

November 12, 2013

Attn: Massachusetts Public Records Request
Robert K. Downing, Chairman and/or Lorena Prokop, Selectmen's Assistant
Board of Selectmen
Town of Warren
PO Box 609
Warren, MA 01083-0609

RE: Official "PUBLIC RECORDS REQUEST"

To the "Keeper of Public Records":

This is a formal written request under the provisions of Massachusetts General Laws (MGL) Chapter 66; Section 10, it is requested you provide a copy of the following record(s) be released to my custody within ten (10) calendar days to comply with Massachusetts State law:

Location of Incident: Within the town limit jurisdiction of Warren, Massachusetts.

SEEKING THE FOLLOWING TOWN OF WARREN PUBLIC RECORDS:

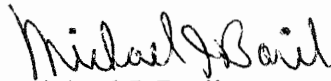
1. Seeking photocopies of the Town of Warren "Massachusetts Interlocal Insurance Association" (MIIA) insurance contract & policy, specifically for July 1, 2012 to July 1, 2013. See attached example of what your 3-ring binder looks like.

This completes my public records request for now. I recognize that you may charge reasonable costs for photocopies, etc. to comply with my request. The law states I must be provided with this information with ten (10) calendar days following the request for the Town of Warren to comply with MGL Chapter 66; Section 10(b) where is clearly stated.

Please provide the public record(s) to me and I will personally come and pick them up. You can call me toll-free at (877) 267-7291 [REDACTED]

I also certify the content in this document are true statements and correct to the best of my ability in stating the facts for this formal request.

Respectfully Submitted,



Michael J. Baril
P.O. Box 542
Warren, MA 01083-0542



Insurance Contracts
July 1, 2012 — July 1, 2013



insurance
employees
value
efficient
expertise
market leader
control costs
customer service
workers' compensation
members
forward thinking
quality
schools
benchmark
innovations
competitive
non-profit
honest
strategic thinking
miia rewards
strength
financial stability
wellness
security
family
town hall
choices
advisor
local focus
health insurance
responsive
fitness
local governance
dependable
listen
trustworthy
property and liability
massachusetts
flexibility

Partnership



INSURANCE CONTRACTS AND POLICIES FOR

Town of

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Workers' Compensation	9
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Police/Fire Accident	10
Other Insurance	11

Public Records Request

Results

from

Town of Warren



BOARD OF SELECTMEN
CHARLES E. SHEPARD MUNICIPAL BUILDING



Wed, 11/27/13

48 High St. • P.O. Box 609 • Warren, MA 01083-0609 • Tel. 413-436-5701 • Fax 413-436-9754

November 21, 2013

Michael J. Baril
P.O. 542
Warren, MA 01083-0542

Dear Mr. Baril:

I have received your November 12, 2013, public records request. Specifically, you ask for a copy of the Town of Warren "Massachusetts Interlocal Insurance Association" (MIAA) insurance contract and policy for July 1, 2012 to July 1, 2013. I am assuming you are requesting the policy for the fiscal year beginning on July 1, 2012 and ending on June 30, 2013. The Town's response is as follows:

The Town will provide a copy of the above-referenced insurance policy, subject to the applicable fees under the Public Records Access Regulations. It is expected that it will take 15 minutes to copy the policy, which is approximately 46 pages, for which a fee of \$.20 per page will be assessed for a total of \$ 9.20. The lowest paid employee capable of making such copies is paid an hourly rate of \$15.40.

Under the Public Records Access regulations, therefore, it is estimated that it will cost \$13.05 to provide you with a copy of this policy. 950 CMR 32.06(2).

It is therefore estimated that the cost to comply with your request for public records will be \$ 13.05, 950 CMR 32.06(2) (where it is estimated that the cost for complying with a public records request will exceed ten dollars, a custodian must provide the requester with a good-faith written estimate prior to complying with the request.) Accordingly, upon receipt of a check made out to the Town in the amount of \$13.05, I will direct that such work be performed.

Pursuant to 950 CMR 32.08, you may appeal this response to the Supervisor of Public Records, Office of the Secretary of the Commonwealth, One Ashburton Place, Boston, MA 02108, within 90 days.

Very truly yours,

Lorena Prokop
Administrative Assistant to the Board of Selectmen



BOARD OF SELECTMEN
CHARLES E. SHEPARD MUNICIPAL BUILDING

RECEIVED
Wed, 11/27/13

48 High St. • P.O. Box 609 • Warren, MA 01083-0609 • Tel. 413-436-5701 • Fax 413-436-9754

November 21, 2013

Michael J. Baril
P.O. 542
Warren, MA 01083-0542

COPY

12-16-13
Spoke to Mr. Baril
Will be in Tues
12-17-13
10-11am to P/U

Dear Mr. Baril:

I have received your November 12, 2013, public records request. Specifically, you ask for a copy of the Town of Warren "Massachusetts Interlocal Insurance Association" (MIAA) insurance contract and policy for July 1, 2012 to July 1, 2013. I am assuming you are requesting the policy for the fiscal year beginning on July 1, 2012 and ending on June 30, 2013. The Town's response is as follows:

The Town will provide a copy of the above-referenced insurance policy, subject to the applicable fees under the Public Records Access Regulations. It is expected that it will take 15 minutes to copy the policy, which is approximately 46 pages, for which a fee of \$.20 per page will be assessed for a total of \$ 9.20. The lowest paid employee capable of making such copies is paid an hourly rate of \$15.40.

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Pursuant to 950 CMR 32.08, you may appeal this response to the Supervisor of Public Records, Office of the Secretary of the Commonwealth, One Ashburton Place, Boston, MA 02108, within 90 days.

Very truly yours,

Lorena Prokop
Administrative Assistant to the Board of Selectmen

I'll come there
& pick it up.
e-mail me "

RECEIVED

Town of Warren, MA is an Equal Opportunity Employer

MICHAEL J. BARIL P.O. BOX 542 WARREN, MA 01083-0542		1737
DATE 12/9/13		
PAY TO THE ORDER OF	Town of Warren	\$ 13.05
	Thirteen and 05/100	DOLLARS
MEMO	Records req 11/13/13	Michael J Baril

INSURANCE CONTRACTS AND POLICIES FOR

Town of Warren

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COMMON CONTRACT COVERAGES,
MEMBERSHIP AGREEMENT
AND BY-LAWS

DECLARATIONS

CONTRACT # **WAR00118-01-12**

#1 MEMBER NAME AND ADDRESS:

**WARREN, TOWN OF
48 HIGH STREET
WARREN, MA 01083**

#2 CONTRACT PERIOD: **FROM 07/01/2012 AT 12:01 AM STANDARD TIME
TO 07/01/2013 AT 12:00 AM STANDARD TIME
AT THE ADDRESS SHOWN ABOVE**

#3 SCHEDULE OF COVERAGES:

Common Contract Conditions	- Included (see Contract # WAR00118-01-12)
Auto Liability	- Included (see Contract # WAR00118-02-12)
Auto Physical Damage	- Included (see Contract # WAR00118-02-12)
General Liability	- Included (see Contract # WAR00118-03-12)
Property, Crime, Equipment Breakdown	- Included (see Contract # WAR00118-04-12)
Umbrella/Excess Liability	- Included (see Contract # WAR00118-05-12)
Law Enforcement Liability	- Included (see Contract # WAR00118-06-12)
Public Officials Liability	- Included (see Contract # WAR00118-07-12)
School Board Liability	- NOT COVERED
Workers Compensation	- Included (see Contract # 12-217)

#4 FORMS AND ENDORSEMENTS ATTACHED TO THIS CONTRACT:

DEC 1, MCC 001 (0711)

#5 IN RETURN FOR THE PAYMENT OF ANNUAL CONTRIBUTIONS AND SUBJECT TO ALL THE TERMS OF THIS CONTRACT, WE AGREE WITH YOU TO PROVIDE THE COVERAGE AS STATED IN THIS CONTRACT.

#6 TOTAL ESTIMATED 07/01/2012 TO 07/01/2013 ANNUAL CONTRIBUTION FOR MEMBER COVERAGE: **\$92,998**

Countersigned On _____ By _____
(Date) (Authorized Representative)

AUTO

DECLARATIONS

CONTRACT # **WAR00118-02-12**

#1 MEMBER NAME AND ADDRESS:

**WARREN, TOWN OF
48 HIGH STREET
WARREN, MA 01083**

#2 CONTRACT PERIOD: **FROM 07/01/2012** AT 12:01 AM STANDARD TIME
TO 07/01/2013 AT 12:00 AM STANDARD TIME
AT THE ADDRESS SHOWN ABOVE

#3 SCHEDULE OF AUTO COVERAGES (AUTOS COVERED ARE LISTED BELOW):

<u>Coverage Type</u>	<u>Limits of Insurance</u>	<u>Deductible</u>
Bodily Injury Liability	\$1,000,000 Combined Single Limit	NONE
Personal Injury Protection	\$ 8,000 each person	NONE
Property Damage Liability	Included in Combined Single Limit	NONE
Medical Payments	NOT COVERED	---
Uninsured Motorist	\$500,000 each person/\$1,000,000 each accident	NONE
Underinsured Motorist	\$500,000 each person/\$1,000,000 each accident	NONE
Comprehensive	See MAP001, Symbol #7 Applies	*
Specified Causes of Loss	NOT COVERED	---
Collision	See MAP001, Symbol #7 Applies	*
Damage to Autos of Emergency Employees or Volunteers	\$ 5,000	NONE
Non-Owned "Auto" Liability	Included in Combined Single Limit	NONE
Non-Owned "Auto" Liability Extension	Included in Combined Single Limit	NONE
Hired "Auto" Liability	Included in Combined Single Limit	NONE
Other	NOT COVERED	---

AUTOS COVERED:

Liability and Personal Injury Protection - SEE MAP 001, SYMBOL #1 APPLIES
Medical Payments - AS PER AUTO FLEET SCHEDULE
Uninsured Motorist - SEE MAP 001, SYMBOL #1 APPLIES
Underinsured Motorist - SEE MAP 001, SYMBOL #1 APPLIES
Comprehensive, Specified Causes Of Loss, and Collision - SEE MAP001, SYMBOL #7 APPLIES

#4 FORMS AND ENDORSEMENTS ATTACHED TO THIS CONTRACT:

DEC 2, MAP 001 (0707), MAP 002 (0796), MAP 010 (0705), MAP 023 (0703), SCH 001 (0798)

* AS PER AUTO FLEET SCHEDULE

AUTO COVERAGE

THIS ENDORSEMENT CHANGES THE CONTRACT-PLEASE READ IT CAREFULLY

NON-OWNED AUTO LIABILITY EXTENSION

For valuable consideration, this endorsement is added to Form MAP 001 of this contract, effective on the inception date of the contract unless another date is indicated below.

(The following need to be completed only when this endorsement is issued subsequent to preparation of the contract.)

MIA Property and Casualty Group, Inc. Contract No. WAR00118-02-12	Endorsement Effective on <u>07/01/12</u> (Date)
Named Insured Town of Warren	at 12:01 A.M. standard time at the Named Insured's Address

Authorized Representative Signature

It is understood and agreed that, for the "autos" described in this endorsement, such changes in coverage as are specified herein are extended to the "additional insured(s)" indicated below. Coverage is afforded to the "additional insured(s)" only for those coverages and Limits selected herein, and subject to the terms of this endorsement.

"Additional Insured(s)": The following person(s) for whom an "X" is shown in the box, while using auto(s) owned by, leased or rented to them:

- Your employees
- Individuals serving as voluntary workers for you
- Others as specified below:

Designation or Description of Covered "Autos":

An "auto" owned by, leased or rented to, an "additional insured", but only while being used by such "additional insured" in the conduct of your business.

Coverage Provided:

Optional Liability Coverage

Limit of Insurance

\$ For any one "accident" the Bodily Injury and Property Damage Liability Combined Single Limit shown in the Declarations shall apply

SECTION I - COVERED AUTOS

The following is added for the coverage provided under this endorsement:

Covered "auto" means an "auto" owned by, leased or rented to, an "additional insured", including any substitute or replacement "auto", but only while being used by such "additional insured" in the conduct of your business.

SECTION II - LIABILITY COVERAGES

A. The COVERAGE AGREEMENT of OPTIONAL LIABILITY COVERAGE is amended as follows with respect to an "additional insured" covered under this endorsement:

We have no duty to defend an "additional insured" against a claim or "suit" alleging acts or omissions which are otherwise outside the scope of coverage afforded under this contract. In an event of "suit" against an "additional insured" which alleges multiple claims, causes of action or theories of recovery, one or more of which is within the coverage of this contract and one or more of which is not covered by this contract, we have no duty to defend the "additional insured" against the non-covered claim(s).

B. WHO IS AN INSURED

WHO IS AN INSURED under OPTIONAL LIABILITY COVERAGE is changed to include as an insured any "additional insured" as defined herein. However, an "additional insured" is an insured only for liability under OPTIONAL LIABILITY COVERAGE. Furthermore, an "additional insured" is an insured only for "bodily injury" or "property damage" resulting from the acts or omissions of:

1. You,
2. Any of your employees or agents,
3. Such "additional insured".

C. LIMIT OF INSURANCE

The LIMIT OF INSURANCE under OPTIONAL LIABILITY COVERAGE is amended as follows:

The coverage afforded to an "additional insured" as an insured under this endorsement is subject to a special Limit of Insurance stated on page 1 of this endorsement. It is further understood and agreed that the coverage afforded to an "additional insured" shall be otherwise subject to the terms and provisions of the LIMIT OF INSURANCE CONDITION for OPTIONAL LIABILITY COVERAGE, and in no event shall this endorsement operate to increase the Limits of Insurance as set forth in the Declarations and said Condition.

SECTION VIII - AUTO CONDITIONS

The AUTO GENERAL CONDITIONS are amended as follows:

A. PAYMENT OF YOUR CONTRIBUTIONS

An "additional insured" is not liable for payment of your contributions.

B. TERMINATION OF ADDITIONAL INSURED STATUS

The status of an "additional insured" as an insured under this contract shall immediately terminate when:

1. We cancel this endorsement;
2. We cancel this contract; or
3. The "additional insured" no longer serves in the capacity indicated in this endorsement;

whichever occurs first.

It is further understood and agreed that the status of an "additional insured" as an insured shall in any event terminate upon the expiration of the contract period shown in the Declarations.

C. EXCESS INSURANCE

The coverage provided under this endorsement is excess over any other valid and collectible insurance available to an "additional insured".

We will pay only our share of the amount of the loss, if any, that exceeds the sum of:

1. The total amount that all such other insurance would pay for the loss in the absence of this coverage; and
2. The total of all deductible and self-insured amounts under all that other insurance.

D. OTHER TERMS, CONDITIONS AND EXCLUSIONS

Except as otherwise provided in this endorsement, all terms, conditions, definitions and exclusions contained in Form MAP 001, and those of any other amendatory endorsement thereto, are applicable to the coverage afforded to an "additional insured" under this endorsement.

SECTION IX - DEFINITIONS

The following definition is added for the coverage provided by this endorsement:

"Additional insured" means any additional insured indicated on page 1 of this endorsement.

GENERAL LIABILITY

DECLARATIONS

CONTRACT # **WAR00118-03-12**

#1 MEMBER NAME AND ADDRESS:

**WARREN, TOWN OF
48 HIGH STREET
WARREN, MA 01083**

#2 CONTRACT PERIOD: **FROM 07/01/2012 AT 12:01 AM STANDARD TIME
TO 07/01/2013 AT 12:00 AM STANDARD TIME
AT THE ADDRESS SHOWN ABOVE**

#3 <u>SCHEDULE OF GENERAL LIABILITY COVERAGES:</u>	<u>Limits of Insurance</u>	<u>Deductible</u>
Each Occurrence Limit	\$ 1,000,000	*
Personal and Advertising Injury Liability Limit	\$ 1,000,000	NONE
Employee Benefit Liability Limit	\$ 1,000,000	NONE
Medical Payments Limit	\$ 10,000 Any One Person	NONE
Medical Payments for Certain Officials	\$ 25,000 Any One Person	NONE
General Aggregate Limit (Other than Products Completed Operations)	\$ 3,000,000 Each Location	*
Products Completed Operations Aggregate Limit	\$ 3,000,000	*

#4 FORMS AND ENDORSEMENTS ATTACHED TO THIS CONTRACT:

DEC 3, MGP 001 (0707), MGP 002 (0709), MGP 005 (0702), MGP 005A (0702),
MGP 009 (0703), MGP 009A (0702), MGP 010 (0701), MGP 013 (0701), MGP 014 (0706),
MGP 015 (0706), MGP 019 (0796), MGP 021 (0702), MGP 028 (0702), MGP 052 (0702)

* Note: Deductible Amount - \$2,500, Refer to MGP 005

GENERAL LIABILITY COVERAGE

THIS ENDORSEMENT CHANGES THE CONTRACT-PLEASE READ IT CAREFULLY

MUNICIPALITY EXCLUSION ENDORSEMENT

In consideration of the contribution charged, this endorsement is added to Form MGP 001 of this contract, effective on the inception date of the contract unless another date is indicated below.

(The following need to be completed only when this endorsement is issued subsequent to preparation of the contract.)

MIA Property and Casualty Group, Inc. Contract No. WAR00118-03-12	Endorsement Effective on <u>07/01/12</u> (Date)
Named Insured Town of Warren	at 12:01 A.M. standard time at the Named Insured's Address

 Authorized Representative Signature

It is understood and agreed that unless an "X" is shown in the box below, coverage under Form MGP 001 of this contract shall not apply to "Bodily Injury," "Property Damage," "Personal Injury," "Advertising Injury" or "Medical Payments" arising from your ownership, maintenance, use or operation of:

- 1. Amusement Parks.
- 2. Dams including, but not limited to, any barrier constructed to hold back water. (See MGP 052)
- 3. Exhibition or Convention Buildings including Arenas and Auditoria (other than School).
- 4. Golf Courses.
- 5. Housing Projects.
- 6. Property (other than vacant land) acquired through foreclosure and not used for municipal operations.
- 7. Skate Board Facilities.
- 8. Ski Facilities with Lifts.
- 9. Stadia, Bleachers, or Grandstands with a total seating capacity in excess of 5,000.
- 10. Trampolines or Other Rebound Tumbling Devices
- 11. Transportation Systems, Facilities, and Services including Airports, Bus Systems or other Mass Transit Facilities such as Subways and Aircraft.
- 12. Utilities -
 - a. Water
 - b. Electric
 - c. Gas
 - d. Steam
- 13. Water Facilities -
 - a. Wharves, Piers, Docks, Floats, but not Marina Operations.
 - b. Marina Operations.
- 14. Zoos.
- 15. Funeral Homes and Crematories.
- 16.
- 17.

If an "X" is shown in the box above, coverage is provided subject to the following Special Conditions, if any:

MGP 002
 (Ed. 07 09)

GENERAL LIABILITY COVERAGE

THIS ENDORSEMENT CHANGES THE CONTRACT-PLEASE READ IT CAREFULLY

DEDUCTIBLE LIABILITY COVERAGE – DESIGNATED HAZARDS

In consideration of the contribution charged, it is understood and agreed that the following changes in coverage are attached to and made part of Form MGP 001 of this contract, effective on the inception date of the contract unless another date is indicated below.

(The following need to be completed only when this endorsement is issued subsequent to preparation of the contract.)

MIIA Property and Casualty Group, Inc. Contract No. WAR00118-03-12	Endorsement Effective on <u>07/01/12</u> (Date)
Named Insured Town of Warren	at 12:01 A.M. standard time at the Named Insured's Address

 Authorized Representative Signature

SCHEDULE

<u>Coverage</u>	<u>Amount and Basis of Deductible</u> PER CLAIM
Bodily Injury Liability and/or Property Damage Liability Combined	\$2,500

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

APPLICATION OF ENDORSEMENT. This endorsement applies to claims for damages arising out of the backup of sewage from a sewerage treatment or collection system or of water from a water distribution system, owned or operated by you.

- A. Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on behalf of the insured applies only to the amount of damages in excess of any deductible amount stated in the Schedule above as applicable to such coverages.
- B. The deductible amount stated in the Schedule above:
 - 1. Applies to all damages sustained by any one person because of "bodily injury" and "property damage" combined as the result of any one "occurrence".
 - If damages are claimed for care, loss of services or death resulting at any time from "bodily injury", a separate deductible amount will be applied to each person making a claim for such damages.
 - With respect to "property damage", person includes all titleholders of the same property or an organization owning the property.
- 2. Includes loss payments, and adjustment, investigative and legal fees and costs, whether or not loss payments are made.
- C. The terms of this coverage, including those with respect to:
 - 1. Our right and duty to defend against any "suits" seeking those damages; and
 - 2. Your duties in the event of an "occurrence", claim, or "suit";

apply irrespective of the application of the deductible amount.
- D. We may pay any part or all of the deductible amount to investigate or settle any claim or defend any "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.

GENERAL LIABILITY COVERAGE

THIS ENDORSEMENT CHANGES THE CONTRACT-PLEASE READ IT CAREFULLY

DEDUCTIBLE LIABILITY COVERAGE – FORECLOSED RESIDENTIAL PROPERTY

In consideration of the contribution charged, it is understood and agreed that the following changes in coverage are attached to and made part of Form MGP 001 of this contract, effective on the inception date of the contract unless another date is indicated below.

(The following need to be completed only when this endorsement is issued subsequent to preparation of the contract.)

MIA Property and Casualty Group, Inc. Contract No. WAR00118-03-12	Endorsement Effective on <u> 07/01/12 </u> (Date)
Named Insured Town of Warren	at 12:01 A.M. standard time at the Named Insured's Address

 Authorized Representative Signature

SCHEDULE

<u>Coverage</u>	<u>Amount and Basis of Deductible</u>
	PER CLAIM
Bodily Injury Liability and/or Property Damage Liability Combined	\$5,000 (Other than Medical Payments)

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

APPLICATION OF ENDORSEMENT. This endorsement applies to claims for damages arising out of your ownership of residential "premises" acquired through foreclosure and not used for municipal operations, covered under MGP 028.

- A. Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on behalf of the insured applies only to the amount of damages in excess of any deductible amount stated in the Schedule above as applicable to such coverages.
- B. The deductible amount stated in the Schedule above:
 - 1. Applies to all damages sustained by any one person because of "bodily injury" and "property damage" combined as the result of any one "occurrence".

 If damages are claimed for care, loss of services or death resulting at any time from "bodily injury", a separate deductible amount will be applied to each person making a claim for such damages.

 With respect to "property damage", person includes all titleholders of the same property or an organization owning the property.
 - 2. Includes loss payments, and adjustment, investigative and legal fees and costs, whether or not loss payments are made.
- C. The terms of this coverage, including those with respect to:
 - 1. Our right and duty to defend against any "suits" seeking those damages; and
 - 2. Your duties in the event of an "occurrence", claim, or "suit";

apply irrespective of the application of the deductible amount.
- D. We may pay any part or all of the deductible amount to investigate or settle any claim or defend any "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.

GENERAL LIABILITY COVERAGE

THIS ENDORSEMENT CHANGES THE CONTRACT-PLEASE READ IT CAREFULLY

ADDITIONAL INSURED-LESSORS OR OWNERS OF PREMISES OR PROPERTY

For valuable consideration, this endorsement is added to Form MGP 001 of this contract, effective on the inception date of the contract unless another date is indicated below.

(The following need to be completed only when this endorsement is issued subsequent to preparation of the contract.)

MIIA Property and Casualty Group, Inc. Contract No. WAR00118-03-12	Endorsement Effective on <u>07/01/12</u> (Date)
Named Insured Town of Warren	at 12:01 A.M. standard time at the Named Insured's Address

Authorized Representative Signature

SECTION I - COVERAGE

It is understood and agreed that coverage is extended to the additional insured described below on account of liability incurred with respect to the premises or property use or operations described below, subject to the Limit of Liability stated below and the terms of this endorsement:

Additional Insured (Lessor or Owner of Premises or Property): Robert Richardson

Address: 690 Coy Hill Road
Warren, MA 01083-0228

Designation or Description of Premises or Property under agreement (Describe Part of Premises or Property under Agreement and Use or Operations Permitted by Agreement):

As respects use of Owner's property for antenna with base radio by fire department

Limit of Liability: \$100,000
\$100,000

Per Occurrence
Aggregate

SECTION II - WHO IS AN INSURED

A. WHO IS AN INSURED

WHO IS AN INSURED (SECTION II) is amended to include as an insured the lessor or owner named in this endorsement, hereinafter referred to as the "owner". However, the "owner" is an insured only for Bodily Injury and Property Damage Liability (Coverage A. of SECTION I). Furthermore, the "owner" is an insured only with respect to "bodily injury" or "property damage" arising out of your maintenance, operation or use of the above described premises or property in accordance with the agreement designated on page 1 of this endorsement, and subject to the following additional exclusions:

1. This coverage does not apply to any "occurrence" which takes place before said premises or property agreement is in effect or after said agreement terminates.
2. This coverage does not apply to "bodily injury" or "property damage" arising out of any construction, demolition, repair or maintenance operations performed by or on behalf of the "owner", or out of any other acts, omissions, or warranties of the "owner" or any employees of the "owner".
3. No coverage will be afforded to the "owner" under the following Coverages:

- a. SECTION I, COVERAGE B, PERSONAL AND ADVERTISING INJURY LIABILITY;
- b. SECTION I, COVERAGE C, MEDICAL PAYMENTS;
- c. SECTION I, COVERAGE D, EMPLOYEE BENEFIT LIABILITY.

B. DUTY TO DEFEND

The Insuring Agreement under Coverage A of SECTION I is amended as follows:

We have no duty to defend the "owner" against a claim or "suit" alleging any act or omission falling within the exclusions of said MGP 001 or the exclusions 1., 2., or 3. of this endorsement, or for a claim or "suit" alleging acts or omissions which are otherwise outside the scope of coverage afforded under this contract. In an event of "suit" against the "owner" which alleges multiple claims, causes of action or theories of recovery, one or more of which is within the coverage of this contract and one or more of which is not covered by this contract, we have no duty to defend the "owner" against the non-covered claim(s).

SECTION III - LIMITS OF INSURANCE

The LIMITS OF INSURANCE (SECTION III) are amended as follows:

The coverage afforded to the "owner" under this endorsement is subject to a special limit of liability per "occurrence" and annual aggregate stated on page 1 of this endorsement. It is further understood and

agreed that the coverage afforded to the "owner" shall be otherwise subject to the terms and provisions of SECTION III, and in no event shall this endorsement operate to increase the Limits of Insurance as set forth in the Declarations and SECTION III.

SECTION IV - GENERAL LIABILITY CONDITIONS

A. CANCELLATION

The CANCELLATION Condition is amended to include the following:

Should this contract or this endorsement be cancelled before the expiration date thereof, we will endeavor to mail to the "owner", at the address shown in this endorsement, Advance Notice of Cancellation. Proof of mailing any notice will be sufficient proof of notice, but failure to mail such notice shall impose no obligation or liability of any kind upon us or our representatives.

B. TERMINATION OF ADDITIONAL INSURED STATUS

The status of the "owner" as an additional insured under this contract shall immediately terminate when:

1. We cancel this endorsement;

2. We cancel this contract; or

3. The premises or property agreement designated in this endorsement terminates;

whichever occurs first.

It is further understood and agreed that the status of the "owner" as an additional insured shall in any event terminate upon the expiration of the contract period shown in the Declarations.

C. OTHER TERMS, CONDITIONS AND EXCLUSIONS

Except as otherwise provided in this endorsement, all terms, conditions, definitions and exclusions contained in General Liability Coverage Form MGP 001, and those of any other amendatory endorsement to this contract, are applicable to the coverage afforded to the "owner" under this endorsement.

GENERAL LIABILITY COVERAGE

THIS ENDORSEMENT CHANGES THE CONTRACT-PLEASE READ IT CAREFULLY

FORECLOSED RESIDENTIAL PROPERTY LIABILITY

For valuable consideration, this endorsement is added to Form MGP 001 of this contract, effective on the inception date of the contract unless another date is indicated below.

(The following need to be completed only when this endorsement is issued subsequent to preparation of the contract.)

MIIA Property and Casualty Group, Inc. Contract No. WAR00118-03-12	Endorsement Effective on <u>07/01/12</u> (Date)
Named Insured Town of Warren	at 12:01 A.M. standard time at the Named Insured's Address

Authorized Representative Signature

It is understood and agreed that the Limits of Insurance shown in the Declarations are replaced by the limits shown in the Schedule below with respect to the premises designated below, subject to the terms of this endorsement.

SCHEDULE

Limits of Insurance

Each Occurrence Limit	\$500,000	
Personal and Advertising Injury Liability Limit	Excluded	
Employee Benefit Liability Limit	N/A	
Each Claimant Limit	\$100,000	Any One Claimant
Medical Payments Limit	\$5,000	Any One Person
Medical Payments for Certain Officials	N/A	Any One Person
General Aggregate Limit (Other than Products-Completed Operations)	\$1,000,000	
Products-Completed Operations Aggregate Limit	Excluded	

Designation and Description of Premises:

Notwithstanding the Municipality Exclusion Endorsement MGP 002, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY applies to the following residential "premises" acquired by you through foreclosure and not used for municipal operations:

<u>Address</u>	<u>No. of Units</u>	<u>Occupied/ Vacant</u>	<u>If vacant - Total Area Sq. Feet</u>	<u>Monthly Rate</u>	<u>Date Acquired</u>	<u>Contribution</u>
1. Dwelling, 20 Chapel Street, Warren, MA	1	Vacant	1,200	\$24	07/01/12	\$288.00
2.						
3.						

SECTION I - COVERAGES

EXCLUSIONS: With respect to the designated premises, the following additional exclusions apply:

1. This coverage does not apply to:
 - a. Any "occurrence" which takes place before the designated "premises" is acquired or after you cease to own the designated premises.
 - b. Any acts, omissions, or warranties of any previous or subsequent owner of said premises or employees of said owner.
 - c. "Bodily injury" or "property damage" included within the "products – completed operations hazard".
 - d. Any:
 - (1) Damages arising out of, resulting from, caused by or contributed to by the toxic or pathological properties of lead, lead compounds or lead contained in any materials;
 - (2) Cost or expense to abate, mitigate, remove or dispose of lead, lead compounds or materials containing lead;
 - (3) Supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with parts (1) or (2) above; or

(4) Obligation to share damages with or repay someone else who must pay damages in connections with parts (1), (2) or (3) above.

e. Damages, defense, cost, or expense in any way arising out of:

(1) Assault and/or battery; or

(2) Any act or omission connected directly or indirectly with the prevention or suppression of an assault and/or battery, including the protection of persons or property;

whether caused by or at the instigation or direction of any insured, any tenant of the "premises" insured under this endorsement, such tenant's patrons or guests, or any other person.

This exclusion applies regardless of the legal theory or basis upon which the Insured is alleged to be legally liable or responsible, in whole or in part, for any damages arising out of sexual and/or physical abuse, including but not limited to assertions of improper or negligent screening or supervision of tenants, failure to protect the other party, failure to prevent the sexual abuse and/or physical abuse, failure to prevent assault and battery, or failure to evict the tenant.

2. No Coverage will be afforded under this endorsement for "personal injury" or "advertising injury" under COVERAGE B.

SECTION III - LIMITS OF INSURANCE

LIMITS OF INSURANCE are amended by adding the following paragraphs:

The Each Claimant Limit as shown in this endorsement's Schedule for the designated premises is, subject to d. above, the most we will pay for the sum of all damages sustained by any one claimant because of "bodily injury" and "property damage" arising out of any one "occurrence".

The General Aggregate Limit shown in this endorsement's Schedule will apply regardless of the number of "premises" covered.

It is further understood and agreed that the coverage afforded under this endorsement shall be otherwise subject to the terms and provisions of SECTION III and that the Limits of Insurance provided by this endorsement are inclusive of and not in addition to the limits shown in the Declarations.

SECTION IV - GENERAL LIABILITY CONDITIONS

OTHER TERMS, CONDITIONS AND EXCLUSIONS CONDITION is added as follows:

Except as otherwise provided in this endorsement, all terms, conditions, definitions and exclusions con-

tained in Form MGP 001, and those of any other amendatory endorsement thereto, are applicable to the coverage afforded under this endorsement.

GENERAL LIABILITY COVERAGE

THIS ENDORSEMENT CHANGES THE CONTRACT-PLEASE READ IT CAREFULLY

FORECLOSED RESIDENTIAL PROPERTY LIABILITY

For valuable consideration, this endorsement is added to Form MGP 001 of this contract, effective on the inception date of the contract unless another date is indicated below.

(The following need to be completed only when this endorsement is issued subsequent to preparation of the contract.)

MIA Property and Casualty Group, Inc. Contract No. WAR00118-03-12	Endorsement Effective on <u>07/01/12</u> (Date)
Named Insured Town of Warren	at 12:01 A.M. standard time at the Named Insured's Address

 Authorized Representative Signature

It is understood and agreed that the Limits of Insurance shown in the Declarations are replaced by the limits shown in the Schedule below with respect to the premises designated below, subject to the terms of this endorsement.

SCHEDULE

Limits of Insurance

Each Occurrence Limit	\$500,000	
Personal and Advertising Injury Liability Limit	Excluded	
Employee Benefit Liability Limit	N/A	
Each Claimant Limit	\$100,000	Any One Claimant
Medical Payments Limit	\$5,000	Any One Person
Medical Payments for Certain Officials	N/A	Any One Person
General Aggregate Limit (Other than Products-Completed Operations)	\$1,000,000	
Products-Completed Operations Aggregate Limit	Excluded	

Designation and Description of Premises:

Notwithstanding the Municipality Exclusion Endorsement MGP 002, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY applies to the following residential "premises" acquired by you through foreclosure and not used for municipal operations:

<u>Address</u>	<u>No. of Units</u>	<u>Occupied/ Vacant</u>	<u>If vacant - Total Area Sq. Feet</u>	<u>Monthly Rate</u>	<u>Date Acquired</u>	<u>Contribution</u>
1. Dwelling, 379 Bemis Road, Warren, MA	1	Vacant	960	\$19.00	07/01/12	\$228.00
2. Dwelling, 50 Southbridge Road	1	Vacant	2,500	\$50.00	07/01/12	\$600.00
3.						

SECTION I - COVERAGES

EXCLUSIONS: With respect to the designated premises, the following additional exclusions apply:

1. This coverage does not apply to:
 - a. Any "occurrence" which takes place before the designated "premises" is acquired or after you cease to own the designated premises.
 - b. Any acts, omissions, or warranties of any previous or subsequent owner of said premises or employees of said owner.
 - c. "Bodily injury" or "property damage" included within the "products – completed operations hazard".
 - d. Any:
 - (1) Damages arising out of, resulting from, caused by or contributed to by the toxic or pathological properties of lead, lead compounds or lead contained in any materials;
 - (2) Cost or expense to abate, mitigate, remove or dispose of lead, lead compounds or materials containing lead;
 - (3) Supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with parts (1) or (2) above; or

(4) Obligation to share damages with or repay someone else who must pay damages in connections with parts (1), (2) or (3) above.

e. Damages, defense, cost, or expense in any way arising out of:

- (1) Assault and/or battery; or
- (2) Any act or omission connected directly or indirectly with the prevention or suppression of an assault and/or battery, including the protection of persons or property;

whether caused by or at the instigation or direction of any insured, any tenant of the "premises" insured under this endorsement, such tenant's patrons or guests, or any other person.

This exclusion applies regardless of the legal theory or basis upon which the Insured is alleged to be legally liable or responsible, in whole or in part, for any damages arising out of sexual and/or physical abuse, including but not limited to assertions of improper or negligent screening or supervision of tenants, failure to protect the other party, failure to prevent the sexual abuse and/or physical abuse, failure to prevent assault and battery, or failure to evict the tenant.

2. No Coverage will be afforded under this endorsement for "personal injury" or "advertising injury" under COVERAGE B.

SECTION III - LIMITS OF INSURANCE

LIMITS OF INSURANCE are amended by adding the following paragraphs:

The Each Claimant Limit as shown in this endorsement's Schedule for the designated premises is, subject to d. above, the most we will pay for the sum of all damages sustained by any one claimant because of "bodily injury" and "property damage" arising out of any one "occurrence".

The General Aggregate Limit shown in this endorsement's Schedule will apply regardless of the number of "premises" covered.

It is further understood and agreed that the coverage afforded under this endorsement shall be otherwise subject to the terms and provisions of SECTION III and that the Limits of Insurance provided by this endorsement are inclusive of and not in addition to the limits shown in the Declarations.

SECTION IV - GENERAL LIABILITY CONDITIONS

OTHER TERMS, CONDITIONS AND EXCLUSIONS CONDITION is added as follows:

Except as otherwise provided in this endorsement, all terms, conditions, definitions and exclusions con-

tained in Form MGP 001, and those of any other amendatory endorsement thereto, are applicable to the coverage afforded under this endorsement.

GENERAL LIABILITY COVERAGE

THIS ENDORSEMENT CHANGES THE CONTRACT-PLEASE READ IT CAREFULLY

FORECLOSED RESIDENTIAL PROPERTY LIABILITY

For valuable consideration, this endorsement is added to Form MGP 001 of this contract, effective on the inception date of the contract unless another date is indicated below.

(The following need to be completed only when this endorsement is issued subsequent to preparation of the contract.)

MIA Property and Casualty Group, Inc. Contract No. WAR00118-03-12	Endorsement Effective on <u>07/01/12</u> (Date)
Named Insured Town of Warren	at 12:01 A.M. standard time at the Named Insured's Address

Authorized Representative Signature

It is understood and agreed that the Limits of Insurance shown in the Declarations are replaced by the limits shown in the Schedule below with respect to the premises designated below, subject to the terms of this endorsement.

SCHEDULE

Limits of Insurance

Each Occurrence Limit	\$500,000	
Personal and Advertising Injury Liability Limit	Excluded	
Employee Benefit Liability Limit	N/A	
Each Claimant Limit	\$100,000	Any One Claimant
Medical Payments Limit	\$5,000	Any One Person
Medical Payments for Certain Officials	N/A	Any One Person
General Aggregate Limit (Other than Products-Completed Operations)	\$1,000,000	
Products-Completed Operations Aggregate Limit	Excluded	

Designation and Description of Premises:

Notwithstanding the Municipality Exclusion Endorsement MGP 002, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY applies to the following residential "premises" acquired by you through foreclosure and not used for municipal operations:

<u>Address</u>	<u>No. of Units</u>	<u>Occupied/ Vacant</u>	<u>If vacant - Total Area Sq. Feet</u>	<u>Monthly Rate</u>	<u>Date Acquired</u>	<u>Contribution</u>
1. Dwelling, 244 O'Neill Road, Warren, MA	1	Vacant	1,300	\$26.00	07/01/12	\$312.00
2.						
3.						

SECTION I - COVERAGES

EXCLUSIONS: With respect to the designated premises, the following additional exclusions apply:

1. This coverage does not apply to:
 - a. Any "occurrence" which takes place before the designated "premises" is acquired or after you cease to own the designated premises.
 - b. Any acts, omissions, or warranties of any previous or subsequent owner of said premises or employees of said owner.
 - c. "Bodily injury" or "property damage" included within the "products – completed operations hazard".
 - d. Any:
 - (1) Damages arising out of, resulting from, caused by or contributed to by the toxic or pathological properties of lead, lead compounds or lead contained in any materials;
 - (2) Cost or expense to abate, mitigate, remove or dispose of lead, lead compounds or materials containing lead;
 - (3) Supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with parts (1) or (2) above; or

(4) Obligation to share damages with or repay someone else who must pay damages in connections with parts (1), (2) or (3) above.

e. Damages, defense, cost, or expense in any way arising out of:

(1) Assault and/or battery; or

(2) Any act or omission connected directly or indirectly with the prevention or suppression of an assault and/or battery, including the protection of persons or property;

whether caused by or at the instigation or direction of any insured, any tenant of the "premises" insured under this endorsement, such tenant's patrons or guests, or any other person.

This exclusion applies regardless of the legal theory or basis upon which the Insured is alleged to be legally liable or responsible, in whole or in part, for any damages arising out of sexual and/or physical abuse, including but not limited to assertions of improper or negligent screening or supervision of tenants, failure to protect the other party, failure to prevent the sexual abuse and/or physical abuse, failure to prevent assault and battery, or failure to evict the tenant.

2. No Coverage will be afforded under this endorsement for "personal injury" or "advertising injury" under COVERAGE B.

SECTION III - LIMITS OF INSURANCE

LIMITS OF INSURANCE are amended by adding the following paragraphs:

The Each Claimant Limit as shown in this endorsement's Schedule for the designated premises is, subject to d. above, the most we will pay for the sum of all damages sustained by any one claimant because of "bodily injury" and "property damage" arising out of any one "occurrence".

The General Aggregate Limit shown in this endorsement's Schedule will apply regardless of the number of "premises" covered.

It is further understood and agreed that the coverage afforded under this endorsement shall be otherwise subject to the terms and provisions of SECTION III and that the Limits of Insurance provided by this endorsement are inclusive of and not in addition to the limits shown in the Declarations.

SECTION IV - GENERAL LIABILITY CONDITIONS

OTHER TERMS, CONDITIONS AND EXCLUSIONS CONDITION is added as follows:

Except as otherwise provided in this endorsement, all terms, conditions, definitions and exclusions con-

tained in Form MGP 001, and those of any other amendatory endorsement thereto, are applicable to the coverage afforded under this endorsement.

PROPERTY

MIIA Property And Casualty Group, Inc.
 One Winthrop Square
 Boston, MA 02110

PROPERTY COVERAGE SUMMARY

PROPERTY
 COVERAGE

DECLARATIONS CONTRACT #
 WAR00118-04-12

#1 MEMBER NAME AND ADDRESS:
WARREN, TOWN OF
48 HIGH STREET
WARREN, MA 01083

#2 CONTRACT PERIOD: FROM 07/01/2012 AT 12:01 AM STANDARD TIME
 TO 07/01/2013 AT 12:00 AM STANDARD TIME
 AT THE LOCATION OF COVERED PREMISES

#3A	<u>AMOUNT OF INSURANCE:</u>	<u>Coinsurance Percentage</u> 100%	<u>Amount of Insurance Per Occurrence</u> \$17,435,059	<u>Deductible Per Occurrence</u> \$1,000
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#3B	<u>ADDITIONAL COVERAGES (SEE MMP001):</u>	<u>Limits of Insurance Per Occurrence</u>	<u>Deductible Per Occurrence</u>
	CFC Refrigerants	\$ 100,000	NONE
	Data Processing and Telecom Systems	\$ 42,118	\$250
	Employee Faithful Performance	\$ 200,000	NONE
	Equipment Breakdown	SEE DEC 4b	SEE DEC 4b
	Forgery or Alteration	\$ 100,000	NONE
	Spoilage or Contamination (of Perishable Goods)	\$ 100,000	\$1,000

*3C	<u>COVERAGE EXTENSIONS (SEE MMP001):</u>		
	Accounts Receivable	\$ 100,000	NONE
	Extra Expense	\$ 200,000	NONE
	Money & Securities - Inside/Outside	\$ 100,000	NONE
	Outdoor Property	\$ 100,000	SEE MMP 001
	Personal Effects of Others	\$ 20,000	NONE
	Property off Described Premises	\$ 100,000	SEE MMP 001
	Rental or Other Business Income	SEE MMP 001	NONE
	Valuable Papers and Records	\$ 100,000	NONE

#3D	<u>SPECIAL PROPERTY FORMS:</u>		
	Builders Risk	NOT COVERED	---
	Earthquake	\$ 2,000,000	\$25,000
	Flood	\$ 2,000,000	\$25,000
	Special Property	SEE DEC 4c	SEE DEC 4c
	Terrorism	SEE MMP 005	SEE ITEM #3A
	Vacant Buildings	NOT COVERED	---
	Other	NOT COVERED	---

#4 FORMS AND ENDORSEMENTS ATTACHED TO THIS CONTRACT:
 DEC PAGES 4a, 4b, 4c, MMP 001 (0311), MMP 003 (0703), MMP 005 (0703), MMP 011 (0797),
 MMP 014 (0705), MMP 019 (0796), MMP 020 (0796), MMP 023 (0705), MMP 025 (0703),
 MMP 032 (0705), MMP 100 (1091), GEN 006 (0795)

MIA Property And Casualty Group, Inc.
One Winthrop Square
Boston, MA 02110

PROPERTY
COVERAGE

EQUIPMENT BREAKDOWN ADDITIONAL COVERAGE SUPPLEMENT

DECLARATIONS

CONTRACT # **WAR00118-04-12**

#1 MEMBER NAME AND ADDRESS:
WARREN, TOWN OF
48 HIGH STREET
WARREN, MA 01083

#2 CONTRACT PERIOD: **FROM 07/01/2012 AT 12:01 AM STANDARD**
TIME
TO 07/01/2013 AT 12:00 AM STANDARD
TIME

#3 SCHEDULE OF COVERAGES: AT THE ADDRESS SHOWN ABOVE

<u>Type of Coverage</u>	<u>Limits of Insurance Per Accident</u>	<u>Deductible Per Accident</u>
1. Equipment Breakdown	The Amount of Insurance shown in ITEM 3A of Declarations Page 4a or \$50,000,000, whichever is greater	\$ 1,000 on covered equipment, <u>except</u> \$ 2,500 on all skating rink equipment \$ 2,500 on all motors/pumps, exceeding 500HP \$ 5,000 minimum on all transformers - Above 3333 KVA - \$1.50 per KVA \$ 50,000 minimum on Diesel Engines and their Generators - Above 5,000 HP - \$10 per HP
2. Extra Expense and Rental or Other Business Income	The Limit of Insurance shown in ITEM 3C of Declarations Page 4a	Included, except 12 Hours Waiting Period*

* This policy will not be liable for any loss, damage or expense under Off-Premises Service Interruption - Time Element coverage or under Spoilage or Contamination resulting from service interruption unless the period of interruption of a service exceeds the specified Waiting Period of time. If the stated Waiting Period of time is exceeded, then this policy is liable for the entire period of interruption, subject to any applicable deductibles.

SPECIAL PROPERTY COVERAGE SUPPLEMENT

DECLARATIONS

CONTRACT # **WAR00118-04-12**

#1 MEMBER NAME AND ADDRESS:
WARREN, TOWN OF
48 HIGH STREET
WARREN, MA 01083

#2 CONTRACT PERIOD: **FROM 7/1/2012 AT 12:01 AM STANDARD TIME**
TO 7/1/2013 AT 12:00 AM STANDARD TIME
AT THE ADDRESS SHOWN ABOVE

#3 SCHEDULE OF COVERAGES:

Item	Type of Coverage	Form Number	Department	Description of Property	Vin/Serial Number	Limits of Insurance	Valuation*	Deductible Each Occurrence
1	Contractors Equipment	MMP 025	FIRE	2011 PIERCE CONTENDER	4P1CC01A9BA011840	\$375,000	RC	\$500
2	Contractors Equipment	MMP 025	FIRE	1997 INTERNATIONAL FIRE TRUCK	1HTGMADR7VH453061	\$180,722	ACV	\$500
3	Contractors Equipment	MMP 025	FIRE	2001 AMERICAN LAFRANCE METROPOLITAN FIRE TRUCK	4Z3AAACG31RJ38777	\$300,000	ACV	\$500
4	Contractors Equipment	MMP 025	HIGHWAY	1985 FORD CAB CHASSIS W/SANDER	1FDXR80U6FVA03742	\$48,000	ACV	\$500
5	Contractors Equipment	MMP 025	HIGHWAY	2008 JCB BACKHOE	SLP215TC740910498	\$87,730	ACV	\$500
6	Contractors Equipment	MMP 025	HIGHWAY	1994 FORD L8000 6-TON	1FDYK82E9RVA20764	\$50,508	ACV	\$500
7	Contractors Equipment	MMP 025	HIGHWAY	1996 TRACKLESS MT-V SIDEWALK TRACTOR	MT-5T-893	\$55,500	ACV	\$500
8	Contractors Equipment	MMP 025	HIGHWAY	1998 FORD 1800 DUMP	1FDYN80EUWVA11567	\$47,957	ACV	\$500
9	Contractors Equipment	MMP 025	HIGHWAY	2001 INTERNATIONAL DUMP TRUCK	1HTGBAAR31H364477	\$58,687	ACV	\$500
10	Contractors Equipment	MMP 025	HIGHWAY	2003 FORD F550	1FDAF57F53EA37817	\$49,251	ACV	\$500
11	Contractors Equipment	MMP 025	HIGHWAY	1994 ELGIN SWEEPER	S8046S	\$86,890	ACV	\$500
12	Contractors Equipment	MMP 025	HIGHWAY	1996 JOHN DEERE 4WD LOADER	DW544GD554272	\$96,901	ACV	\$500
13	Contractors Equipment	MMP 025	HIGHWAY	1991 MACK RBG TRUCK	2M2AM08CXMC001707	\$75,000	ACV	\$500
14	Contractors Equipment	MMP 025	HIGHWAY	1991 INTERNATIONAL W/PLOW	1HTGEGHRXMH302420	\$58,000	ACV	\$500
15	Contractors Equipment	MMP 025	HIGHWAY	2010 CARLTON CHIPPER	1J9PF011471167269	\$25,500	ACV	\$500
16	Contractors Equipment	MMP 025	PARKS	2008 JOHN DEERE LAWN TRACTOR	MODEL X720	\$7,236	ACV	\$500
17	Contractors Equipment	MMP 025	POLICE	2007 SUZUKI ATV (plate 3BE)	LTA700XK7	\$7,362	ACV	\$500

Item	Type of Coverage	Form Number	Department	Description of Property	Vin/Serial Number	Limits of Insurance	Valuation*	Deductible Each Occurrence
	Contractors Equipment	MMP 025	SEWER	2010 FORD F350	1FTWF3BY8AEAA4956 2	\$38,998	ACV	\$500
19	Fine Arts	MMP 032	UNAVAILABLE	FINE ARTS - UNSCHEDULED		\$25,000	ACV	\$250
20	Fine Arts	MMP 032	UNAVAILABLE	MISC. FINE ARTS - FOLK ART PAINTING		\$6,000	AA	\$0
21	Scheduled Property	MMP 023	FIRE	DEFIBRILLATORS (3) AED-PLUS		\$5,000	ACV	\$250
22	Scheduled Property	MMP 023	FIRE	ANTENNA w/BASE RADIO & BACKUP SYSTEM		\$5,600	ACV	\$500
23	Scheduled Property	MMP 023	POLICE	PANASONIC COPIER <i>Deleted 8/17/12</i>	DP1820E	\$5,000	ACV	\$250
24	Scheduled Property	MMP 023	POLICE	DECATUR RADAR UNIT, GENESIS VP	02996	\$10,000	ACV	\$500
25	Scheduled Property	MMP 023	POLICE	DECATUR RADAR UNIT DIRECTIONAL	01095	\$10,000	ACV	\$500
26	Scheduled Property	MMP 023	POLICE	LIDAR RADAR UNIT, LR-B	UX010579	\$10,000	ACV	\$500
27	Scheduled Property	MMP 023	POLICE/FIRE	POLICE & FIRE EQUIPMENT - MISCELLANEOUS		\$10,000	ACV	\$250
28	Scheduled Property	MMP 023	UNAVAILABLE	1997 CANONDALE BICYCLE MT500	22097L5T18	\$890	ACV	\$100
29	Scheduled Property	MMP 023	UNAVAILABLE	CANONDALE BICYCLE MP500 GJBI-030203444	GL5T20145317	\$802	ACV	\$100

Totals for Contractors Equipmen \$1,649,242.00
 Totals for Fine Arts \$31,000.00
 Totals for Scheduled Property \$57,292.00

Please Verify Schedule, Endorse and Return

Name: _____

Title: _____

Signature: _____

Date: _____

PROPERTY COVERAGE

THIS ENDORSEMENT CHANGES THE CONTRACT - PLEASE READ IT CAREFULLY

SCHEDULE OF PROPERTY, VALUATION AND AGREED VALUE ENDORSEMENT

For valuable consideration, this endorsement is added to your Special Property Coverage Form MMP 001. This endorsement changes this contract effective on the inception date of the contract unless another date is indicated below.

(The following need to be completed only when this endorsement is issued subsequent to preparation of the contract.)

MIIA Property and Casualty Group, Inc. Contract No. WAR00118-04-12	Endorsement Effective On <u>07/01/12</u> (Date)
Named Insured Town of Warren	at 12:01 A.M. standard time at the Named Insured's Address

Authorized Representative Signature

It is understood and agreed that this contract is amended as follows:

- A. With respect only to the property listed with an Agreed Value in the Schedule of this endorsement, it is made a condition of this contract that the application of the Coinsurance Section in this contract is suspended in the determination of loss or damage caused by the covered Causes of Loss, occurring after the effective date of this endorsement and prior to 07/01/13 but in no event beyond the expiration date of this contract, and in lieu thereof the following Agreed Expiration Date

Value clause is made a part of the form during such period of suspension:

"We will not pay a greater proportion of the covered loss or damage under this contract than the proportion that the Amount of Insurance Per Occurrence shown in the Declarations bears to the amount produced by multiplying the Coinsurance Percentage shown in the Declarations by the total Agreed Value below."

- B. If the expiration date set forth in Section A is not extended by endorsement, the Coinsurance Section of this contract is automatically reinstated.
- C. The value of property covered under Coverage Extensions, and the cost of Debris Removal and Pollution Clean Up and Removal shall not be considered in the determination of replacement cost or actual cash value when applying any Coinsurance Percentage.

SCHEDULE OF PROPERTY, VALUATION AND AGREED VALUE

LOC. NO.	DESCRIPTION AND LOCATION OF PROPERTY	INSERT EITHER BLDG(S), PERS. PPTY. OR BLANKET BLDG. AND PERS. PPTY	VALUATION REPLACEMENT COST (RC) OR ACTUAL CASH VALUE (ACV)	INSERT EITHER REPLACEMENT COST OR ACTUAL CASH VALUE AGREED VALUE
1 - 12	As per Statement of Values on file with the group	Blanket Building and Personal Property	RC	\$17,435,059



Property & Casualty Endorsement Invoice

P.O. Box 5092
Boston, MA 02206-5092
1-800-374-4405

TO: Warren, Town of 48 High Street Warren, MA 01083	INVOICE NUMBER 201201183110 POLICY NUMBER WAR00118-12	INVOICE DATE 11/01/2012 INVOICE TOTAL \$0
POLICY INFORMATION		
Type of Policy: Group Pool Coverages Insurance Company: MIIA Property And Casualty Group, Inc. Policy Effective Date: 07/01/2012 Policy Expiration Date: 07/01/2013 Transaction: Endorsement Billing Transaction Date: 11/01/2012 Payment Due Date: 12/01/2012		
CHARGES		AMOUNT
1 Special Property Endorsement		\$0
MAKE CHECKS PAYABLE TO: MIIA Property And Casualty Group, Inc. SEND TO: P.O. Box 5092, Boston, MA 02206-5092		TOTAL \$0

PLEASE RETAIN ONE COPY FOR YOUR RECORDS AND RETURN THE OTHER WITH YOUR PAYMENT

RE 11/13/12 D
 AP

CONTRACT CHANGE NUMBER 1

THIS ENDORSEMENT CHANGES THE CONTRACT - PLEASE READ IT CAREFULLY

CONTRACT CHANGES

CONTRACT NUMBER WAR00118-04-12	CONTRACT CHANGES EFFECTIVE 08/07/2012	MIIA Property And Casualty Group, Inc.
NAMED INSURED Warren, Town of	COVERAGE AND PARTS AFFECTED Property	
CHANGES		
It is hereby understood and agreed to with return contribution waived, the following Scheduled Property Coverage has been deleted from the Special Property Supplement:		
Item #23, PANASONIC COPIER, #: DP1820E		
The following form has been amended: Dec 4c		
RETURN CONTRIBUTION WAIVED		



Authorized Representative's Signature

GEN 005
(Ed. 0789)

Includes copyrighted material of Insurance Services
Office, with its permission
Copyright Insurance Services Office, 1987



Property & Casualty Endorsement Invoice

P.O. Box 5092
Boston, MA 02206-5092
1-800-374-4405

TO: Warren, Town of 48 High Street Warren, MA 01083	INVOICE NUMBER 201201183110 POLICY NUMBER WAR00118-12	INVOICE DATE 11/01/2012 INVOICE TOTAL \$0
POLICY INFORMATION		
Type of Policy: Group Pool Coverages Insurance Company: MIIA Property And Casualty Group, Inc. Policy Effective Date: 07/01/2012 Policy Expiration Date: 07/01/2013 Transaction: Endorsement Billing Transaction Date: 11/01/2012 Payment Due Date: 12/01/2012		
CHARGES		AMOUNT
1 Special Property Endorsement		\$0
MAKE CHECKS PAYABLE TO: MIIA Property And Casualty Group, Inc. SEND TO: P.O. Box 5092, Boston, MA 02206-5092		TOTAL \$0

PLEASE RETAIN ONE COPY FOR YOUR RECORDS AND RETURN THE OTHER WITH YOUR PAYMENT

UMBRELLA/EXCESS LIABILITY

DECLARATIONS

CONTRACT # **WAR00118-05-12**

#1 MEMBER NAME AND ADDRESS:

**WARREN, TOWN OF
48 HIGH STREET
WARREN, MA 01083**

#2 CONTRACT PERIOD:

**FROM 07/01/2012 AT 12:01 AM STANDARD TIME
TO 07/01/2013 AT 12:00 AM STANDARD TIME
AT THE ADDRESS SHOWN ABOVE**

#3 SCHEDULE OF UMBRELLA/EXCESS COVERAGES:

Limits Of Insurance

In Excess of

(A) Single Limit Any One Occurrence

\$ 3,000,000

In Excess Of:

(1) The Applicable Limits Of Insurance For
The Underlying Insurance Specified In The
Attached Schedule "A"

\$ See Schedule A

Or

(2) Self-Insured Retention (Ultimate Net
Less Any One Occurrence Not Covered By
Underlying Insurance

\$10,000

Each Occurrence

(B) Aggregate Limit For Each Separate Annual
Period Of This Contract (Applicable For
Those Coverages Subject To An Aggregate
Limit Under The Underlying Insurance).

\$ 3,000,000

#4 FORMS AND ENDORSEMENTS ATTACHED TO THIS CONTRACT:

DEC 5, SCH A Pg.1 (0799), SCH A Pg.2 (0799), MUM 001 (0705), MUM 002 (0701),
MUM 003 (0704), MUM 005 (0796), MUM 021 (0702)

UMBRELLA/EXCESS LIABILITY SUPPLEMENT

MEMBER NAME: TOWN OF WARREN

CONTRACT # WAR00118-05-12

CONTRACT PERIOD: 07/01/2012 TO 07/01/2013

SCHEDULE A - SCHEDULE OF UNDERLYING COVERAGE OR INSURANCE

TYPE OF CONTRACT OR POLICY	APPLICABLE LIMITS	INSURER	CONTRACT NO. CONTRACT PERIOD
(A) AUTO LIABILITY		MIIA PROPERTY AND CASUALTY GROUP, INC.	# WAR00118-02-12 07/01/2012 TO 07/01/2013
	Bodily Injury and Property Damage Combined Single Limit Each Accident \$ 1,000,000		
(B) GENERAL LIABILITY		MIIA PROPERTY AND CASUALTY GROUP, INC.	# WAR00118-03-12 07/01/2012 TO 07/01/2013
	Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$1,000,000 Employee Benefit Injury Limit \$1,000,000 General Aggregate Limit (Other than Products-Completed Operations) \$3,000,000 Products-Completed Operations Aggregate Limit \$3,000,000		
(C) STANDARD WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		MIIA PROPERTY AND CASUALTY GROUP, INC.	# 12-217 07/01/2012 TO 07/01/2013
	Coverage B - Employers' Liability Bodily Injury by Accident Each Accident \$1,000,000 Bodily Injury by Disease Each Employee \$1,000,000 Bodily Injury by Disease Contract Limit \$1,000,000		

UMBRELLA/EXCESS LIABILITY SUPPLEMENT

MEMBER NAME: TOWN OF WARREN

CONTRACT # WAR00118-05-12

CONTRACT PERIOD: 07/01/2012 TO 07/01/2013

SCHEDULE A - SCHEDULE OF UNDERLYING COVERAGE OR INSURANCE

TYPE OF CONTRACT OR POLICY	APPLICABLE LIMITS	INSURER	CONTRACT NO. CONTRACT PERIOD
(D) LAW ENFORCEMENT LIABILITY		MIIA PROPERTY AND CASUALTY GROUP, INC.	# WAR00118-06-12 07/01/2012 TO 07/01/2013
Each Person:	\$1,000,000		
Each Occurrence:	\$1,000,000		
Annual Aggregate:	\$3,000,000		
(E) PUBLIC OFFICIALS LIABILITY		MIIA PROPERTY AND CASUALTY GROUP, INC.	# WAR00118-07-12 07/01/2012 TO 07/01/2013
Each Claim	\$1,000,000		
Annual Aggregate:	\$3,000,000		
(F) SCHOOL BOARD LIABILITY		NOT COVERED	
Each Claim			
Annual Aggregate:			

UMBRELLA AND EXCESS LIABILITY COVERAGE

THIS ENDORSEMENT CHANGES THE CONTRACT-PLEASE READ IT CAREFULLY

RETROACTIVE DATE - CLAIMS MADE COVERAGE

For valuable consideration, this endorsement is added to the Form(s) of this contract listed below, effective on the inception date of the contract unless another effective date is indicated below.

(The following need to be completed only when this endorsement is issued subsequent to preparation of the contract.)

MIA Property and Casualty Group, Inc. Contract No. WAR00118-05-12	Endorsement Effective on <u>07/01/12</u> (Date)
Named Insured Town of Warren	at 12:01 A.M. standard time at the Named Insured's Address

Authorized Representative Signature

It is hereby understood and agreed that the "retroactive date" in Form MUM 003 is 07/01/94.

LAW ENFORCEMENT LIABILITY

PUBLIC OFFICIALS LIABILITY

MIIA Property And Casualty Group, Inc.
One Winthrop Square
Boston, MA 02110

**PUBLIC OFFICIALS LIABILITY
COVERAGE**

THIS IS A CLAIMS MADE CONTRACT - PLEASE READ CAREFULLY

DECLARATIONS

CONTRACT # WAR00118-07-12

#1 MEMBER NAME AND ADDRESS:
WARREN, TOWN OF
48 HIGH STREET
WARREN, MA 01083

#2 CONTRACT PERIOD: **FROM 07/01/2012** AT 12:01 AM STANDARD TIME

 TO 07/01/2013 AT 12:00 AM STANDARD TIME
 AT THE ADDRESS SHOWN ABOVE

#3 SCHEDULE OF PUBLIC OFFICIALS LIABILITY COVERAGES:

	<u>Limits of Insurance</u>	<u>Deductible</u>
Each Claim	\$1,000,000	\$ 10,000
 Annual Aggregate Limit	 \$3,000,000	
 Back Wages Coverages Sub Limit as defined in MPO 009	 \$50,000	

Coverage does not apply to "wrongful acts" committed before the Retroactive Date below:

Retroactive Date: 07/01/1994

#4 FORMS AND ENDORSEMENTS ATTACHED TO THIS CONTRACT:
DEC 7, MPO 001 (0712), MPO 002 (0702), MPO 009 (0711)

PUBLIC OFFICIALS LIABILITY COVERAGE

PUBLIC OFFICIALS LIABILITY COVERAGE FORM

**THIS CONTRACT PROVIDES CLAIMS-MADE COVERAGE -
PLEASE READ THE ENTIRE FORM CAREFULLY**

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

Throughout this contract, the words "you" and "your" refer to the Member Named Insured shown in the Declarations.

The words "we", "us" and "our" refer to the MIIA Property and Casualty Group, Inc.

The word "insured" means any person or organization qualifying as such under WHO IS AN INSURED (SECTION II).

Other words and phrases that appear in quotation marks have special meaning. Refer to DEFINITIONS (SECTION VII).

SECTION I - COVERAGE

PUBLIC OFFICIALS LIABILITY

1. Coverage Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages resulting from "claims" against the insured by reason of "wrongful act(s)" to which this coverage applies. This coverage does not apply to "wrongful act(s)" which occurred or were committed before the Retroactive Date, if any, shown in the Declarations or which occur or are committed after the end of the contract period shown in the Declarations. We will have the right and duty to defend any "claim" or "suit" seeking those damages. However, we will have no duty to defend any "claim" or "suit" seeking damages to which this coverage does not apply. We may, at our discretion, investigate any "wrongful act" and, with your consent, settle any "claim" or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (SECTION III); and
- (2) Our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments or settlements.

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

We shall have the right, but no duty, to appeal any judgement, award or ruling entered against the insured, at our expense.

b. This coverage applies only if a "claim" for damages because of the "wrongful act" is first made against any insured during the contract period shown in the Declarations and a written

notice pursuant to Condition 4.b. or Condition 4.c. of PUBLIC OFFICIALS LIABILITY CONDITIONS (SECTION VI) is received by us during the contract period or within sixty (60) days thereafter.

- (1) A "claim" by a person or organization seeking damages will be deemed to have been made when notice of such "claim" is received and recorded by any insured or by us, whichever comes first.
- (2) All "claims" for damages by the same person or organization as a result of a "wrongful act(s)" will be deemed to have been made at the time the first of those "claims" is made against any insured.
- (3) All "claims" based on and arising out of the same "wrongful act" or a series of continuous or interrelated "wrongful acts" of one or more insureds shall be considered to be a single "claim" deemed to have been made at the time the first of those "claims" is made.

c. This coverage does not apply to "claims" that result from a series of continuous or interrelated "wrongful acts" if the first "wrongful act" in that series first occurred or was first committed before the Retroactive Date, if any, shown in the Declarations.

2. Exclusions

This coverage does not apply to any "claim" made against the insured:

- a. For any damages based upon or attributable to the insured gaining any profit, remuneration or financial advantage to which the insured is not legally entitled.
- b. For any damages brought about or contributed to by fraud, dishonesty or criminal act of the insured.

- c. For any damages arising out of the willful violation of any federal, state, or local statute, ordinance, rule or regulation committed by or with the knowledge and consent of any insured.
- d. For false arrest, detention or imprisonment, malicious prosecution, abuse of process, wrongful eviction, invasion of right of privacy, libel, slander, defamation or disparagement, or assault or battery.
- e. Arising out of the activities of any law enforcement agency or law enforcement personnel or the activities of any private security guard service or security guard personnel, including the operation of adult and juvenile detention facilities.
- f. As a result of strikes, riots or civil commotion.
- g. Based upon or arising out of any insured's:
 - (1) obligations under the Employee Retirement Income Security Act of 1974 (ERISA) or any regulations promulgated thereunder, including subsequent amendments or any similar provisions of federal, state or local law or regulation; or (2) administration of any "employee" benefit program or self-insurance fund.
- h. Based upon, arising out of, directly or indirectly, or in any way involving actual or alleged bodily injury (including sexual abuse and emotional distress), sickness, disease or death of any person, including rendering or failure to render Professional Services (even if unpaid), or damage to or destruction of any property, including diminution of value or loss of use thereof. Professional Services as used herein means any service by anyone engaged in the practice of medicine, including but not limited to, physicians, surgeons, osteopaths, chiropractors, anesthesiologists, dentists, psychiatrists, psychologists, nurses, paramedics, emergency medical technicians, first-aid attendants or pharmacists.
- i. For any obligation of the insured under any workers compensation, unemployment insurance, social security benefits, disability benefits or any similar law.
- j. Arising out of, directly or indirectly, resulting from, or in any way involving any fact, situation, circumstance, incident, event or "wrongful act":
 - (1) Underlying or alleged in any prior or pending litigation, any proceeding with the Massachusetts Commission Against Discrimination, any arbitration proceeding or any other alternative dispute resolution proceeding, of which any insured had received notice prior to the inception date of this contract.
 - (2) For which any insured is entitled to indemnity, payment on his or her behalf or defense by reason of having received or given notice of any fact, situation, circumstance, incident, event or "wrongful act" which might give rise to a "claim" under any contract, policy or policies, the term of which has expired prior to the inception date of this contract.
- (3) Of which, prior to the inception date of the first claims-made contract issued to you by us and continuously renewed, any insured knew or reasonably should have foreseen might give rise to a "claim" hereunder, whether or not it was disclosed to us prior to inception, and whether or not insurance was in effect when such fact, situation, circumstance, incident, event or "wrongful act" occurred or was committed.
- k. For "claims" or "suits", or the portions thereof, seeking relief or redress in any form other than monetary damages. Nor shall we have any obligation to pay on behalf of the insured any costs, fees including attorneys' fees, or expenses which the insured becomes legally obligated to pay as a result of such "claims" or "suits".
- l. Arising out of, or in any way connected with, the operation of the principles of eminent domain, adverse possession, dedication by adverse use, inverse condemnation or condemnation proceedings, by whatever name used.
- m. For any loss, cost, civil fine, penalty or expense against any insured arising from any complaint or enforcement action by any federal, state or local governmental regulatory agency or any civil penalty assessed by the Massachusetts Commission Against Discrimination.
- n. Based upon or attributable to any failure or omission of the Member Named Insured to purchase or maintain insurance of any kind.
- o. For back wages, overtime, future wages or similar "claims", even if designated as liquidated damages, under any federal, state or local statutes, rules, ordinances or regulations; or for "claims" arising out of collective bargaining agreements, negotiations or disputes.
- p. For any loss, cost or expense arising, in whole or in part, out of any of the following:
 - (1) The actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time;
 - (2) Any request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or
 - (3) Any "claim" or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating,

detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including, without limitation, smoke, vapor, soot, fumes, acids, alkalis, chemicals, lead, electro-magnetic radiation and waste. Waste includes, but is not limited to, materials to be recycled, reconditioned or reclaimed.

- q. For any loss, cost or expense arising out of, resulting from, caused or contributed to by asbestos or exposure to asbestos. This includes, but is not limited to, any costs for abatement, mitigation, removal or disposal of asbestos.

This exclusion also includes, but is not limited to:

- (1) Any supervision, instructions, recommendations, requests, warnings or advice given or which should have been given in connection with the above; and
 - (2) Any obligation to share damages with or repay someone else who must pay damages.
- r. For any loss, cost or expense directly or indirectly arising out of, resulting from or in any manner related to "fungal pathogens" or bacteria whether or not there is another cause of loss which may have contributed concurrently or in any sequence to such a loss, cost or expense.
 - s. With respect to insureds whose business is:
 - (1) Advertising, broadcasting, publishing, or telecasting;
 - (2) Designing or determining content of websites for others;
 - (3) An internet search, access, content, or service provider or consultant;
 - (4) Providing electronic mail services;
 - (5) Encryption software for use on the internet;for loss, cost or expense arising out of or related to the internet or the providing of internet services in their business.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing, or telecasting.

- t. Arising out of an electronic chatroom or bulletin board (other than an informational website) the insured hosts, owns, or over which the insured exercises control.
- u. Arising out of, or related to, any actual or alleged contractual liability under any procurement, construction, architectural or engineering, or

service contract, except to the extent the insured would have been liable in the absence of the contract.

- v. Directly or indirectly arising out of: (1) any debt financing, including but not limited to bonds, notes, debentures and guarantees of debt; (2) the formulation of tax rates, the collection of taxes and/or the disbursement of tax refunds; (3) investment of or failure to invest funds; (4) the destruction, theft, conversion, or disappearance of money, securities, or the loss of use thereof; (5) activities in any fiduciary capacity.
- w. Arising out of a publication or utterance in the course of or related to advertising, broadcasting, publishing or telecasting activities conducted as a business by you or on your behalf.

SUPPLEMENTARY PAYMENTS

We will pay, with respect to any "claim" we investigate or settle or any "suit" we defend:

1. All expenses we incur.
2. The cost of bonds to release attachments and appeal bonds required in any "suit" we defend, but only for bond amounts within the applicable Limit of Insurance. We do not have to furnish these bonds.
3. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "claim" or "suit", including actual loss of earnings up to \$ 250 a day because of time off from work. Such expenses do not include salaries of your officials or "employees".
4. All costs taxed against the insured in the "suit".
5. Pre-judgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any pre-judgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance.

These payments will not reduce the Limits of Insurance.

SECTION II - WHO IS AN INSURED

Each of the following is an insured:

1. You, the public entity named in Item #1 of the Declarations.
2. Your past, present, and future executive officers, other elected, appointed or employed officials, officially appointed members of commissions, committees, agencies, boards or other units operated under your jurisdiction and within an apportionment of your total operating budget, while acting within the scope of their duties as such.

3. Your "employees," but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.
4. Any person providing volunteer services for you at your request and operating under your direction and control, while performing duties related to the conduct of your business.
5. Any person providing services for you under mutual aid or similar agreements.
6. The estates, heirs, legal representatives, successors, or assigns of deceased persons who were insureds at the time of the "wrongful act(s)" upon which a "claim" is based and to which this coverage applies.
7. The legal representatives or assigns of the insureds in the event of their incompetency, insolvency or bankruptcy.
8. Your "In House Counsel". "In House Counsel" means any attorney duly licensed to practice law while employed and acting in the capacity of an attorney for you. "In House Counsel" shall also mean your employee who is supporting and acting under the supervision of and at the direction of an "In House Counsel". None of the above shall include any outside law firm(s) or individual attorney(s) employed, appointed, hired or otherwise retained by you.

Except for Item 8. as respects schools, none of the above, are insureds with respect to operations involving schools, airports, hospitals, nursing homes, housing authorities, port authorities, transit authorities, or gas or electric utility companies, unless specifically endorsed onto this contract.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. "Claims" made or "suits" brought; or
 - c. Persons or organizations making "claims" or bringing "suits".
2. The Annual Aggregate Limit is the most we will pay for all damages under this Public Officials Liability Coverage Form. In no event shall our Annual Aggregate Limit be increased for any Extended Reporting Period.
3. Subject to 2. above, the Each Claim Limit is the most we will pay for all damages arising out of any one "wrongful act" covered by this contract. "Claims" based on and arising out of the same "wrongful act" or a series of continuous or interrelated "wrongful acts" of one or more insureds shall be considered to be a single "claim" made at the time the first of those "claims" is made, subject to the Limits of Insurance in effect at that time.

The limits of this contract apply separately to each consecutive annual period and to any remaining period of

less than 12 months, starting with the beginning of the contract period shown in the Declarations, unless the contract period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

When the initial contract period is less than 12 months, the Limits of Insurance apply separately to that period, unless that contract is renewed, in which case that period will be deemed part of the next succeeding period.

SECTION IV - DEDUCTIBLE

1. Our obligation under SECTION I of this contract to pay damages on behalf of the insured applies only to the amount of damages in excess of any deductible amount stated in the Declarations.
2. The deductible amount stated in the Declarations, if any, applies to all damages sustained by any person or organization as the result of any one "claim". "Claims" based on or arising out of the same "wrongful act" or a series of continuous or interrelated "wrongful acts" of one or more insureds shall be considered a single "claim" made at the time the first of those "claims" is made, subject to the deductible in effect at that time.
3. Any deductible amount stated in the Declarations applies to each "claim" and includes loss payments and adjustment, investigative and legal fees and costs, whether or not loss payment is involved.
4. The terms of this coverage, including those with respect to:
 - a. Our right and duty to defend any "claims" or "suits" seeking damages; and
 - b. Your duties in the event of a potential or actual "wrongful act," "claim" or "suit";
 apply irrespective of the application of the deductible amount.
5. We may pay any part or all of the deductible amount to investigate or settle any "claim" or defend any "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.

SECTION V - EXTENDED REPORTING PERIODS - BASIC AND OPTIONAL SUPPLEMENT

1. We will provide a Basic Extended Reporting Period Endorsement, as described below, if:
 - a. This contract is cancelled or not renewed for any reason other than non-payment of any portion of contributions due us or failure to promptly pay any deductible amount when due; or
 - b. We renew or replace this contract with coverage that:
 - (1) Has a Retroactive Date later than the date shown in the Declarations of this contract; or

- (2) Does not apply on a claims-made basis.

A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the contract period and lasts for:

- a. Three years for "claims" arising out of a fact, situation, circumstance, incident or event reported to us, not later than sixty (60) days after the end of the contract period, in accordance with Condition 4.a. of PUBLIC OFFICIALS LIABILITY CONDITIONS (SECTION VI); or
- b. Sixty (60) days for all other "claims" not previously reported to us.

The Basic Extended Reporting Period does not apply to "claims" that are covered under any other insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such "claims".

2. We will provide a Supplemental Extended Reporting Period Endorsement, as described below, if:
 - a. We cancel or non-renew this contract for any reason other than non-payment of any portion of contributions due us or failure to promptly pay any deductible amount when due; or
 - b. We renew or replace this contract with coverage that:
 - (1) Has a Retroactive Date later than the date shown in the Declarations of this contract; or
 - (2) Does not apply on a claims-made basis.

A Supplemental Extended Reporting Period of up to three years is available, but only by an endorsement and for an additional contribution charge. This supplemental period starts sixty (60) days after the end of the contract period.

You must give us a written request for the endorsement within sixty (60) days after the end of the contract period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional contribution promptly when due.

We will determine the additional contribution in accordance with our rules and rates. In doing so, we may take into account the following:

- a. The exposures insured;
- b. Previous types and amounts of insurance;
- c. Limits of Insurance available under this contract for future payment of damages; and
- d. Other related factors.

The additional contribution for a one, two or three year Supplemental Extended Reporting Period will not exceed 50%, 75% or 87.5%, respectively, of the annual contribution for this contract.

This endorsement shall set forth the terms, not inconsistent with this Section, applicable to the Supplemental Extended Reporting Period, including a

provision to the effect that the coverage afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

3. Extended Reporting Periods do not extend the contract period or change the scope of coverage provided. They apply only to "claims" for "wrongful acts" that occur or are committed before the end of the contract period (but not before the Retroactive Date, if any, shown in the Declarations).

"Claims" for injury or damage which are first received and recorded during the Basic Extended Reporting Period (or during the Supplemental Extended Reporting Period, if it is in effect) will be deemed to have been made on the last day of the contract period.

Once in effect, Extended Reporting Periods may not be cancelled.

4. Extended Reporting Periods do not reinstate or increase the Limits of Insurance applicable to any "claim" to which this contract applies.

SECTION VI - PUBLIC OFFICIALS LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's successor will not relieve us of our obligations under this Coverage Form.

2. Consent to Settle

We will not settle any "claim" or "suit" without your consent.

However, if you refuse to consent to the settlement of such "claim" or "suit" after receiving our request for consent to settle, and you elect to contest such "claim" or "suit" and continue legal proceedings for such "claim" or "suit", then our liability to pay damages under this contract will be the lesser of the following:

- a. Up to and not to exceed the amount of the damages set forth in our request for consent to settle, or
- b. The Limits of Insurance.

Additionally, all further legal expenses, costs, and supplementary payments incurred by an insured, after the date of such refusal of the consent to settle, will be the responsibility of such insured.

3. Contributions

- a. We will compute all contributions for this Coverage in accordance with our applicable rules, rates, rating plans, contributions and minimum contributions.
- b. If this contract is issued for more than one year, the contribution for this coverage will be computed annually based on our rates or

contributions in effect at the beginning of each year of the contract.

- c. The estimated contribution for this Coverage is based on the exposures you told us you would have when this contract began. We will compute the final contribution due when we determine your actual exposures. The estimated total contribution will be credited against the final contribution due you and you will be billed for the balance, if any. If the estimated total contribution exceeds the final contribution due, you will get a refund.
- d. You must keep records of the information we need for contribution computation, and send us copies at such times as we may request.
- e. You are responsible for the payment of all contributions and will be the payee for any return contributions we pay.

4. Duties In The Event Of Potential Or Actual "Claim" Or "Suit"

- a. You, your executive officer(s) or "employee" authorized by you to give or receive notice of "claims" must see to it that we are notified, in writing, as soon as practicable after you, your executive officer(s) or "employee" authorized by you to give or receive notice of "claims" or any other involved insured becomes aware of any fact, situation, circumstance, incident or event which may result in a "claim" being made against you or any other insured alleging a "wrongful act". To the extent possible, notice should include:

- (1) A description of the fact, situation, circumstance, incident or event, including how, when and where it occurred;
- (2) The names and addresses of any potential insureds or claimants and any other involved persons and witnesses; and
- (3) The nature and extent of any damage arising or likely to arise out of the fact, situation, circumstance, incident or event.

Notice of such a fact, situation, circumstance, incident or event is not notice of a "claim," unless a "claim" is made pursuant to paragraph b. or paragraph c. below.

- b. If an insured receives written or oral notice from any person or organization of their intention to hold the insured responsible for any actual or alleged "wrongful act," the insured must immediately record the specifics and the date received and you, your executive officer(s) or "employee" authorized by you to give or receive notice of "claims" must see to it that we are notified of this information, in writing, as soon as practicable. Any "claims" made later arising from such "wrongful act" will be deemed to have been made at the time the insured first received such notice.

- c. If a "claim" is received by any insured, that insured, you, your executive officer(s) or "employee" authorized by you to give or receive notice of "claims" must:

- (1) Immediately record the specifics of the "claim" and the date received; and
- (2) Notify us promptly; and
- (3) See to it that we receive written notice of the "claim" as soon as practicable.

- d. You, your executive officer(s) or "employee" authorized by you to give or receive notice of "claims" and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this coverage may also apply.

- e. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

5. Legal Action Against Us

No person or organization has a right under this contract:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this contract unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this contract or that are in excess of the applicable Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

6. Other Insurance

- a. The coverage afforded by this contract is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance.

In the event of a "claim" against an individual insured arising out of his or her service as a director, officer or trustee of a legally constituted not-for-profit organization or "claim" against an

"employee" leased to you by a labor leasing firm, this coverage shall be excess of any indemnification provided by, and any insurance provided to, such organization or labor leasing firm.

When this coverage is primary and the insured has other insurance which is stated or found to be applicable to the loss on an excess or contingent basis, the amount of our liability under this contract shall not be reduced by the existence of such other insurance.

When this coverage is excess, we will have no duty to defend any "claim" or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this coverage is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this coverage; and
 - (2) The total of all deductible and self-insured amounts under all such other insurance.
- b. When both this coverage and other insurance apply to the loss on the same basis, whether primary, excess or contingent, we shall not be liable under this contract for a greater proportion of the loss than that stated in the applicable Method of Sharing provision below:
- c. Method of Sharing
- (1) If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this method each insurer contributes equal amounts until it has paid its applicable Limit of Insurance or none of the loss remains, whichever comes first.
 - (2) If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable Limit of Insurance to the total applicable Limits of Insurance of all insurers.

7. Public Entity Authorization Clause

By acceptance of this contract, you agree to act on behalf of each insured with respect to completion of the Application in the solicitation of this coverage, the giving and receiving of notice of cancellation, acceptance of endorsements, the payment of contributions or deductible amounts that may become due under this contract, and the selection of Supplemental Extended Reporting Period. Each insured agrees that you shall act on their behalf.

8. Representations

By accepting this contract, you agree that:

- a. The statements in the Application (and attachments thereto) completed in solicitation of this coverage and the Declarations are made a part of this contract as though set forth in full herein; and
- b. Those statements:
 - (1) Are accurate and complete;
 - (2) Are deemed material; and
 - (3) Have been relied upon by us in the issuance of this contract.

9. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Form to you, this coverage applies:

- a. As if each Member Named Insured were the only Member Named Insured; and
- b. Separately to each insured against whom "claim" is made or "suit" is brought.

10. Territory

This coverage applies to a "claim" because of a "wrongful act(s)" that occur or are committed anywhere in the world, provided that the claim is made and "suit" is brought in the United States of America (including its territories and possessions), or Puerto Rico.

11. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this contract, those rights are transferred to us. The insured must do nothing after any "wrongful act" to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

SECTION VII - DEFINITIONS

1. "Administrative hearing" is any non-judicial proceeding of a local, state and/or federal agency, other than the commencement of a proceeding with the Massachusetts Commission Against Discrimination, an arbitration proceeding or any other alternative dispute resolution proceeding.
2. "Claim" means a demand or notice for monetary or non-monetary relief, including summons, pleadings or legal documents filed or served in connection with a "suit," or notice of the commencement of a proceeding with the Massachusetts Commission Against Discrimination, an arbitration proceeding or any other alternative dispute resolution proceeding, in connection with alleged damages because of "wrongful act(s)" by any insured to which this coverage applies. But "claim" does not mean any "administrative hearing", or any action, proceeding,

matter or "suit", based upon or arising out of or in any way related to a labor, grievance, and/or disciplinary dispute, arbitration or proceeding, including but not limited to one subject to a collective bargaining agreement.

3. "Employee" means any compensated or non-compensated employee, including volunteer workers and student teachers teaching as part of their educational requirements, so long as such a person is considered a "public employee" as defined by Massachusetts General Laws ch. 258. "Employee" includes a "temporary worker", but does not include a "leased worker". The term volunteer worker includes volunteer or call firefighter or police officer.
4. Fungal pathogens", as used herein, shall mean any mold, fungus, mildew and any mycotoxins, spores, scents or byproducts or type of infestation produced by such mold, fungus, wet or dry rot or mildew.
5. "Suit" means a civil proceeding in which damages because of "wrongful act(s)" to which this coverage applies are alleged. "Suit" includes:
 - a. A proceeding with the Massachusetts Commission Against Discrimination or an arbitration proceeding in which damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
6. "Leased worker" means a person leased to you by a labor leasing firm, under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
7. "Temporary worker" means a person who is a substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
8. "Wrongful act" means any actual or alleged error, misstatement, misleading statement, act or omission, neglect or breach of duty, or any actual or alleged violation of civil rights, by an insured, individually or collectively, while acting within the scope of his or her duties as your executive officer(s), public official, officially appointed commission, committee, agency or board member, "employee" or volunteer worker, or while performing duties related to the conduct of your business.

SCHOOL BOARD LIABILITY

**THIS COVERAGE IS NOT CURRENTLY BEING
PROVIDED BY MIA OR
CABOT RISK STRATEGIES**

**PLEASE CONTACT YOUR
ACCOUNT REPRESENTATIVE
IF YOU HAVE ANY QUESTIONS**

WORKERS COMPENSATION

DECLARATIONS

CONTRACT # 12-217

#1 MEMBER NAME AND ADDRESS:

**WARREN, TOWN OF
48 HIGH STREET
WARREN, MA 01083**

#2 CONTRACT PERIOD:

**FROM 07/01/2012 TO 07/01/2013
AT 12:01 AM STANDARD TIME
AT THE ADDRESS SHOWN ABOVE**

#3 SCHEDULE OF COVERAGES:

A. Workers Compensation Coverage: Part One of the contract applies to the Workers Compensation Law of the Commonwealth of Massachusetts.

B. Employer's Liability Coverage: Part Two of the contract applies to work in the Commonwealth of Massachusetts. The limits of our liability under Part Two are:

Bodily Injury by Accident	\$1,000,000	Each Accident
Bodily Injury by Disease	\$1,000,000	Contract Limit
Bodily Injury by Disease	\$1,000,000	Each Employee

Note: Contribution: The Contribution for this contract will be determined by our Manuals of Rules, Classifications, Rates, and Rating Plans. All information on the extension of information page is subject to verification and change by audit.

#4 FORMS AND ENDORSEMENTS ATTACHED TO THIS CONTRACT:

DEC 9, MWC 001 (0799), MWC 002 (0799), MWC 003 (0704)