of Loss occurs to "real property" described in the Declarations we will pay:
 - (1) For loss or damage to the undamaged portion of such "real property" caused by enforcement of any ordinance or law that:
 - (a) Requires the demolition of parts of the same property not damaged by the Covered Cause of Loss;
 - (b) Regulates the construction or repair of "real property", or establishes zoning or land use requirements at the described premises; and
 - (c) Is in force at the time of the loss.

Coverage extended under (1) above shall not increase any Limits of Insurance provided by this Coverage Form for the "real property" damaged by a Covered Cause of Loss.
 - (2) The cost to demolish and clear the site of undamaged parts of the property caused by the enforcement of the building, zoning and land use law.
 - (3) The increased costs to repair, rebuild or construct the property caused by the enforcement of building, zoning or land use law. When the "real property" is repaired or rebuilt, it must be intended for similar occupancy as the current property, unless otherwise required by zoning or land use law.
- b. We will not pay for the increased construction costs until the property is actually repaired or replaced, at the same premises or elsewhere; and unless the repairs are made as soon as reasonably possible after the loss or damage, not to exceed two (2) years. We may extend this period in writing during the two (2) years.
- c. We will not pay under this provision for the costs associated with the enforcement of 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" unless the presence of the "pollutants" is due to "specified causes of loss" and the spill originated during our Coverage Period from a loss originating on the insured premises.

- d. The most we will pay in any one loss for the Additional Coverage in (2) and (3) above for demolition and/or increased cost of construction is twenty-five percent (25%) of the Limit of Insurance shown in the Statement of Values for the scheduled "real property". Coverage provided by this provision is additional insurance and is not part of the "real property" coverage Limit of Insurance shown in the Statement of Values.

14. Accounts Receivable

- a. The insurance provided by this Coverage Form applies to your records of accounts receivable, if:
 - (1) The records are at a described premises, at a safe place away from your described premises, or in or on a vehicle in transit between described premises; and
 - (2) The records are removed from described premises to protect them from the threat of a Covered Cause of Loss.
- b. The most we will pay for direct physical loss or damage under this Additional Coverage is **\$500,000**.
- c. The amount of your accounts receivable loss includes the following as long as they are the result of a Covered Cause of Loss:
 - (1) All amounts due from your customers, clients, tenants, or a funding source that you are unable to collect;
 - (2) Interest charges on any loan required to offset amounts you are unable to collect pending payment of these amounts;
 - (3) Collection expenses in excess of your normal collection expenses that are made necessary by the loss;
 - (4) Other reasonable expenses that you incur to establish your records of accounts receivable.

15. "Valuable Papers and Records"

- a. The insurance provided by this Coverage Form applies to direct physical loss or damage to "valuable papers and records" due to a Covered Cause of Loss if it is:
 - (1) Your property or property of others that is in your care, custody or control; or
 - (2) At a described premises, at a safe place away from your described premises, or in or on a vehicle in transit between described premises.
- b. The most we will pay for direct physical loss or damage under this Additional Coverage is **\$500,000**.

16. Fire Protection Devices

- a. You may extend the insurance provided under this Coverage Form to apply to the reasonable cost to recharge or refill any fire protection devices when they have been discharged as a result of a fire or explosion.
- b. The most we will pay for loss under this Additional Coverage is **\$2,500** for all such devices discharged in any one fire or explosion.
- c. No Deductible applies to this Additional Coverage.

17. Cost of Inventory or Adjustment

- a. You may extend the insurance provided under this Coverage Form to apply to the costs you incur to make an inventory or adjustment in order to prepare your proof of loss after a Covered Cause of Loss occurs.
- b. The most we will pay for loss under this Additional Coverage is **\$5,000** per occurrence.

18. Utility Services – Direct Damage

- a. We will pay for loss of or damage to “real property” and “business personal property” covered by this Coverage Form caused by an interruption in utility service to the described premises. The interruption in utility service must result from direct physical loss or damage by a Covered Cause of Loss to the property described in Paragraph **b.** below.
- b. Utility Services Property covered:
 - (1) Water Supply Services meaning pumping stations and water mains supplying water to the described premises;
 - (2) “Communication Supply Services” including communication transmission lines (not including overhead transmission lines), fiber optic transmission lines, coaxial cables and microwave radio relays (not including satellites).
 - (3) “Power Supply Services” including utility generating plants, switching stations, substations, transformers and transmission lines (not including overhead transmission lines).
- c. Coverage provided by this provision does not apply to loss or damage to “electronic data”, including destruction or corruption of “electronic data”.
- d. The most we will pay for direct physical loss or damage under this Additional Coverage is **\$250,000.**

19. Utility Services – “Business Income” and “Extra Expense”

- a. Your coverage for “business income” and / or “extra expense”, as provided by this Coverage Form applies to a “suspension” of “operations” at covered “real property” and “business personal property” caused by an interruption in utility service to covered premises. The interruption in utility service must result from direct physical loss or damage by a Covered Cause of Loss to the property described in Paragraph **b.** below.
- b. Utility Services Property covered.
 - (1) Water Supply Services meaning pumping stations and water mains supplying water to the described premises;
 - (2) “Communication Supply Services” including communication transmission lines (not including overhead transmission lines), fiber optic transmission lines, coaxial cables and microwave radio relays (not including satellites).
 - (3) “Power Supply Services” including utility generating plants, switching stations, substations, transformers and transmission lines (not including overhead transmission lines).
- c. Coverage provided by this provision does not apply to “business income” loss or “extra expense” related to interruption in utility service which causes loss or damage to “electronic data”, including destruction or corruption of “electronic data”.
- d. The most we will pay for loss or damage under this Additional Coverage is **\$250,000.**

We will only pay for loss you sustain after the first twelve (12) hours following the direct physical loss or damage to the property described above.

20. Contract Penalties

- a. The insurance provided by this Coverage Form applies to the contract penalties you are required to pay due to your failure to deliver your product according to contract terms solely as a result of direct physical loss or damage by a Covered Cause of Loss to Covered Property.
- b. The most we will pay for loss under this Additional Coverage is **\$100,000** per occurrence.

21. Arson Reward

- a. The insurance provided by this Coverage Form will provide a reward for information leading to the arrest and conviction of persons responsible for the crime of arson being committed against the insured.
- b. This Additional Coverage only applies when a covered fire is deemed suspicious or to be arson by the fire department, and only when the person responsible is convicted of the crime.
- c. The most we will pay for loss or damage under this Additional Coverage is **\$10,000**.

22. Indoor and Outdoor Signs

- a. The insurance provided by this Coverage Form applies to loss or damage to signs, inside or outside a covered building or structure.
- b. The most we will pay for direct physical loss or damage under this Additional Coverage is **\$25,000**.

23. "Fine Arts"

- a. You may extend the insurance provided under this Coverage Form to apply to "fine arts".
- b. The most we will pay for loss or damage in any one occurrence under this Additional Coverage is the Limit of Insurance listed in the Declarations under Additional Coverages. We will not pay more than **\$25,000** per item.
- c. The following exclusions are added in addition to those exclusions and limitations found in **SECTION II** of this Coverage Form, but only with respects to this Additional Coverage:
 - (1) Any repair, restoration, or retouching of the "fine arts";
 - (2) Dishonest or criminal acts by you, your employees, volunteers, agents, authorized representatives, directors, officers, or trustees, or by anyone else to whom you entrust the "fine arts" for any purpose (except a carrier or other bailee for hire);
 - (3) Delay, loss of use, loss of market, or any other consequential loss;
 - (4) Rust, corrosion, fungus, decay, deterioration, hidden or latent defects, or any quality in the "fine art" that causes it to damage or destroy itself;
 - (5) Voluntarily parting with any "fine art" and entrusting it to another, if induced to do so by any fraudulent scheme, trick, device, or false pretense;
 - (6) "Fine arts" on exhibition at any premises other than those listed in the "Schedule of Locations".
- d. The most we will pay for direct physical loss or damage under this Additional Coverage is **\$25,000** for any one item.

24. Unintentional Errors

- a. Any unintentional error or omission you make in determining or reporting values or in describing the covered property or covered location shall not void or impair coverage provided by this Coverage Form.
- b. You must, however, report such errors or omissions to us in writing as soon as you discover them.
- c. You also agree to pay such additional premiums as may be appropriate.
- d. This provision does not apply to loss or damage caused directly or indirectly by flood, earth movement or property which is otherwise insured.
- e. The most we will pay in any one occurrence is **\$100,000** regardless of the number of errors or omissions involved. This limit is in addition to the Limit of Insurance stated in the Declarations.

SECTION IV – LIMITS OF INSURANCE

- A. The most we will pay for direct physical loss to “Real Property” and “Business Personal Property” is the Blanket Limit of Insurance shown in the Declarations.
- B. The Coverage Extension Blanket Limit of Insurance shown in the Declarations is the most we will pay for all loss arising from.
 - 1. “Business Income”
 - 2. Extended “Business Income”;
 - 3. “Extra Expense”;
 - 4. Civil Authority;
 - 5. “Tenants Leasehold Interest”;
 - 6. “Electronic Data”;
 - 7. Preservation of Property; and / or
 - 8. “Commandeered Property”
- C. The most we will pay for direct physical loss to “**Mobile Equipment**” under coverage provided by **A.2. of SECTION III – COVERAGES SPECIFIC TO WATER RELATED ENTITIES, COVERAGE EXTENSIONS AND ADDITIONAL COVERAGES** of the Property Coverage Form, is the Limit of Insurance shown in the Declarations.
- D. The most we will pay for the **Additional Coverages** provided by the Property Coverage Form is the Limit of Insurance shown for each coverage specified in the **ADDITIONAL COVERAGES** Section of the Declarations.

SECTION V – DEDUCTIBLE

- A. We will not pay for loss or damage in any one occurrence until the amount of the loss exceeds the Deductible shown in the Declarations. We will then pay the amount of loss or damage in excess of the Deductible up to the applicable Limits of Insurance.
- B. No Deductible applies to the following Additional Coverages:
 - 1. Fire Department Service Charge;
 - 2. “Business Income”;
 - 3. Extended “Business Income”;
 - 4. “Extra Expense”;
 - 5. Civil Authority;
 - 6. Fire Protection Devices;
 - 7. Tools and Equipment Owned by Your Employees
- C. **Deductible Waiver**

If a loss covered under this Coverage Form also involves a loss under Business Auto coverage issued to you by us, only one deductible, the largest, will be applied.

The deductible under the other policies or Coverage Forms will be waived.

SECTION VI – LOSS CONDITIONS

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

A. Abandonment

There can be no abandonment of any property to us.

B. 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 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:

1. Pay its chosen appraiser, and
2. 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.

C. Duties in the Event of Loss or Damage

1. You must see that the following are done in the event of loss or damage to covered property:
 - a. Notify the police if a law may have been broken.
 - b. Give us prompt notice of the loss or damage. Include a description of the property involved.
 - c. As soon as possible, give us a description of how, when and where the loss or damage occurred.
 - d. 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.
 - e. At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.
 - f. 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.
 - g. Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within sixty (60) days after our request. We will supply you with the necessary forms.
 - h. Cooperate with us in the investigation or settlement of the claim.
2. 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

D. Loss Payment

1. In the event of loss or damage covered by this Coverage Form, at our option, we will either:
 - a. Pay the value of lost or damaged property;
 - b. Pay the cost of repairing or replacing the lost or damaged property;
 - c. Take all or any part of the property with other property at an agreed or appraised value; or

- d. Repair, rebuild or replace the property with other property of like kind and quality.
- 2. We will give notice of our intentions within thirty (30) days after we receive the sworn proof of loss.
- 3. We will not pay you more than your financial interest in the covered property.
- 4. 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 Coverage Form provisions including Limits of Insurance, the Valuation 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.

E. Valuation

- 1. We will pay the value of covered property in the event of loss or damage as follows:
 - a. At replacement cost (without deduction for depreciation) except as provided under **b.** through **g.** below.
 - (1) You may make a claim for loss or damage covered by this insurance on an actual cash value basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim on a replacement cost basis if you notify us of your intent to do so within one-hundred and eighty (180) days after the loss or damage.
 - (2) We will not pay on a replacement cost basis for any loss or damage.
 - (a) Until the lost or damaged property is actually repaired or replaced; and
 - (b) Unless the repairs or replacement are made within two (2) years after the loss or damage.
 - (3) We will not pay more for loss or damage on a replacement cost basis than the least of:
 - (a) The cost to replace, on the same premises, the lost or damaged property with other property:
 - (i) Of comparable material and quality; and
 - (ii) Used for the same purpose.
 - (b) The amount you actually spend that is necessary to repair or replace the lost or damaged property.
 - (c) The Limit of Insurance shown in the Declarations for such property.
 - b. "Actual Cash Value" for the following property:
 - (1) "Mobile Equipment" other than tools;
 - (2) Used or second-hand merchandise held in storage or for sale.
 - (3) Household contents, except personal property in apartments or rooms furnished by you as landlord.
 - c. Glass at the cost of replacement with safety glazing material if required by law.
 - d. Tenant's Improvements and Betterments at:
 - (1) Replacement cost if you make repairs within two (2) years after the loss or damage.

(2) A proportion of your original cost if you do not make repairs within two (2) years after the loss or damage. We will determine the proportionate value as follows:

- (a) Multiply the original cost by the number of days from the loss to the expiration of the lease; and
- (b) Divide the amount determined in (a) above by the number of days from the original 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.

e. "Valuable Papers and Records", including those which exist on electronic or magnetic media (other than prepackaged software programs), at the cost of:

- (1) Blank materials for reproducing the records; and
- (2) Labor to transcribe or copy the records.

f. Accounts Receivable:

(1) If you can not accurately establish the amount of accounts receivable outstanding as of the time of loss or damage, the following method will be used:

- (a) Determine the total of the average monthly amounts of accounts receivable for the twelve (12) months immediately preceding the month in which the loss or damage occurs; and
- (b) Adjust that total for any normal fluctuations in the amount of accounts receivable for the month in which the loss or damage occurred or for any demonstrated variance from the average for that month.

(2) 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 reestablish 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.

g. "Stock" you have sold but not delivered will be valued at no more than the selling price less discounts and expenses you otherwise would have had.

h. "Business Personal Property" of Others

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.

i. 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 you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

j. 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".

k. Vacancy

If the building where loss or damage occurs has been vacant for more than sixty (60) consecutive days before that loss or damage, we will:

- (1) Not pay for any loss or damage caused by:
 - (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.

A building is vacant when it does not contain enough "business personal property" to conduct customary "operations". Buildings under construction are not considered vacant.

l. "Fine Art"

The value will be the least of:

- (1) The market value of the "fine art";
- (2) The amount for which you are liable, if the "fine art" is the property of another;
- (3) The cost of reasonable restoration of the "fine art" to its condition immediately before the loss;
- (4) The cost of replacing the "fine art" with substantially identical "fine art"; or
- (5) The Limits of Insurance stated in **SECTION III, C.23.d.** of this Coverage Form.

F. Loss Payment

We will pay for covered loss or damage within thirty (30) days after we receive the sworn proof of loss, if:

1. You have complied with all of the terms of this Coverage Form; and
2. We have reached agreement with you on the amount of the loss or an appraisal award has been made.

G. Salvaged Property

"Stock" will only be salvaged and re-introduced into the market with permission of the Named Insured.

SECTION VII – PROPERTY GENERAL CONDITIONS

A. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you as it relates to this Coverage Form 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 Form;
2. The Covered Property;

3. Your interest in the Covered Property; or
4. A claim under this Coverage Form.

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 Form at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach or 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 Form unless:

1. There has been full compliance with all of the terms of this Coverage Form; 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 Form without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Form.

F. Mortgage Holders

1. The term mortgage holder includes trustee.
2. We will pay for covered loss of or damage to "real property" or structures to each mortgage holder shown in the Declarations in their order of precedence, as interests may appear.
3. The mortgage holder has the right to receive loss payment even if the mortgage holder has started foreclosure or similar action on the "buildings" or structure.
4. If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Form, the mortgage holder will still have the right to receive loss payment if the mortgage holder:
 - a. Pays any premium due under this Coverage Form at our request if you have failed to do so;
 - b. Submits a signed, sworn proof of loss within sixty (60) days after receiving notice from us of your failure to do so; and
 - c. Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgage holder.
 - d. All of the terms of this Coverage Form will then apply directly to the mortgage holder.
5. If we pay the mortgage holder 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 Form:
 - a. The mortgage holder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and
 - b. The mortgage holder's right to recover the full amount of the mortgage holder's claim will not be impaired.

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

6. If we cancel this coverage, we will give written notice to the mortgage holder at least:
 - a. Ten (10) days before the effective date of cancellation if we cancel for your nonpayment of premium; or
 - b. Thirty (30) days before the effective date of cancellation if we cancel for any other reason.
7. If we elect not to renew this coverage, we will give written notice to the mortgage holder at least ten (10) days before the expiration date of this Coverage Form.

G. No Benefit to Bailee

No person or organization, other than you, having custody of covered property will benefit from this insurance.

H. Other Insurance

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Form. 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 Form 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.

I. Coverage Period

Under this form, we cover loss or damage commencing:

1. During the Coverage Period shown in the Declarations; and
2. Within the "coverage territory" or, with respect to property in transit, while it is between points in the "coverage territory".

J. Transfer of Rights of Recovery Against Others to Us

If any person or organization to or for whom we make payment under this Coverage Section 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 a 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 the time of loss, that party is one of the following:
 - a. Someone insured by this insurance;
 - b. A business firm owned or controlled by you or that owns or controls you; or
 - c. Your tenant

SECTION VIII – DEFINITIONS

- A. "Actual Cash Value"** means the cost to repair or replace lost or damaged property at the time of loss or damage with material of like kind and quality, less allowance for each of the following:
1. Physical deterioration;
 2. Physical depreciation,
 3. Obsolescence; and

4. Depletion
- B. **"Business Income"** means the:
 1. Net Income (net Profit or Loss before income taxes) that would have been earned or incurred; and
 2. Continuing normal operating expenses incurred, including "ordinary payroll".
- C. **"Business Personal Property"** means:
 1. Property you own that is used in your business;
 2. Furniture and fixtures;
 3. Machinery and equipment;
 4. Computer equipment;
 5. Communication equipment;
 6. Labor materials or services furnished or arranged by you on personal property of others;
 7. "Stock";
 8. Your use interest as tenant in improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions made a part of the "real property" or structure you occupy but do not own or you acquired or made at your expense, but cannot legally remove.
 9. Leased personal property for which you have a contractual responsibility to insure, unless otherwise provided for under Personal Property of Others.
- D. **"Communication Supply Services"** means property supplying communication services, including telephone, radio, microwave or television services, to the described premises;
- E. **"Contamination"** means direct damage to "real property" and "business personal property" caused by contact or mixture with ammonia, chlorine, or any chemical used in the water and / or wastewater treatment process.
- F. **"Coverage Territory"** means The United States of America (including its territories and possessions), Puerto Rico, and Canada.
- G. **"Dependent Business Premises"** means premises operated by others on whom you depend to:
 1. Deliver materials or services to you or to others for your account;
 2. Accept your products or services;
 3. Manufacture products for delivery to your customers under contract of sale; or
 4. Attract customers to your business.

"Dependent Business Premises" does not mean premises operating by others on whom you depend to:

 5. Deliver utility services to you; or
 6. Accept utility services from you.
- H. **"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.

- I. **"Equipment Breakdown"** means direct damage to mechanical, electrical or pressure systems as follows:
1. Mechanical breakdown including rupture or bursting caused by centrifugal force;
 2. Artificially generated electrical current, including electrical arcing, that disturbs electrical devices, appliances or wires;
 3. Explosion of steam boilers, steam piping, steam engines or steam turbines owned or leased by you, or operated under your control;
 4. Loss or damage to steam boilers, steam pipes, steam engines or steam turbines; or
 5. Loss or damage to hot water boilers or other water heating equipment;
 6. If covered electrical equipment requires drying out as a result of a flood, we will pay for the direct expenses for such drying out.
 7. None of the following are covered objects as respects to "equipment breakdown":
 - a. Insulating or refractory material;
 - b. Buried vessel or piping;
 - c. Sewer piping, piping forming a part of a fire protection system or water piping other than:
 - (1) Feed water piping between any boiler and its feed pump or injector;
 - (2) Boiler condensate return piping; or
 - (3) Water piping forming a part of refrigerating and air conditioning vessels and piping used for cooling, humidifying or space heating purposes;
 - (i) Structure, foundation, cabinet or compartment containing the object;
 - (ii) Power shovel, dragline, excavator, vehicle, aircraft, floating vessel or structure, penstock, draft tube or well-casing;
 - (iii) Conveyor, crane, elevator, escalator or hoist, but not excluding any electrical machine or electrical apparatus mounted on or used with this equipment; and
 - (iv) Felt, wire, screen, die, extrusion, late, swing hammer, grinding disc, cutting blade, cable chain, belt, rope, clutch late, brake pad, non-metallic part or any part or tool subject to frequent, periodic replacement.
- J. **"Extra Expense"** means expense (other than the expenses to repair or replace property) which are incurred:
1. To avoid or minimize the "suspension" of business and continue "operations" at the described premises or at replacement premises or at temporary locations, including relocation expenses and costs to equip and operate the replacement or temporary locations,
 2. To minimize the "suspension" of business if you cannot continue "operations".
 3. To repair or replace any property; or to research, replace or restore the lost information on damaged "valuable papers and records" if such action will reduce any loss we would pay under this insurance.
- K. **"Fine Arts"** means paintings, rare books, manuscripts, pictures, prints, etchings, drawings, tapestries, bronzes, statuary potteries, porcelains, marble and other bona fide works of art; or items of rarity or historical value.
- L. **"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.
- M. **"Mobile Equipment"** means machinery or equipment, including accessories and spare parts for machinery or equipment, usual to your business. These items include, but are not limited to:

1. Forklifts;
 2. Tractors;
 3. Backhoes;
 4. Draglines;
 5. Excavators;
 6. ATVs;
 7. Tools; and
 8. Watercraft less than 50 feet in length
- N. **"Money"** means currency, coins, and banknotes in current use and having a face value, bullion, and travelers' checks, registered checks and money orders held for sale to the public.
- O. **"Operations"** means your business activities occurring at the described premises; and the tenantability of the described premises, if coverage for "business income" includes rents.
- P. **"Ordinary Payroll Expenses"** means payroll expenses for all of your employees except:
1. Officers;
 2. Executives;
 3. Department Managers; and
 4. Employees under contract
- "Ordinary Payroll expenses"** include:
5. Payroll;
 6. Employee Benefits, if directly related to payroll;
 7. FICA payments you pay;
 8. Union Dues you pay; and
 9. Workers Compensation premiums
- Q. **"Outdoor Property"** means fixed or permanent structures including but not limited to:
1. Historical markers or flagpoles;
 2. Sirens, antennas, towers, satellite dishes, or similar structures and their associated equipment or structures;
 3. Exterior signs not located at a premises;
 4. Fences or retaining walls;
 5. Storage sheds, garages, pavilions or other similar buildings or structures not located at a premises;
 6. Dumpsters, concrete trash containers, or permanent recycling bins;
 7. Hydrants; or
 8. Electric utility power transmission and distribution lines, poles and related equipment owned by the insured.
- R. **"Penstock"** means a conduit constructed of manmade materials built for the purpose of conveying water to a hydroturbine. "Penstock" does not include tunnels, canals, aqueducts or similar excavations, or the cost of these excavations, which are excavated from or consist of natural materials.
- S. **"Period of Restoration"** means the time period that:

1. Begins with the date of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the described premises; and
2. Ends on the date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality.

"Period of Restoration" includes any increased period required to repair or reconstruct the property to comply with the minimum standards of any ordinance or law, in force at the time of loss that regulates the construction or repair, or requires the tearing down of any property.

"Period of Restoration" does not include any increased period required due to the enforcement of any ordinance or law that 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 Coverage Form will not cut short the "period of restoration".

- T. "Personal effects"** means property that belongs to an individual and is devoted primarily to that individual's personal use; for example, clothing, eyeglasses, or individually owned portable equipment used in your "operations".

"Personal effects" does not include:

1. "Money" and "securities";
2. "Fine arts" or property that is rare or that has historic or artistic value, including antiques or rare articles;
3. Jewelry, (except watches);
4. Animals;
5. Aircraft or its parts, accessories and equipment;
6. "Watercraft"; or
7. Vehicles

- U. "Pollution Conditions"** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, minerals, chemical elements and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

- V. "Power Supply Services"** means property supplying electric, steam or gas to the described premises.

- W. "Real property"** means items at a described premises including:

1. Aboveground piping;
2. Aboveground and belowground "penstock";
3. Additions under construction;
4. All appurtenant buildings or structures including restrooms;
5. Alterations and repairs to the buildings or structures;
6. Buildings;
7. Completed additions;
8. Exterior signs, meaning neon, automatic, mechanical, electric or other signs either attached to the outside of a building or structure, or standing free in the open;
9. Fixtures, including outdoor fixtures;
10. Glass which is part of a building or structure;
11. Light standards;