



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/27/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> The Dowd Agencies, LLC 14 Bobala Road Holyoke MA 01040	<b>CONTACT NAME:</b> Suzanne R. Mlinarcik		
	<b>PHONE (A/C, No. Ext):</b> 413-437-1047	<b>FAX (A/C, No):</b> 413-437-1442	
	<b>E-MAIL ADDRESS:</b> smlinarcik@dowd.com		
	<b>PRODUCER CUSTOMER ID #:</b> VALLGRE-05		
<b>INSURED</b> Valley Green Inc. 642 South Summer St Holyoke MA 01040	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Middlesex Insurance Company		23434
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:** 163316810**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			A0130162004	9/1/2019	9/1/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			A0130162005	9/1/2019	9/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DEDUCTIBLE RETENTION \$			A0130162007	9/1/2019	9/1/2020	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	A0130162006	9/1/2019	9/1/2020	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Town of West Hartford, West Hartford Board of Education -- As per written contract the Town of West Hartford, West Hartford Board of Education, and their respective boards, commissions, officers, officials, employees, agents, representatives, and volunteers are listed Additional Insured on a primary and non-contributory basis for ongoing and completed operations. A Waiver of subrogation is included in favor of the additional insureds. \*30 Days Notice of Cancellation except for 20 Days on Automobile and 10 days on Workers Compensation for non-payment.

**CERTIFICATE HOLDER****CANCELLATION**

Capitol Regional Council of Governments  
241 Main Street, #4  
Hartford CT 06106

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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

## **ADDITIONAL INSURED - MASSACHUSETTS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
AUTO DEALERS COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

### **Changes In Covered Auto Liability Coverage:**

**Who Is An Insured** is changed to include the person or organization named in this endorsement, but only for "bodily injury" or "property damage" resulting from the acts or omissions of:

1. You, while using a covered "auto".
2. Any other person, while using a covered "auto" with your permission.

### **Additional Insured:**

Any person or organization you are required to add as an additional insured under a written contract or written agreement in effect prior to any loss or damage.  
642 S Summer St  
Holyoke, MA 01040-5954

### **Description Of Auto**

On file with Company

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

## **DESIGNATED INSURED - PRIMARY AND NONCONTRIBUTORY - COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated.

**Named Insured:**

**Endorsement Effective Date:**

### **SCHEDULE**

**Name Of Person(s) Or Organization(s):**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A.** Each person or organization shown in the Schedule is an "insured" for **Covered Autos Liability Coverage**, but only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in:

- (1) Paragraph **A.1.** of **Section II - Covered Autos Liability Coverage** in the Business Auto and Motor Carrier Coverage Forms; or
- (2) Paragraph **D.2.** of **Section I - Covered Autos Coverages** of the Auto Dealers Coverage Form.

### **B. Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other auto insurance issued to the person or organization in the schedule under your policy provided that:

- (1) The person or organization is a Named Insured under such other insurance; and
- (2) Prior to the "accident" you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the person or organization.

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

## **BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** Valley Green Inc

**Endorsement Effective Date:** 09/01/2019

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to a person(s) or an organization(s), but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a written contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## SPECIAL BROAD FORM GENERAL LIABILITY ENDORSEMENT

This endorsement modifies the insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### 1. Coverage D. Employee Benefits Liability

A. The following is added to **Section I - Coverages**

##### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as "damages" because of an "occurrence" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those "damages". However, we will have no duty to defend the insured against any "suit" seeking "damages" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for "damages" is limited as described in Paragraph B. of this coverage; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under **Coverage D.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies only to "damages" caused by an "occurrence" during the policy period. The "occurrence" must take place in the "coverage territory".
- c. "Damages" sustained by any one "employee", including "damages" sustained by such "employee's" dependents and beneficiaries, as a result of a series of related errors or omissions shall be considered one "occurrence".

#### 2. Exclusions

This insurance does not apply to:

- a. "Bodily injury" or mental injury to any person, "property damage" or "personal and advertising injury".
- b. Liability assumed by the insured under any contract or agreement.
- c. Any claim for:
  - (1) Failure of performance of a contract by any insurer or other fiduciary entrusted with monies intended to fund "employee benefits";
  - (2) Insufficiency of funds to meet any obligations under any "employee benefits";
  - (3) Inadequacy of performance of investments, errors in providing information on past performance of investment vehicles or advice given with respect to participation;
  - (4) Your failure to establish any "employee benefits" in compliance with the mandatory provisions of any law governing workers' compensation, unemployment insurance, social security or disability benefits or any similar state or federal law;
  - (5) Advice given to any person to participate or not to participate in any "employee benefits";
  - (6) Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law;
  - (7) "Damages" arising out of wrongful termination of employment, discrimination, or other employment-related practices.

d. Liability based on:

- (1) Medical malpractice of any physician or surgeon;
- (2) Dishonest, fraudulent, criminal or malicious acts or omissions committed by any insured;
- (3) The Employee Retirement Income Security Act of 1974 or any amendment thereof; or
- (4) Circumstances of which you were aware, or should have been aware, at the inception of this insurance.

3. The Supplementary Payments provisions are extended to **Coverage D**.

**B. Limit Of Insurance**

For this additional coverage, **Section III - Limits Of Insurance** is amended as follows:

1. Paragraph 2. is replaced by the following:
  2. The General Aggregate Limit is the most we will pay for the sum of:
    - a. Medical Expenses under **Coverage C**;
    - b. Damages under **Coverage A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
    - c. Damages under **Coverage B**; and
    - d. Damages under **Coverage D**.
2. Subject to the General Aggregate Limit described in Paragraph **B.1.** above, the Each Employee Limit is the most we will pay under **Coverage D**. for all "damages" sustained by any one "employee", including "damages" sustained by such "employee's" dependents and beneficiaries, because of any one "occurrence".

**C. Deductible**

1. Our obligation under **Coverage D**. to pay "damages" on behalf of the insured applies only to the amount of "damages" in excess of any Each Employee deductible amount shown in the Declarations.
2. The deductible amount applies to all "damages" sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of any one occurrence.
3. The terms of this insurance, including those with respect to:
  - a. Our right and duty to defend the insured against "suits" seeking those "damages"; and

b. Your duties in the event of an occurrence, claim or "suit"

apply regardless of the application of the deductible amount.

4. We may pay any part of all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you should promptly reimburse us for each part of the deductible amount as has been paid by us.

**D. Coverage D Definitions**

1. For **Coverage D**, only, the following definitions replace the corresponding definitions found in the Commercial General Liability Coverage Part:
  - a. "Employee" means a person actively employed or formerly employed by or on leave of absence, disabled or retired from the named insured. Employee does not include a "leased worker" or a "temporary worker".
  - b. "Occurrence" means an error or omission in the "administration" of "employee benefits".
  - c. "Suit" means a civil proceeding in which "damages" because of an "occurrence" to which **Coverage D**. applies are alleged. "Suit" includes:
    - (1) An arbitration proceeding in which such "damages" are claimed and to which the insured must submit or does submit with our consent; or
    - (2) Any other alternative dispute resolution proceeding in which damages are claimed and to which the insured submits with our consent.
2. The following definitions are added for **Coverage D** only:
  - a. "Administration" means:
    - (1) Providing information to employees, including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefits";
    - (2) Interpreting "employee benefits";
    - (3) Handling of records in connection with the "employee benefits"; or
    - (4) Effecting, continuing or terminating any employee's participation in any benefit included in "employee benefits"by you or a person or organization authorized by you to perform such acts. However, "administration" does not include handling payroll deductions.

**b. "Damage" means"**

- (1)** Those sums that the insured is legally obligated to pay as a result of negligent errors or omissions to which this insurance applies. For the purpose of this coverage, "damages" does not include punitive or exemplary damages, requests for restitution, requests for injunctive or declarative relief, including associated requests for costs or fees or any other costs, fees or penalties that are not insurable by law; or
- (2)** Other costs, fees or penalties required to be paid by order of enforcement of any federal, state, or local statutes to the extent they are insurable by law.

**c. "Employee benefits" means:**

- (1)** Insurance programs for:
  - (a)** Group Life;
  - (b)** Group accident and health;
  - (c)** Dental, vision and hearing plans;
  - (d)** Flexible spending accounts;
  - (e)** Workers' compensation;
  - (f)** Unemployment; and
  - (g)** Social security and disability benefits.
- (2)** Group Plans for:
  - (a)** Profit Sharing;
  - (b)** Pensions;
  - (c)** Employee stock subscription;
  - (d)** Employee savings plans; and
  - (e)** Employee stock ownership plans;
- (3)** Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and
- (4)** Other similar employee benefits, identified by separate endorsement.

The above plans must be provided by you and are applicable to you and your employees.

**2. Broadened Supplementary Payments**

Under **Section I - Coverages, Supplementary Payments - Coverages A And B:**

- a.** Paragraph **1.b.** is amended to pay up to \$3,000 for cost of bail bonds; and

- b.** Paragraph **1.d.** is amended to pay for loss of earnings up to \$750 a day because of time off from work.

**3. Fellow Employee Bodily Injury**

Paragraph **2.a.** of **Section II - Who Is An Insured** is replaced by the following:

**2.** Each of the following is also an insured:

- a.** Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

**(1)** "Personal and advertising injury":

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b)** To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of paragraph **(1)(a)** above; or
- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs **(1)(a)** or **(b)** above.

**(2)** "Bodily injury or "personal and advertising injury" arising out of his or her providing or failing to provide professional health care services.

But this does not apply to "bodily injury" arising out of nurses, emergency medical technicians or paramedics providing or failing to provide professional health care services.

**(3)** "Property damage" to property:

- (a)** Owned, occupied or used by;
- (b)** Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

#### **4. World Wide Coverage Territory**

- a. Under **Section V - Definitions**, Paragraph 4. is replaced by the following:

4. "Coverage territory" means anywhere in the world.

- b. The following is added to **Section IV - Conditions**:

##### **Expanded Coverage Territory**

- (1) If a "suit" to which this insurance applies is brought outside the United States of America (including its territories and possessions), Puerto Rico or Canada, we will have the right but not the duty to defend the insured against such "suit".

In any such case in which we elect not to defend, the insured will at our option and under our supervision:

- (a) Make or cause to be made such investigation and defense as are reasonably necessary; and  
(b) To the extent possible, effect such settlement or settlements as we shall deem proper.

We will reimburse the insured, under Supplementary Payments, for the reasonable cost of such investigation and defense and, within the limits of liability, for the amounts of such authorized settlement.

- (2) All payments or reimbursements we make for damages because of judgments or settlements will be made in U.S. currency at the prevailing exchange rate at the time the insured became legally obligated to pay such sums. All payments or reimbursements we make for expenses under Supplementary Payments will be made in U.S. currency at the prevailing exchange rate at the time the expenses were incurred.

- (3) Any disputes between you and us as to whether there is coverage under this policy must be filed in the courts of the United States of America (including its territories and possessions), Puerto Rico or Canada.

- c. The following is added to Paragraph 4.b. under the Conditions section:

##### **4. Other Insurance**

###### **b. Excess Insurance**

This insurance is excess over:

- (3) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) If the insured's liability to pay damages is determined in a "suit" brought outside the United States of America (including its territories and possessions), Puerto Rico or Canada; or

(b) That is coverage required by law, regulation or other governmental authority in a part of the "coverage territory" that is outside of the United States of America (including its territories and possessions), Puerto Rico or Canada.

#### **5. Engine Rebuilding And Overhaul Operations**

If this insurance applies to "property damage" included within the "products-completed operations hazard", the following exception is added to Exclusion 1. under Paragraph 2., **Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability**:

This exclusion does not apply if "property damage" arises from "engine rebuilding or overhaul operations" conducted by you or on your behalf.

"Engine rebuilding or overhaul operations" means repair of internal combustion engines or component parts of such engines owned by others if the repair involves the complete disassembly and reassembly of the engine or component part of the engine.

This insurance does not apply to "property damage" to engines or component parts of engines which are used in, or while in practice or preparation for, any prearranged racing, speed, demolition or stunting activity.

#### **6. Incidental Medical Malpractice**

- a. Under **Section V - Definitions**, the definition of "bodily injury" is amended to include injury arising out of the rendering or failure to render medical services to persons by any physician, dentist, nurse, emergency medical technician or paramedic who is employed by you to provide such services.

- b. This insurance does not apply:

- (1) If you are engaged in the business or occupation of providing medical services; or  
(2) To liability assumed in a contract or agreement.



## 7. Damage To Premises Rented To You

- a. The final paragraph under Paragraph 2., **Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions c., d., e. and g. through n. do not apply to damage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III - Limits Of Insurance**.

This insurance does not apply to "property damage" (other than damage by fire) to premises rented to you for a period of 7 or fewer consecutive days.

- b. Except for damage arising out of fire, explosion or water discharge, our obligation under this coverage to pay for premises "property damage" on your behalf applies only to the amount of damages in excess of a \$5,000 per claim deductible. The deductible applies to all damages sustained by any one person or organization because of premises "property damage".

The terms of this insurance, including those with respect to:

- (1) Our right and duty to defend the insured against any "suit" seeking damages to which this insurance applies; and
- (2) Your duties in the event of an "occurrence", claim or "suit"

Apply irrespective of the application of the deductible amount.

We may pay any part of or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

## 8. Extended Medical Payments

**Section I - Coverage C - Medical Payments** is extended to apply to medical expenses incurred and reported to us within three years of the date of the accident.

## 9. Extended Non-Owned Watercraft

Paragraph (2)(a) of Exclusion g. under Paragraph 2., **Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability** is amended, substituting 51 feet for 26 feet.

## 10. Medical Payments - Waiver Of Transfer Of Rights Of Recovery

Under **Section IV - Commercial General Liability Conditions**, Condition 8. **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

We waive the right of recovery we may have because of payments we make for "bodily injury" under **Section I - Coverage C - Medical Payments**.

## 11. Aircraft Chartered With A Crew

The following is added to exclusion g. under Paragraph 2. **Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability**:

This exclusion does not apply to an aircraft, not owned by any insured, chartered with a crew by or on behalf of the insured.

This insurance is excess over any other valid and collectible aircraft insurance available to the insured, whether such insurance is primary, excess, contingent or on any other basis.

## 12. Extended Property Damage

Exclusion a. under Paragraph 2., **Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

## 13. Hostile Fire - Pollution Clean Up

The following is added to Paragraph (2) of Exclusion f. under Paragraph 2., **Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability**:

Subparagraphs (2)(a) and (b) do not apply to loss, cost or expense arising out of heat, smoke or fumes from a "hostile fire" covered under Paragraph f.(1). above. A separate aggregate limit of \$25,000 is the most we will pay under this coverage for losses during the policy period.

The above provision does not apply if a Total Pollution Exclusion endorsement is part of this Coverage Part.

## 14. Newly Acquired Organizations

Paragraph 3.a. of **Section II - Who Is An Insured** is amended, substituting 180th day for 90th day.

## 15. Broad Knowledge Of Occurrence, Claim Or Suit

Under **Section IV - Commercial General Liability Conditions**, Condition 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** is amended by the addition of the following:

Knowledge of an "occurrence", offense, claim or "suit" by an agent or "employee" of any insured or receipt of any demand, notice, summons or other legal paper in connection with a claim or "suit" by any agent or "employee" of any insured shall not in itself constitute knowledge of the Named Insured or receipt of the Named Insured, unless a partner, member, manager, "executive officer" or director shall have such knowledge or shall have received such demand, notice, summons or legal paper.

#### **16. Sold Premises Property Damage**

Exclusion **j.(2)** under Paragraph **2.**, **Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability** does not apply.

#### **17. Unintentional Failure To Disclose Hazards**

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition **6. Representations**:

If in your representations to us you unintentionally failed to disclose all hazards and exposures subject to this insurance, we shall not deny all coverage under this policy because of such oversight.

#### **18. Stop Gap Liability**

The following exception is added to Exclusion **e.** under Paragraph **2.**, **Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability**:

This exclusion does not apply to "bodily injury" to an employee of the insured arising out of the course of:

- a.** Employment by the insured; or
- b.** Performing duties related to the conduct of the insured's business

provided such employee is reported and declared under the Workers Compensation Fund of the states of North Dakota, Ohio, Washington or Wyoming, whichever is applicable as respects such injured employee.

As used herein, employee includes a "leased worker" or "temporary worker".

The insurance provided by this coverage extension does not apply to:

- a.** "Bodily injury" to an employee while employed in violation of law with your actual knowledge or the knowledge of any of your "executive officers"; or
- b.** Damages arising out of the discharge of, coercion of, or discrimination against any employee in violation of law.

#### **19. Additional Insureds**

- a.** The following is added to **Section II - Who Is An Insured**.

The following are included as Additional Insureds when you have agreed to add the person or organization as an Additional Insured on your policy in a written contract, written agreement or because of a permit issued by a state or political subdivision; provided the injury or damage occurs subsequent to the execution of the contract or agreement or issuance of the permit.

##### **(1) Any Person or Organization you are Performing Work For**

Any person(s) or organization(s) not an insured under Paragraphs **2.** through **6.** below, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf; in the performance of your ongoing operations for the Additional Insured.

A person's or organization's status as an Additional Insured under this endorsement ends when your operations for that Additional Insured are completed.

##### **(2) Lessor of Leased Equipment**

Any person(s) or organization(s), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operations or use of equipment leased to you by such person(s) or organization(s).

With respect to the insurance afforded to these Additional Insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

##### **(3) Lessor of Leased Land**

Any person(s) or organization(s), but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you by that person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply to:

- (a)** Any "occurrence" which takes place after you cease to lease the land;
- (b)** Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) that are Additional Insureds under this provision.

#### **(4) Managers or Lessors of Premises**

Any person(s) or organization(s); but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you by that person(s) or organization(s); subject to the following additional exclusions:

This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) that are Additional Insureds under this provision.

#### **(5) Owners, Lessees or Contractors**

Any person(s) or organization(s), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- (a) Your acts or omissions; or
- (b) The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for the Additional Insured(s).

With respect to the insurance afforded to these Additional Insureds, the following additional exclusions apply:

This insurance does not apply to:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render any professional, architectural, engineering or surveying services, including:
  - (i) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (ii) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured if the "occurrence" which caused the "bodily injury" or "property damage" or the offence which caused the "personal and advertising injury" involved the rendering of or the failure to render any professional, architectural, engineering or surveying services.

- (b) "Bodily injury" or "property damage" occurring after:

- (i) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the Additional Insured(s) at the location of the covered operations has been completed; or
- (ii) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in the performing operations for a principal as a part of the same project.

#### **(6) State or Political Subdivisions - Permits Or Authorizations Related To Premises**

Any state or governmental agency or subdivision or political subdivision; but only with respect to the following hazards for which the state or governmental agency or subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
- (b) The construction, erection or removal of elevators; or
- (c) The ownership, maintenance or use of any elevators covered by this insurance.

However;

- (1) The insurance afforded to such Additional Insureds only applies to the extent permitted by law; and

- (2) The insurance afforded to such Additional Insured will not be broader than that which you are required by the contract or agreement to provide for such Additional Insureds.

A person or organization is an Additional Insured under this provision only for the period of time required by the contract or agreement.

However, no such person or organization is an insured under this Additional Insured coverage if included as an insured by an endorsement issued by us and made a part of this coverage part.

**b. The following is added to Section III - Limits of Insurance**

If you have agreed in a written contract or written agreement that another person or organization be added as an Additional Insured on your policy, the most we will pay on behalf of that Additional Insured is the lessor of:

1. The Limits of Insurance specified in the written contract or written agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations.

This amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in **Section III**.

**c. The following is added to Section IV - Commercial General Liability Conditions:**

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an Additional Insured, such Additional Insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the Additional Insured's own insurance.

**d. The following is added to Section IV - Commercial General Liability Conditions 4.b.(1) of Excess Insurance:**

- (c) Any other insurance available to an Additional Insured covered by this policy.

However, the following provisions apply to other insurance available to any person or organization who is an Additional Insured under this coverage part.

- (i) This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with that other insurance by the method described in Method of Sharing section below.

- (ii) If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the Additional Insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (i) and (ii) do not apply to other insurance to which the Additional Insured has been specifically named as an Additional Insured under a separate endorsement.

**20. Mental Anguish**

The definition of "bodily injury" under **Section V - Definitions** is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including "mental anguish" or death resulting from any of these at any time.

The following definition is added to **Section V - Definitions**:

"Mental anguish" means extreme pain or distress inflicted upon an individual's emotional and intellectual condition with regard to the individual's response to the environment.

**21. Non-Employment Related Discrimination**

The following is added to the definition of "personal and advertising injury" under **Section V - Definitions**:

Discrimination against or harassment of a person if:

- a. Coverage for such discrimination or harassment is permitted by law; and
- b. The discrimination or harassment is not permitted by or at the direction of:
  - (1) You;
  - (2) If you are an individual, your spouse;
  - (3) If you are a partnership, a partner or his or her spouse;
  - (4) If you are a joint venture, a member of the joint venture or his or her spouse;
  - (5) If you are a limited liability company, any of your members or managers; or
  - (6) If you are an organization other than a partnership, joint venture, or limited liability company, any of your "executive officers" directors or stockholders.

This insurance does not apply to “personal and advertising injury” arising out of any insured's failure to comply with any responsibilities or duties required by the Americans With Disabilities Act, any amendments or additions or any similar state or local law.

All other terms and provisions of this policy remain unchanged.

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

## **ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location And Description Of Completed Operations</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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

## **DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Designated Location(s):</b> All premises owned by or rented to the insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A**, and for all medical expenses caused by accidents under Section **I** - Coverage **C**, which can be attributed only to operations at a single designated "location" shown in the Schedule above:
- 1.** A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  - 2.** The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
    - a.** Insureds;
    - b.** Claims made or "suits" brought; or
    - c.** Persons or organizations making claims or bringing "suits".
  - 3.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
  - 4.** The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A**, and for all medical expenses caused by accidents under Section **I** - Coverage **C**, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Designated Location General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.
- D.** For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:
- "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- E.** The provisions of Section **III** - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.



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

## **PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Person Or Organization:

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

Name: Any person or organization from whom you are required to waive your right to recover under a written contract or agreement in effect prior to any loss or damage.

Address: 642 S Summer St Holyoke, MA 01040-5954

Description of Waiver: Blanket waiver and/or specified entity

JobID:

Name: Any person or organization from whom you are required to waive your right to recover under a written contract or agreement in effect prior to any loss or damage.

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Address: 642 S Summer St Holyoke, MA 01040-5954

Description of Waiver: Blanket waiver and/or specified entity

JobID:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective  
Insured

Policy No.

Endorsement No.  
Premium

Insurance Company

Countersigned by \_\_\_\_\_

**WC 00 03 13**

(Ed. 4-84)

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Middlesex Insurance Company

09/03/2019