

THE RICHARDS LIBRARY



Board of Trustees Meeting Agenda

Tuesday, May 7, 2024 @ 10:00 AM

In the Jeffrey M. Levine Community Room

- I Call to Order and Roll Call of Members
- II Consent Agenda
 - Approval of Mtg. Agenda
 - Approval of Prior Mtg. Minutes
 - Treasurer's Report: Financials
- III Period of Public Expression: 15 minutes total for comments
- IV Correspondence: *donations in memoriam of Barbara Nissen, Barlow Research Associates*
- V Director's Report: *see attached*
- VI Committee Reports
 - a. Personnel: *Sexual Harassment Prevention Training for Trustees & Staff*
 - b. Budget & Finance: *n/a*
 - c. Building & Grounds: *n/a*
 - d. Ad Hoc: *n/a*
 - e. Outreach: *John*
 - f. Policy: *n/a*
- VII Old Business
 - 2023 End of Year Financial Statements and #990 tax return form – *signed & submitted*
 - Joint Automation - Schenectady County Public Library Withdrawal (Central and 8 branches) – *no new updates*
- VIII New Business
 - 2023 Report to Our Community and Report from Director – *review and approve*
 - Barrier Free Elevators – *quote to perform CAT 5 Rupture Valve Test*
 - Carpenter & Associates Insuring Agency – *mailed renewal of Commercial Package policy written with Erie Insurance Group. Any questions to send back?*
 - Directional Sign Package – *any additional notes or questions?*
- IX Other Business
 - Town Board Meetings
 - o Report from Mary for Thurman meeting (4/18 @ 4:30p).
 - o Need volunteer for Warrensburg meeting (5/8 @ 7:00p).
 - o Need volunteer for WCSD BOE meeting (6/10 @ 6:00p).
 - Reminder WCSD Election on Budget and Propositions, Tuesday, May 21, from 12-8PM outside the High School Gymnasium
- X Period of Public Expression: 15 minutes total for comments
- XI Next Committee Workshop: **Wednesday, May 22 @ 11:00AM with Paul Mays in Comm. Room**
- XII Next Board Meeting: Tuesday, June 4, 2024 @ 10:00 AM
- XIII Adjournment

**The Richards Library
Board of Trustees Meeting Minutes
Tuesday, April 9, 2024**

Present: John Schroeter, Sarah Gebbie-Measeck, Susan Matzner, Esther McTague, Becky Lawler, Danielle Robichaud, Mary Beadnell, and Shelby Burkhardt, Library Director

Excused: Gina Colburn

Meeting called to order at 10:05am

Consent agenda approved. Motion made by John, seconded by Danielle and approved by board.

Period Of Public Expression:

Discussed the article on the proposed tax levy increase request published in The Sun Community News on April 3. The article started with the amount of the requested increase and then detailed how the request was to cover costs. Board members agreed that the article was fair.

Sarah talked about what was new in the new 2023 Trustee Handbook. There are more toolkits, more information about inclusion and diversity.

Correspondence:

- The SALS Annual Trustee Meeting will be held on May 20 at Fort William Henry Hotel and Conference Center in Lake George. Sarah, John, and Shelby will be representatives for The Richards Library at the dinner.

Director's report:

- Received grant for the Seed Library
- Received a donation of fabric, knitting needles and crochet hooks from the Presbyterian craft group. Thank you note sent.
- Received an extension for the 2023 SALS Construction Grant final report.
- Community Room has been used by Girl Scouts and private meetings
- March Programs were discussed
- Upcoming programs for April were discussed
- Statistics for the month were presented

Committee Reports:

- Personnel Committee: n/a
- Ad Hoc: n/a
- Budget and Finance: n/a
- Building and Grounds: n/a
- Outreach: nothing new at Countryside.
- Policy: n/a

Old Business

- 2024 NYS Annual Report was approved by DLD. The next step is to go to IMLS in July for Public Library Survey data collection.

New Business

- 2023 End of Year Financial Statement and 990 tax return form were approved by the board following a motion by Susan and seconded by John. Approved by board.
- Joint Automation – Schenectady County Public Library, and its eight branches, are withdrawing from Joint Automation (JA), effective end of August 2024. This will impact the ability to request books or other items from Schenectady County libraries. Transition details will be shared as available.

Other Business:

- Town Board Meetings
 - Sarah attended the March 11 WCSD BOE meeting. She presented to the BOE the proposition to place on the ballot at the WCSD vote in May. The proposition is to increase the tax levy funds collected by the school district, via property taxes, that are then given to the library and used as operating funds. (Copy of proposition can be found in a letter addressed to WCSD BOE and Superintendent in the February 2024 Board Meeting Packet.)
 - Mary will attend the April Thurman Town Meeting on the 18th.
 - Need a volunteer to attend the Warrensburg Town Meeting on May 8.

Public Expression: none

Next Board Meeting set for May 7, 2024 at 10:00am

Sexual Harassment Prevention Training will be held on Tuesday, April 16, 2024 at 9:00am

A motion to adjourn was made to by John, seconded by Mary, and approved by the board. Adjourned at 10:55am.

Approved by The Richards Library Board of Trustees on

Richards Library
Monthly Statement of Revenues & Expenses
April 2024

Accrual Basis

	<u>Apr 24</u>
Ordinary Income/Expense	
Income	
OPERATING RECEIPTS	182
NON-OPERATING RECEIPTS	100
	<u>282</u>
Total Income	282
Expense	
OPERATING EXPENSES	2,776
PAYROLL, WAGES, BENEFITS & EXPE	11,827
COLLECTION & OTHER CAPITAL EXPE	70
	<u>14,673</u>
Total Expense	14,673
Net Ordinary Income	-14,391
Other Income/Expense	
Other Expense	
DESIGNATED FUNDS EXPENDED	376
	<u>376</u>
Total Other Expense	376
Net Other Income	-376
Net Income	<u><u>-14,768</u></u>

Richards Library Monthly Funds Activity Report

April 2024

Accrual Basis

Type	Date	Num	Name	Memo	Debit	Credit
GFNB #-6131 -Operat & DF						
12.39a · Operating Account - GFNB						
Bill Pmt -Check	04/02/2024	6779	BAKER & TAYLOR	BOOKS & AUDIOBOOK		857.37
Bill Pmt -Check	04/02/2024	6780	BRALEY & NOXON	TROWEL & POLY		5.78
Bill Pmt -Check	04/02/2024	6781	CHS WEALTH MANAGEMENT & CPA's LLC	2023 ANNUAL FINANCIAL & TAX PREP		5,495.00
Bill Pmt -Check	04/02/2024	6782	NORTHERN MECHANICAL SERVICES	OIL PUMP REPLACEMENT		1,897.00
Bill Pmt -Check	04/02/2024	6783	WARRENSBURG WATER DISTRICT	1st QTR 2024		48.75
General Journal	04/05/2024	PAYROLL		-MULTIPLE-		5,908.25
Deposit	04/07/2024			Deposit	34.00	
Check	04/11/2024	A/W	SPECTRUM ENTERPRISE #142279801	3/25/24-4/24/24		96.93
Bill Pmt -Check	04/11/2024	6784	PATRICE JARVIS-WEBER	4/2/24 PAINT WITH PATRICE PROGRAMMING		225.00
Bill Pmt -Check	04/11/2024	6785	SOUTHERN ADIRONDACK LIBRARY SYSTEM	MARCH 2024 AUTOMATION FEES		414.92
Check	04/12/2024	A/W	VERIZON	3/22/24-4/21/24		34.48
Deposit	04/14/2024			Deposit	30.00	
Check	04/15/2024	A/W	SPECTRUM ENTERPRISE #143161701	4/4/24-5/3/24		129.98
Bill Pmt -Check	04/16/2024	6786	BROAD REACH	BOOKS		682.91
Bill Pmt -Check	04/16/2024	6787	LOOKOUT BOOKS	BOOKS		392.01
Bill Pmt -Check	04/16/2024	6788	NATIONAL BUSINESS TECHNOLOGIES*	4/9/24-5/8/24 + OVERAGE		64.96
Check	04/16/2024	6789	COMMERCE BANK	#--1705		565.41
General Journal	04/19/2024	PAYROLL		-MULTIPLE-		5,754.55
Deposit	04/21/2024			Deposit	24.00	
Bill Pmt -Check	04/23/2024	6790	CINTAS	JANITORIAL		59.27
Bill Pmt -Check	04/23/2024	6791	EAST WEST BOOKS			349.81
Check	04/23/2024	6792	LAWLER, BECKY	SPECIAL ACCOUNT 3-PART DEPOSIT SLIPS		117.00
Deposit	04/28/2024			Deposit	94.00	
Bill Pmt -Check	04/30/2024	6793	ERIE INSURANCE COMPANY	5/14/24-5/14/25 RENEWAL		7,075.18
Bill Pmt -Check	04/30/2024	6794	WILLOW LANE EDUCATION			228.55
Total 12.39a · Operating Account - GFNB					182.00	30,403.11
12.39c · OATS Grant Funds						
General Journal	04/05/2024	OATS P/R		-MULTIPLE-		376.21
Total 12.39c · OATS Grant Funds					0.00	376.21
Total GFNB #-6131 -Operat & DF					182.00	30,779.32
RESTRICTED FUNDS						
TEMPORARY - RESTRICTED BY BOARD						
Special Acc't #5976 - GFNB						
In Memory - Barbara Nissen						
Deposit	04/30/2024			Deposit	50.00	
Total In Memory - Barbara Nissen					50.00	0.00
Brick Donation Funds						
Deposit	04/28/2024			Deposit	50.00	
Total Brick Donation Funds					50.00	0.00
Total Special Acc't #5976 - GFNB					100.00	0.00
Total TEMPORARY - RESTRICTED BY BOARD					100.00	0.00
Total RESTRICTED FUNDS					100.00	0.00
TOTAL					282.00	30,779.32

THE RICHARDS LIBRARY



Director's Report

May 3, 2024

- Closed Thurs, April 4 due to snow – *tree on front lawn, Lib. Ave. side, damaged during storm, broken branches cleaned up by town worker on April 5.*
- American Robin pecking at reflection in addition windows – *covered with paper to reduce reflections, seems to have stopped*
- Created an incident report form which was shared with staff – *incident occurred after STEM program on April 19, report filed and security footage saved. Later received a call praising staff for their handling of the incident on April 19.*
- Sexual Harassment Prevention Training completed in Community Room for Trustees and Staff on April 16 – *library opened after at 11AM*
- Girl Scout Troop made a sign for the Seed Library
- In the Zone
 - April 11 – *first thru third graders, pirate books and browsing*
 - April 25 – *first thru fourth graders, Adirondack Kids chapters reading and birding/outdoor kits*
- Phone call with Paul Mays – *in-person meeting May 22 at 11:00AM in Community Room, “Getting Back on Track Meeting”, need to prep feedback/questions about Stakeholder meeting summary, will discuss presentation from 2023 at meeting*
- Emailed Ed Ostberg – *will have in-person meeting likely at end of month or start of June to finalize wayfinding signage package prior to ordering supplies, may need to submit extension for final report to NYS, TBD*
- RSVP sent to SALS for Annual Meeting on May 20
- Community Room: Girl Scouts, CSCA – *Central States Communication Association*
- April Programs:
 - Painting w/Patrice – *Springtime, Lake George*
 - The Richards Library Book Club – *recent boost in members (12)*
 - Total Eclipse Program – *eclipse viewers*
 - Read at Small Tales – *received a call thanking me for sharing books with the kids*
 - Sewing with Sarah – *getting busier*
 - Homeschool Meet-up
 - Lego Day – *2 sessions*
 - OATS Lecture – *Choosing a new computer*
 - Planning and Starting Your Garden Workshop
 - Pollinators and Native Plants Workshop
 - Medicare Presentation – *helpful, but low attendance*
 - STEM: Homemade Bottle Rockets – *side note, baking soda and vinegar kills grass*

Upcoming Events & Programs

** Events can be found on The Richards Library website, our Facebook page, or at the Library. **

- See programming calendar and event flyers attached

Statistics for the Year

See attached *2024 Monthly Statistics*.

- Increases in adult and juvenile attendance due to eclipse program and viewer pick ups and hosting In the Zone.
- Increase in attendance from 5-7PM: April (41), March (24), February (24), and January (9) – *recorded internally, not on 2024 Monthly Statistics*

Respectfully submitted,

Shelby Burkhardt

Library Director

Library Incident Report

Date and Time:

Location:

Security footage saved to flash drive in safe?

Name of Patron(s) involved:

Details of incident:

Action(s) taken:

Additional notes:

Report completed by:

THE RICHARDS LIBRARY UPCOMING EVENTS & PROGRAMS MAY 2024

SUN	MON	TUE	WED	THU	FRI	SAT
Poetry machine in the Adult room all this month. Come get a poem!			1 Story time & activity @ 10:00a	2 Origami Days, Thursdays, 3:00- 6:30p TRL Book Club @ 4:00p	3	4
5 	6	7 TRL Board Meeting @ 10:00a OATS: Connecting to the Internet @ 2:00p	8	9 Riverkeeper Presentation, 11:00a-12:00p OATS: Streaming & Smart TVs @ 2:00p	10	11
12 Stop by our new seed library! Mondays 10a-12p Thursdays 4-6p Fridays 10a-12p or by appointment	13	14 OATS: Introduction to Hosting Zoom @ 2:00p	15 Homeschool meet-up @ 10:00a Story time & activity @ 2:00p	16 Sewing with Sarah, 5:00-6:30p	17 OATS: Drones @ 2:00p	18
19 	20	21 OATS: Cloud Storage @ 2:00p	22 Story time & activity @ 10:00a	23 OATS: Shopping on Amazon @ 2:00p Film: Kung Fu Panda @ 3:15p	24 Film: Kung Fu Panda 2 @ 3:15p	25 Cut-up Poetry Workshop, 9:30-11:30a
26 	27 Closed for Memorial Day	28 OATS: Chrome Essentials Course @ 2:00p Film: Kung Fu Panda 3 @ 3:15p	29 Story time & activity @ 2:00p	30 OATS: Chrome Essentials Course @ 2:00p	31	

- *Origami Days* in the YA Room, for any ages, self guided.
- Riverkeeper Presentation to find volunteers to help sample the Hudson River, see flyer for details.
- *OATS Classes* are tech classes for seniors. Offered thru June. Check out flyers on Facebook or at the library.
- *OATS: Chrome Essentials*, 5 week Course, meets twice a week, 5/28 - 6/27. **Limited to 6 participants, pre-registration required.**
- *Story time & activity* will focus on children ages 3-5. Other ages welcome. Start time varies. Child supervision required.
- *Sewing with Sarah*, hands on help with sewing projects. See flyer for more info.
- For the *Films*, bring water and comfy blankets for sitting. Popcorn provided!
- *Cut-up Poetry Workshop* will be led by Adirondack Center for Writing - also provided the poetry machine.

To pre-register for programs, contact the Circulation Desk at 518-623-3011.



Need some tech help???

**Come see Logan at
The Richards Library
Tuesdays and Thursdays
from 3:15-6:30PM**

Walk-in Service

**First come, first served
20-30 minute sessions**

Questions? Call us at (518) 623-3011.

Get help with:

- Sending Emails and Attachments
- Printing Documents and Pictures
- Microsoft Office (Word, Excel, Powerpoint, etc.)
- Basic Internet Searching/Browsing
- Navigating the Desktop (Folders, Files and Programs)
- Device updates
- USB Devices (Flash drives, External Drives, Phones)
- Apps and Programs (Libby, Zoom, etc.)
- And much more! Just come ask!





FREE Technology Classes!

The Richards Library is partnering with Senior Planet from AARP to help older adults use technology to learn new skills, save money, get in shape, and make new friends.

Classes are hosted in the Jeffrey M. Levine Community Room at the Richards Library in Warrensburg, NY, and are intended for adults 60 and over.

Upcoming Topics:

May 7 - Connecting to the Internet @ 2PM

May 9 - Streaming and Smart TVs @ 2PM

May 14 - Introduction to Hosting on Zoom @ 2PM

May 17 – Drones @ 2PM

May 21 - Cloud Storage @ 2PM

May 23 - Shopping on Amazon @ 2PM

May 28 - Jun 27 (Tuesdays and Thursdays) – Chrome Essentials 5 Week Course @ 2PM

Sign Up Today!

Call: [518] 623-3011

Email: Ikeith@sals.edu



THE RICHARDS LIBRARY SEED LIBRARY

A seed library is a collection of seeds meant to be lent or shared with others. Are you interested in gardening, but don't know where to start? We have partnered with Cornell Cooperative Extension Master Gardeners to run free workshops that will guide a novice or experienced gardener through the growing season. A repurposed card catalogue contains the seed varieties we have this season. People may choose up to five seed varieties a month. You do not need to be a library card holder to take seeds or attend workshops.

All ages are welcome and multi-generational learning is encouraged!

2024 WORKSHOPS LED BY MASTER GARDENERS

1. March 21, 5-6:30PM, Starting Seeds Indoors
2. April 18, 5-6:30PM, Planning and Starting Your Garden
3. April 24, 1-2:00PM, Native Plants & Pollinators and General Growing Q&A
4. June 13, 5-6:30PM, Container Gardening and How to Use What You Harvest
5. July TBD, Summer into Fall Gardens/Best Planting Practices
6. August TBD, Saving Seeds: Wet and Dry Collection Methods
7. September TBD, How to Use What You Harvest and Seed Recollection Q&A
8. October TBD, Return Seeds to Library and Community Seed Swap

****Details for returning seeds to the library will be shared later in the season!**



SEED LIBRARY HOURS

April 1 to June 7

Monday & Friday 10am-noon,

Thursday 4pm-6pm,

And by appointment.

Seed library hours may
change after June 7, TBD.



SEED VARIETIES

Marketmore '76 Cucumber, Black Beauty Zucchini, Bloomsdale Spinach, Sugarann Peas, Dwarf Siberian Kale, Green Sprouting Broccoli, Maxibel Green Beans, Black Seeded Simpson Lettuce, Lettuce Mixes, Genovese Basil, Gigante d'Italia Parsley, Mammoth Long Island Dill, Lemon Balm, and Northeast Wildflower Mix.

****Staff or Master Gardeners will assist people during Seed Library hours with getting seeds and informational handouts.**





HOMESCHOOL MEET-UP

**WEDNESDAY, MAY 15
THURSDAY, JUNE 20
AT 10:00AM**

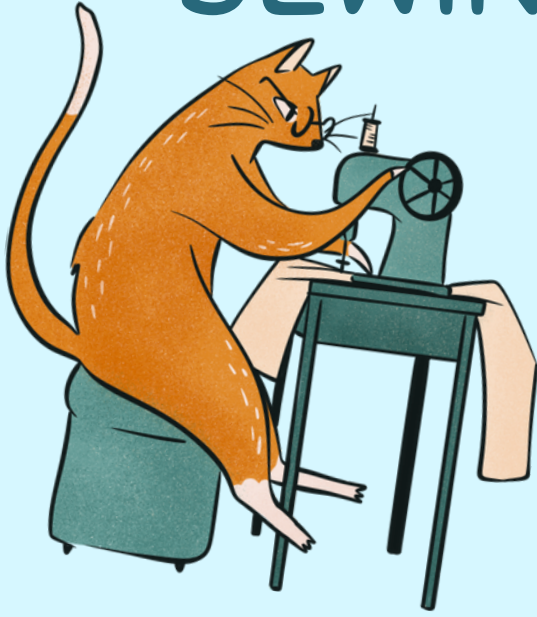
**AT THE RICHARDS LIBRARY
IN WARRENSBURG, NY
IN THE JEFFREY M. LEVINE COMMUNITY ROOM**

This is an opportunity for homeschooling families in the Southern Adirondacks, and surrounding areas, to meet in person, socialize, offer support, etc. For all ages - infant to high school.

Led by local homeschooling parent, Jennifer. There will be more dates going forward. Please share with homeschooling families in the area!

Have questions? Contact the Library at 518-623-3011 or Jennifer at merry.bierman@gmail.com

SEWING WITH SARAH



IN THE JEFFREY M. LEVINE
COMMUNITY ROOM

@THE RICHARDS LIBRARY

THURSDAY, MAY 16, 5:00-6:30PM

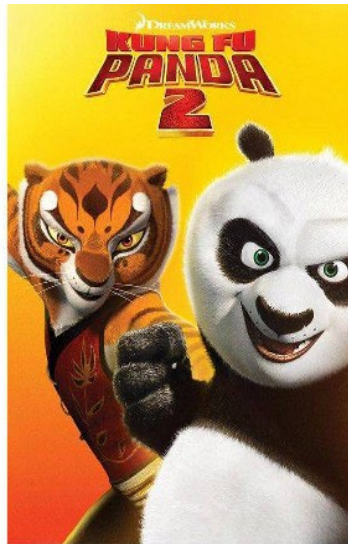
OR COME TO THE WARRENSBURG REPAIR CAFE
ON SATURDAY, JUNE 8, 9:30-11:30AM
(SEE FLYER FOR MORE DETAILS)

Join Sarah of Seamingly Sarah, to learn the basics of a sewing machine. Use the one provided or bring your own. Sarah has over 20 years of experience sewing quilts, mending clothes, sewing clothes and toys. She will offer hands-on help with basic troubleshooting. This is not a presentation, but a drop-in time for people with questions about projects with sewing machines.

Sewing with Sarah will be offered on a regular basis, schedule variable. Stay tuned for future dates!



Movie Marathon at The Richards Library



Join us on May 23, 24, and 28 at 3:15 PM for a movie marathon!

We will be showing Kung-Fu Panda 1, 2 and 3!

Bring water and comfy blankets for sitting, popcorn will be provided!





Cut-Up Poetry Workshop

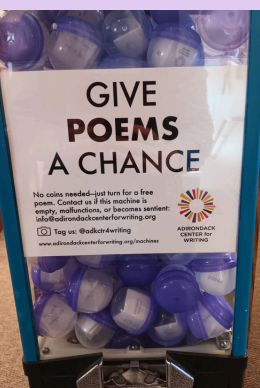
**Saturday, May 25, 9:30-11:30A
at The Richards Library in Warrensburg**

Join Visiting Writer Erin Dorney from the Adirondack Center for Writing to learn more about ACW's Poetry Machine—the kind you might spend two quarters to get a bouncy ball, sticky hand, or small plastic alien from in the vestibule of a convenience store. With ACW's repurposed machine, you can get your very own poem for free—no quarters necessary.

After checking out the machine (yes, it will be there in person!), Dorney will teach a FREE workshop on cut-up poetry, where text from discarded books, magazines, and newspapers is physically cut up and rearranged to create a poem. Think collage—but with words! Participants will make cut-up poems and fold them to put inside the machine and be shared with readers across the Adirondack region.

All supplies provided. No writing experience required.
For all ages old enough to use scissors and glue.

**ACW'S Poetry Machine will be at The Richards
Library for the month of May - located in the
Adult Room. Program supported by The
Richards Library and Discover Warrensburg!
Museum of Local History**



2024 Monthly Statistics

Month	Att Adult	Att Juv	Comp Use Ad	Comp Use Juv	Circ.	Ref	Holds Placed	Holds Sat	Items W/D	Items Acc	WiFi Conn
January	645	126	83	28	1504	9	494	500	10	93	133
February	739	178	106	26	1621	16	441	363	6	113	167
March	759	156	113	23	1470	14	435	442	13	106	237
April	797	212	112	28	1471	32	500	462	4	137	245
May											
June											
July											
August											
September											
October											
November											
December											
2024 TOTALS	2940	672	414	105	6066	71	1870	1767	33	449	782
	O/A Att 3612		O/A Comp 519		O/A Circ. 6066						



Richards Library

2023 REPORT TO OUR COMMUNITY

9,652
VISITORS



Wifi



2,967

TIMES ACCESSED

eBook



1,743

DOWNLOADS

HOW WE GOT IT DONE

IN 2023

Chess Homeschool Countryside
Origami Birding Summer Reading
Films YA Room Sign Language
Archive Community Room
STEM Audiobooks
Farmers' Market Lego Food for Fines
Constellation Sewing Tech Classes
Reduced Fees Puzzles

More

Card Holders



1,499

Flip over for full

"Report from the Director"



Programs



70

PROGRAMS

525

ATTENDANCE

14,656



Items
Borrowed

41,261

Items in the Collections



Report from the Director

2023 - A year of moving stuff around and adding more resources.

We completed reorganizing and developing the YA Room, in which we added a Community Puzzle Corner (no library card needed to borrow) and shelf for our "Library of Things". So far there is a birding pack; 2 outdoor exploration packs; expansion plant, animal, and constellation guides; and additional books to enhance learning - all available for check out!

We expanded our children's holiday section to include more cultures, and added sign language flashcards and other resources in the children's non-fiction section (library use only). We moved the adult reference materials to make more space for large type books.

We had an increase in sign-ups for the Summer Reading Program, went to 5 of 6 Riverside Farmers' Market Festivals, brought books to Countryside twice a month, hosted film afternoons in the Community Room, held various STEM programs with Logan, made Gnome ornaments during Christmas in Warrensburgh, and our annual Food for Fines donation to the Presbyterian Food Pantry.

We reduced copy and fax prices at start of year, and removed or reduced library fines at the end. There has been increased use of the Community Room, which is free to use outside of library programs.

Thanks to a past bequeathment, we were able to have paintings cleaned or refurbished and then hung in the Adult Room.

We have continued organization and accessioning of our "artifacts", and changed what is in the display cases.

There are still new weekly take home crafts, and we started new programs:

- Sewing with Sarah,
- Homeschool Meet-up,
- Back to School Supplies Drive,
- OATS tech classes from AARP,
- Chess/Lego/Origami Days.

We were fortunate to receive donations from Jeffrey Levine towards our Community Room (named in his honor), bequeathments from past community members, a Birding Pack from the Southern Adirondack Audubon Society, a Jazz II sewing machine, and so many audiobooks.



10B Holden Avenue | Queensbury, New York 12804
518-798-5180 | info@barrierfreeelevators.com | www.barrierfreeelevators.com

RECIPIENT:

(SMA) Richards Library
36 Elm Street
Warrensburg, New York 12885

Quote #285	
Sent on	Apr 25, 2024
Total	\$1,818.00

Product/Service	Description	Qty.	Unit Price	Total
Inspection Report	Provide labor to address Assured Elevator inspection report dated 11/14/23: -Perform CAT 5 Rupture Valve Test.	3	\$606.00	\$1,818.00

Questions - Please contact Shari Solghan at 518-470-1651.
This quote is valid for the next 30 days, after which values may be subject to change.

Total	\$1,818.00
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ASSURED ELEVATOR, LLC CODE INSPECTION SERVICES

Checklist and Report for Inspection of Hydraulic Elevators

Notes

(a) OK = Meets Requirements; NG = Insert number to identify comment on back of this checklist; NA = Not applicable

Address:

- ☐ Annual Inspection and Testing
☐ Periodic Inspection (Six Month)
☐ Acceptance Inspection and Test

Code Edition:

Inspected By: Harry Horton

- ☐ Passenger Rated Load:
☐ Freight Speed:

Signature:  Date:

QEI No.: E-1245

Certifying Organization: QEITF

	OK	NG	NA
1 ELEVATOR INSIDE OF CAR			
1.1 Door Reopening Device.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.2 Stop Switches.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.3 Operating Control Devices.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.4 Sills and Car Floor.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.5 Car Lighting and Receptacles.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.6 Car Emergency Signal.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.7 Car Door or Gate.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.8 Door Closing Force.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.9 Power Opening of Doors or Gates.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.10 Power Closing of Doors or Gates.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.11 Car Vision Panels and Glass Car Doors.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.12 Car Enclosure.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.13 Emergency Exit.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.14 Ventilation.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.15 Signs and Operating Device Symbols.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.16 Rated Load, Platform Area & Data Plate...	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.17 Standby Power Operation.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.18 Restricted Opening of Car/Hoistway Doors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.19 Car Ride.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.20 Earthquake inspection and tests.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2 ELEVATOR – MACHINE ROOM			
2.1 Access to Machine Space.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.2 Headroom.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.3 Lighting and Receptacles.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.4 Machine Space.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.5 Housekeeping.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.6 Ventilation.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.7 Fire Extinguisher.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.8 Pipes, Wiring and Ducts.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.9 Guarding of Exposed Auxiliary Equip.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.10 Number of Elevators, Machines and Disconnect Switches.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.11 Disconnecting Means and Control.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.12 Controller Wiring, Fuses, Grounding, etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.13 Governor, Overspeed Switch, and Seal...	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.14 Code Data Plate.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2 ELEVATOR – MACHINE ROOM (cont.)			
2.30 Hydraulic Power Unit.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.31 Relief Valves.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.32 Control Valve.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.33 Tanks.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.36 Hydraulic Cylinders.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.37 Pressure Switch.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.38 Roped Water Hydraulic Elevators.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.39 Low Oil Protection.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.40 Maintenance Records.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.41 Hydraulic Control.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.42 Earthquake Inspection and tests.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.43 Emergency Brake, Ascending Car Overspeed, and unintended car movement Protection.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.44 Auxiliary Power Lowering Operation.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.45 Inspection Operation With Open Door Circuits and Inspection Hierarchy.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3 ELEVATOR – TOP OF CAR			
3.1 Top of Car Stop Switch.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.2 Car Top Light and Outlet.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.3 Top of Car Operating Device.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.4 Top of Car Clearance, Refuge Space & Standard Railing.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.5 Normal Terminal Stopping Devices.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.6 Final and Emergency Terminal Stopping Devices.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.7 Car Leveling and Anti-creep Devices.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.8 Top Emergency Exit.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.9 Floor and Emergency Identification Numbering.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.10 Hoistway Construction.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.11 Hoistway Smoke Control.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.12 Pipes, Wiring and Ducts.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.13 Windows, Projections, Recesses and Setbacks.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.14 Hoistway Clearances.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.15 Multiple Hoistways.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



ASSURED ELEVATOR, LLC **CODE INSPECTION SERVICES**

	OK	NG	NA		OK	NG	NA
3 ELEVATOR – TOP OF CAR (cont.)				5 PIT			
3.16 Traveling Cables and Junction Boxes.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.1 Pit access, lighting, stop switch and condition.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.17 Door and Gate Equipment.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.2 Bottom Clearance, Runby, and Minimum Refuge space.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.18 Car Frame and Stiles.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.3 Final and Emergency Terminal Stopping Devices.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.19 Guide Rails, Fastenings, and Equipment...	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.4 Normal Terminal Stopping Devices.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.20 Governor Rope.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.5 Traveling Cables.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.21 Governor Releasing Carrier.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.6 Governor-rope Tension Devices.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.22 Wire Rope Fastening & Hitch Plate.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.7 Car Frame and Platform.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.23 Suspension Compensation & Gov. System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.8 Car and Counterweight Safeties & Guiding Members.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.27 Crosshead Data Plate & Rope Data Tags...	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.11 Plunger and Cylinder.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.28 Counterweight & Counterweight Buffer...	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.12 Car buffers (springs).....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.29 Counterweight Safeties.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.13 Guiding Members.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.30 Speed Tests.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.14 Supply Piping.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.31 Slack Rope Test - roped hydraulic elev....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.15 Overspeed Valve.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.32 Traveling Sheave – roped hydraulic elev...	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.16 Earthquake Inspection & Tests.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.34 Earthquake Inspection & Tests.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.17 Plunger Gripper.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4 OUTSIDE HOISTWAY				6 FIREFIGHTERS' SERVICE (FEO)			
4.1 Car Platform Guard.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6.1 A17.1b-1973 through A17.1b-1980.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.2 Hoistway Doors.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6.2 A17.1-1981 through A17.1b-1983.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.3 Vision Panels.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6.3 A17.1-1984 through A17.1a-1988 & A17.3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.4 Hoistway Door-Locking Devices.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6.4 A17.1b-1989 through A17.1d-2000.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.5 Access to Hoistway.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6.5 A17.1-2000/B-44-00.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.6 Power Closing of Hoistway Doors.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6.6 A17.1-2004/B-44-04.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.7 Sequence Operation.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6.7 A17.1-2007/B-44-07.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.8 Hoistway Enclosure.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6.8 A17.1-2010/B-44-10.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.9 Elevator Parking Devices.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6.9 A17.1-2013/B-44-13.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.10 Emergency Doors in Blind Hoistways.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
4.12 Standby Power Selection Switch.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

Comments:



Erie Insurance Company
NAIC Code 26263

ErieSecure Business™ Policy Declarations

Renewal Certificate

Coverage provided by

Erie Insurance Company

100 Erie Insurance Place Erie, PA 16530

erieinsurance.com

Mailing name and address for Insured

RICHARDS LIBRARY

38 ELM ST

WARRENSBURG NY 12885-1625



81247735
NN2705

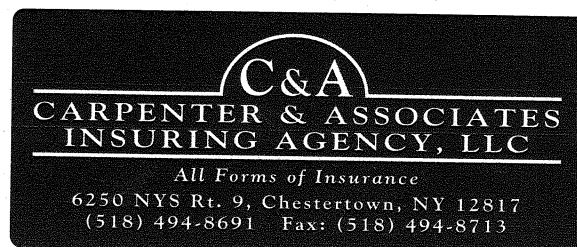


Named Insured's full name

RICHARDS LIBRARY

Legal entity

Corporation



Agent

NN2705 CARPENTER & ASSOC INSURING LLC

Policy period

05/14/2024 to 05/14/2025

Policy number

Q61 0093239

Agent address and phone

CARPENTER & ASSOC INSURING LLC

PO BOX 186

CHESTERTOWN, NY 12817

Policy period begins at 12:01 A.M. standard time on the effective date and ends at 12:01 A.M. standard time on the expiration date. Standard time is determined at the stated address of the Named Insured.

Agency email address

mark@carpenterinsuring.com

Agency website

<http://www.carpenterinsuring.com>

The insurance applies to those premises described below. This is subject to all applicable terms of the policy and attached forms and endorsements.

Policy Discounts

Loyalty discount

Payment plan

Premium Summary

Total net premium:

\$7,028

New York fire insurance fee:

\$47.18

Final premium:

\$7,075.18

(This is not a bill. Your invoice will follow in a separate mailing.)



Insured name: RICHARDS LIBRARY
Policy number: Q61 0093239
Policy period: 05/14/2024 to 05/14/2025

Page 2 of 35

Liability Protection

Commercial general liability coverage

Coverage

Bodily injury and property damage

Personal and advertising injury

Medical expense payments

Damage to premises rented to you – Fire legal liability

General aggregate

Products – Completed operations aggregate

Non-owned and hired automobile liability

Damage to customers autos - Legal liability

Deductible

Limit

\$2,000,000 Each

occurrence

\$2,000,000 Any one person
or organization

\$5,000 Any one person

\$2,000,000 Any one
premises

\$4,000,000

\$4,000,000

Included

\$200

Included

Policy Optional Coverages and Exclusions

Coverage

Check, credit, or debit card forgery or alteration - Increased coverage

Directors and officers liability coverage - Non-profit organizations

Retroactive date: 05/14/2011

Employment practices liability

Number of full time employees: 1

Number of part time employees: 7

Third party EPL

Enhancement endorsement - General select

Waiver of charitable immunity

Exclusion - Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)

Abuse or molestation exclusion

Exclusion – Communicable disease

Deductible

Limit

\$1,000

\$35,000

\$400 Per director and
officer/

\$2,000,000 Each claim/

\$2,000 Aggregate

\$4,000,000 Aggregate

\$2,500

\$2,000,000 Aggregate

Property Protection

Risk information for Location 1 - Building 1

Address:

38 ELM ST

City/State:

WARRENSBURG, NY

Zip code:

12885

County:

Warren

Property deductible*:

\$1,000

Production or process machinery

deductible:

\$1,000

Production or process machinery

deductible - Income protection:

1x day

Occupancy/Operations:

66309 Library

Protective safeguard condition:

Central station fire alarm system

Protective safeguard condition:

Automatic sprinkler system

Automatic adjustment of building coverage: 9%

Automatic adjustment of business personal property coverage: 6%

**Property deductible applies unless otherwise indicated below.*

Windstorm/Hail:

Property deductible

Windstorm protective

devices:

No

Insured interest:

Building owner

Year built:

1999

Lead liability

excluded:

No

Annual sales/revenue: \$200,000

Insured name: RICHARDS LIBRARY
Policy number: Q61 0093239
Policy period: 05/14/2024 to 05/14/2025

Page 3 of 35

Risk information for Location 1 - Building 1

Location 1 - Building 1 summary (continued)

Location 1 - Building 1 summary

Coverage	Deductible	Limit
Property coverage part		
Building: Comprehensive perils, Coinsurance N/A, Guaranteed replacement cost*		Guaranteed replacement cost
Business personal property: Comprehensive perils, Coinsurance N/A, Replacement cost		\$1,687,000
Income protection		Actual loss sustained
Period of indemnity - 24 months		

*The amount of insurance applying to the Building is the Replacement Cost at the time of the loss, subject to policy conditions and requirements. The estimated Replacement Cost of the Building is \$2,496,500.

Structure level optional coverages and exclusions

Coverage	Deductible	Limit
Building ordinance or law – Increased coverage		25% of building
Debris removal - Increased coverage		\$350,000
Sewer and drain back-up	\$1,000	\$25,000

Schedule of Forms

Form number	Edition date	Description
CG0001	04/13	Commercial General Liability Coverage Form
CG0104	12/04	New York Changes - Premium Audit
CG0163	04/17 *	New York Changes - Commercial General Liability Coverage Form
CG2106	05/14	Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability - With Limited Bodily Injury Exception
CG2109	06/15	Exclusion - Unmanned Aircraft
CG2132	05/09	Communicable Disease Exclusion
CG2146	07/98 *	Abuse or Molestation Exclusion
CG2170	01/15	Cap on Losses from Certified Acts of Terrorism
CG2403	11/85	Waiver of Charitable Immunity
CG2621	10/91	New York Changes - Transfer of Duties when a Limit of Insurance is Used up
CG4032	05/23 *	Exclusion - Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)
EPP0001	10/22	ErieSecure Business Property Coverage Part
EPP0006	10/19	ErieSecure Business Extra Liability Coverages
EPP0008NY	09/23 *	Policy Change Endorsement - Exclusions - New York
EPP0009	10/19	Exclusion - Professional Liability
EPP0010NY	10/22	New York Property Change Endorsement
EPP0031	10/19 *	Important Notice to New York Policyholders - ErieSecure Business
EPP0051	10/19	Important Notice - Data Breach Response Expenses Coverage
EPP0218	10/19	Sewer and Drain Back-Up
EPP0222	10/19	Windstorm or Hail - Deductible
EPP0223	10/22	Guaranteed Replacement Cost
EPP0230	10/22	Building Ordinance or Law - Increased Coverage
EPP0236	10/22	Agreed Amount Clause
EPP0238	10/19	Check, Credit, or Debit Card Forgery or Alteration - Increased Coverage
EPP0246	10/19	Debris Removal - Increased Coverage
EPP2314	10/19	General Select Enhancement

Processed on: 03/06/2024 (See reverse side)



Insured name: RICHARDS LIBRARY
Policy number: Q61 0093239
Policy period: 05/14/2024 to 05/14/2025

Schedule of Forms - (continued)

Form number	Edition date	Description
EPP2618NY	10/22	Directors and Officers Liability Coverage - Non-Profit Organizations - New York
EPP3700NY	09/23 *	Employment Practices Liability - New York
EPP4000NY	10/19	ErieSecure Business Policy - New York
EPP4017	07/21	New York Amendatory
EPP4019	01/20	EPL Policyholder Letter
EPP4020	10/19	Legal Advice Line
EPP4021NY	10/19 *	Notice - Claims Made Coverages
EPP5003NY	08/23 *	New York Important Notice To Policyholders - ErieSecure Business - Summary of Changes
EPP5005NY	09/23 *	Important Notice - ErieSecure Business Form Changes - Summary of Changes - New York
IL952A	03/21	Cap on Losses from Certified Acts of Terrorism
IL985H	03/21 *	Disclosure Pursuant to Terrorism Risk Insurance Act



Erie
Insurance®

Home Office • Erie, PA 16530
Your Agent:

CLAIMS DIRECTORY

-- FOLD --

IN THE EVENT OF AN ACCIDENT OR LOSS

- Help any injured. Get names, addresses, auto license plate numbers of involved, including all witnesses.
- Do not discuss an accident with anyone except the police or our representative.
- Protect your auto and any property from further damage.
- Promptly call the police if someone is injured, damage is extensive, or in case of theft. In case of "hit-and-run", you must report the accident to the police within 24 hours or as soon as possible.
- Notify your Agent or ERIE of the accident or loss.

The ERIE is Above All in SERVICE®

If we fail to give you this promised service, please drop us a note or call us on our toll-free number and tell us about it.

Timothy D. McLean
President and
Chief Executive Officer

CUT ON DOTTED LINE

CUT ON DOTTED LINE



Erie
Insurance®

Home Office • Erie, PA 16530
Your Agent:

CLAIMS DIRECTORY

-- FOLD --

IN THE EVENT OF AN ACCIDENT OR LOSS

- Help any injured. Get names, addresses, auto license plate numbers of involved, including all witnesses.
- Do not discuss an accident with anyone except the police or our representative.
- Protect your auto and any property from further damage.
- Promptly call the police if someone is injured, damage is extensive, or in case of theft. In case of "hit-and-run", you must report the accident to the police within 24 hours or as soon as possible.
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Timothy D. McLean
President and
Chief Executive Officer



CLAIM SERVICE -- For claim service anywhere in U.S. or Canada, call:

- Your Agent
- ERIE Claims Service: **1-800-FOR-ERIE (1-800-367-3743)**
- ERIEGlassSM (Auto glass only): **1-800-552-3743**
- FRAUD FINDERS[®] (To report fraud): **1-800-368-6696**

C64ESB 10/19

ENT 031106 NO 110

CUT ON DOTTED LINE

CLAIM SERVICE -- For claim service anywhere in U.S. or Canada, call:

- Your Agent
- ERIE Claims Service: **1-800-FOR-ERIE (1-800-367-3743)**
- ERIEGlassSM (Auto glass only): **1-800-552-3743**
- FRAUD FINDERS[®] (To report fraud): **1-800-368-6696**

C64ESB 10/19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES – COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Paragraph 1.a. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

1. Insuring Agreement

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

- 1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- 2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

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

- B. Paragraph 1.a. of Section I – Coverage B – Personal And Advertising Injury Liability is replaced by the following:

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages even if the allegations of the "suit" are groundless, false or fraudulent. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- 1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- 2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A and B or medical expenses under Coverage C.

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

- C. The following is added as Paragraph e. to the Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition (Paragraph 2. of Section IV – Commercial General Liability Conditions):

- e. Notice given by or on behalf of the insured, or written notice by or on behalf of the injured person or any other claimant, to any agent of ours in New York State, with particulars sufficient to identify the insured, shall be considered to be notice to us.



D. Paragraph 3. of **Section IV – Commercial General Liability Conditions** is replaced by the following:

3. Legal Action Against Us

a. Except as provided in Paragraph b., no person or organization has a right under this Coverage Part:

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

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

b. With respect to "bodily injury" and "personal and advertising injury" claims, if we deny coverage or do not admit liability because an insured or the injured person, someone acting for the injured person or other claimant fails to give us written notice as soon as practicable, then the injured person, someone acting for the injured person or other claimant may bring an action against us, provided the sole question is whether the denial of coverage or nonadmission of liability is based on the failure to provide timely notice.

However, the injured person, someone acting for the injured person or other claimant may not bring an action if within 60 days after we deny coverage or do not admit liability, we or an insured:

- 1) Brings an action to declare the rights of the parties under the Policy; and
- 2) Names the injured person, someone acting for the injured person or other claimant as a party to the action.

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

Failure to give notice to us as required under this Coverage Part shall not invalidate any claim made by the insured, injured person or any other claimant, unless the failure to provide such timely notice has prejudiced us. However, no claim made by the insured, injured person or other claimant will be invalidated if it shall be shown not to have been reasonably possible to give such timely notice and that notice was given as soon as was reasonably possible thereafter.

F. The definition of "loading or unloading" in the **Definitions** Section does not apply.



ERIE INSURANCE GROUP

COMMERCIAL GENERAL LIABILITY
CG 21 46 (Ed. 7/98) UF-9682

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ABUSE OR MOLESTATION EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2., **Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability** and Paragraph 2., **Exclusions of Section I - Coverage B - Personal and Advertising Injury Liability**:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. The actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of any insured, or

2. The negligent:

- a. Employment;
- b. Investigation;
- c. Supervision;
- d. Reporting to the proper authorities, or failure to so report; or
- e. Retention;

of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by Paragraph 1. above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

2. **Exclusions**

This insurance does not apply to:

Perfluoroalkyl And Polyfluoroalkyl Substances

- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any "perfluoroalkyl or polyfluoroalkyl substances".
- b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "perfluoroalkyl or polyfluoroalkyl substances", by any insured or by any other person or entity.

- B. The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverage B - Personal And Advertising Injury Liability:**

2. **Exclusions**

This insurance does not apply to:

Perfluoroalkyl And Polyfluoroalkyl Substances

- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any "perfluoroalkyl or polyfluoroalkyl substances".

- b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "perfluoroalkyl or polyfluoroalkyl substances", by any insured or by any other person or entity.

- C. The following definition is added to the **Definitions** Section:

"Perfluoroalkyl or polyfluoroalkyl substances" means any:

1. Chemical or substance that contains one or more alkyl carbons on which hydrogen atoms have been partially or completely replaced by fluorine atoms, including but not limited to:
 - a. Polymer, oligomer, monomer or nonpolymer chemicals and their homologues, isomers, telomers, salts, derivatives, precursor chemicals, degradation products or by-products;
 - b. Perfluoroalkyl acids (PFAA), such as perfluorooctanoic acid (PFOA) and its salts, or perfluorooctane sulfonic acid (PFOS) and its salts;
 - c. Perfluoropolyethers (PFPE);
 - d. Fluorotelomer-based substances; or
 - e. Side-chain fluorinated polymers; or
2. Good or product, including containers, materials, parts or equipment furnished in connection with such goods or products, that consists of or contains any chemical or substance described in Paragraph C.1.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGE ENDORSEMENT – EXCLUSIONS

NEW YORK

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A. The following exclusions are added to Paragraph 2., **Exclusions of Section I – Bodily Injury And Property Damage Liability** and to Paragraph 2., **Exclusions of Section I – Personal and Advertising Injury Liability**:

This insurance does not apply to:

1. Transmissible Spongiform Encephalopathies

- a. "Bodily injury", "property damage", or "personal and advertising injury" for which the insured is conducting their business of:

- 1) Importing or distributing imported meat, meat by-products, blood, or any other bovine part for resale;
- 2) Utilizing imported meat, meat by-products, blood, or any other bovine part in their food manufacturing or processing;
- 3) Utilizing imported meat, meat by-products, blood, or any other bovine part in any product that is injected, applied topically, or ingested by humans or any other animals; or
- 4) Operating stockyards;

arising out of, resulting from or caused or contributed to by:

- 1) Transmissible spongiform encephalopathies (hereinafter referred to as TSE);
- 2) Exposure to TSE;
- 3) Exposure to any item that is known or suspected to cause, contribute to, or enable TSE; or
- 4) Any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with Paragraphs 1), 2), or 3) above.

- b. We do not cover:

- 1) The costs of abatement, mitigation, removal, or disposal of feed, feed additives, or animals or any premises or equipment handling such items, as a result of any known or suspected connection between such items and TSE; or
- 2) Any costs related to a person's abatement, mitigation, removal of, or testing, monitoring, medical costs, or cure for TSE.

Any obligation to share damages with or repay someone else who must pay damages because of such injury or damage as described in Paragraphs a. and b. above.

2. Asbestos

"Bodily injury", "property damage", or "personal and advertising injury" arising out of:

- a. The inhaling, ingesting, or physical exposure to asbestos or goods or products containing asbestos;
- b. The manufacture, distribution, sale, resale, rebranding, transportation, storage, or disposal of asbestos or products containing asbestos;
- c. The installation, repair, removal, encapsulation, abatement, replacement, handling of or exposure to, asbestos or products containing asbestos; or
- d. The use of asbestos in constructing or manufacturing any goods, products, or structures.

We will not pay for the investigation or defense of any claim or "suit" or for any fine, cost, or expense of any claim or "suit" resulting from asbestos.

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3. Silica or Silica-Related Dust

- a. "Bodily injury" or "personal or advertising injury" arising, in whole or in part, out of the actual, alleged, or threatened inhalation of, or ingestion of, "silica" or "silica-related dust".
- b. "Property damage" arising, in whole or in part, out of the actual, alleged, or threatened contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- c. Any loss, cost, or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

4. Employment Related Practices

"Bodily injury", "property damage", or "personal and advertising injury" to:

1. A person arising out of any:
 - 1) Refusal to employ that person;
 - 2) Termination of that person's employment; or
 - 3) Employment-related practices, policies, acts, or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, or discrimination directed at that person;
- 4) Violation(s) of any federal, state, or local wage and hour laws including, but not limited to, those relating to overtime compensation, on-call time, minimum wage, employment misclassification, gratuities, vacation pay, meal and rest breaks, uniform and equipment reimbursement, payroll deductions, waiting time penalties, books, records, and documentation obligations, mileage or other business expense reimbursement, or the classification of employees for the purpose of determining employees' eligibility for compensation or other benefits; or

- 5) Discrimination or harassment of that person in their capacity as your customer, vendor, or client, including the following as it relates to such discrimination or harassment: violation of an individual's civil rights, libel, slander, humiliation, mental anguish, infliction of emotional distress, defamation, or invasion of privacy.

2. The spouse, child, parent, brother, or sister of that person as a consequence of "bodily injury", "property damage", or "personal and advertising injury" to that person at whom any of the employment related practices described in Paragraphs 1), 2), 3), 4), or 5) above is directed.

This exclusion applies:

- a. Whether the injury-causing event described in Paragraphs 1), 2), 3), or 4) above occurs before employment, during employment, or after employment of that person;
- b. Whether the insured may be liable as an employer or in any other capacity; and
- c. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

5. Automobile Operations

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the following operations:

- a. Auto sales;
- b. Auto dismantling;
- c. Operating a scrap metal business;
- d. Operating a junk yard;
- e. Tire recapping;
- f. Auto structural changing;
- g. Auto building or rebuilding; or
- h. Sales of salvage vehicles.

This exclusion applies regardless of whether such operations are conducted by you or on your behalf or whether the operations are conducted for yourself or for others.

6. Nuclear Energy Liability

- a. "Bodily injury" or "property damage":
 - 1) With respect to which an insured under the policy is also an insured under a nuclear

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- energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limits of liability; or
- 2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which:
 - a) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or
 - b) The insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - b. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
 - c. "Bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:
 - 1) The "nuclear material":
 - a) Is at any "nuclear facility" owned by, or operated by or on behalf of, an insured; or
 - b) Has been discharged or dispersed therefrom;
 - 2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported, or disposed of, by or on behalf of an insured; or
 - 3) The "bodily injury" or "property damage" arises out of the furnishing by an insured of services, materials, parts, or equipment in connection with the planning, construc-

tion, maintenance, operation, or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion c) applies only to "property damage" to such "nuclear facility" and any property threat.

As used in this Nuclear Energy Liability Exclusion "property damage" includes all forms of radioactive contamination of property.

7. Tanning Beds/Operations

This insurance does not apply to "bodily injury" or "property damage" arising out of the ownership, maintenance, or use of tanning beds or devices.

8. Personal Liability

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of personal liability and/or personal activities of the insured at any business premises which is also occupied as the insured's residence.

9. Human Trafficking

"Bodily injury", "property damage", or "personal and advertising injury" based upon, arising out of, directly or indirectly resulting from, in connection with, related to, or in any way involving the actual, alleged, threatened, or suspected "human trafficking", including any attempt to commit or conspiracy to commit acts related to "human trafficking" by you or on your behalf.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- a. The actual, implied, or imputed knowledge of any "human trafficking";
- b. The failure to protect against, prevent, investigate, report, or otherwise act in connection with any "human tracking";
- c. The actual or alleged aiding and abetting, whether intentional or otherwise, of any "human trafficking";
- d. The negligent supervision, hiring, employment, investigation, supervision, training, monitoring, or retention of others by that insured;
- e. Any conduct, acts, errors, or omissions prohibited by, in violation of, or for which penalties are provided within, the Trafficking Victims Protection Act of 2000, including any amend-

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ments thereto, or any local, state, federal law, or other similar law.

10. Violation of Law Addressing Data Privacy

"Bodily injury", "property damage", or "personal or advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. Any federal, state, or local statute, ordinance, regulation, or other law that addresses, prohibits, or limits access to, use of, or the printing, dissemination, disposal, obtaining, collecting, storing, safeguarding, recording, retention, sending, transmitting, communicating, selling, or distribution of any person's or organization's confidential or personal material or information, including financial, health, biometric, or other nonpublic material or information.

Any such federal, state, or local statute, ordinance, regulation, or other law includes, but is not limited to:

- 1) The Illinois Biometric Information Privacy Act (BIPA), including any amendment of or addition to such law; or
- 2) The California Consumer Privacy Act (CCPA), including any amendment of or addition to such law; or

- b. Any law of a jurisdiction other than the United States of America (including its territories and possessions) or Puerto Rico that is similar to any statute, ordinance, regulation, or other law described in Paragraph a. above, including but not limited to the European Union's General Data Protection Regulation.

B. Under Section V – Definitions, the following Definitions are added:

- "Hazardous properties" includes radioactive, toxic, or explosive properties.
- "Human trafficking" means:
 - a. The recruiting, grooming, transporting, smuggling, detaining, kidnapping, harboring, suppressing, intimidating, or false imprisoning of any person, or the providing or obtaining of any person through use of force or coercion of any person for the purpose of labor or services of any kind, slavery, peonage, involuntary servitude, sexual acts, prostitution, or rape, including, but not limited to, sex trafficking, forced labor, or debt bondage by:

1. Coercion, threat, force, fraud, trick, physical restraint, serious harm or abuse of the legal process;
2. The threat of any of these actions; or
3. Any scheme, plan or pattern intended to make a person believe that they or any other person would suffer any of these actions if they did not perform or provide the labor or service.

- b. Request or demand for sexual favors; or
- c. Exploitation, harassment, abuse, or molestation, sexual, or otherwise.

• "Nuclear facility" means:

1. Any "nuclear reactor";
2. Any equipment or device designed or used for:
 - a. Separating the isotopes of uranium or plutonium;
 - b. Processing or utilizing "spent fuel"; or
 - c. Handling, processing, or packaging "waste";
3. Any equipment or device used for the processing, fabricating, or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; or
4. Any structure, basin, excavation, premises, or place prepared or used for the storage or disposal of "waste";

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

- "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
- "Nuclear material" means "source material", "special nuclear material", or "by-product material".
- "Silica" means silicon dioxide (occurring in crystalline amorphous and impure forms), silica particles, silica dust, or silica compounds.
- "Silica-related dust" means a mixture or combination of "silica" and other dust or particles.

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- "Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
- "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".
- "Waste" means any waste material:
 1. Containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content; and
 2. Resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

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IMPORTANT NOTICE TO NEW YORK POLICYHOLDERS – ERIESECURE BUSINESS

POLICY SERVICE FEES

SERVICE FEES - For policies effective on and after March 1, 2008, the following service fees will be applicable to all payment plans.

- **Returned Payment Fee** - A **\$25.00** charge will be applied to your account if your check or other payment is returned unpaid by your financial institution.
- **Late Fee** - A **\$10.00** charge will be applied to your account when a cancellation notice is issued on your policy because of non-payment of premium.
- **Reinstatement Fee** - A **\$25.00** charge will be applied to your account when your policy is reinstated with a lapse in coverage following cancellation of your policy because of non-payment of premium.

NEW YORK LEAD LIABILITY EXCLUSION

If your policy includes liability coverage, your policy contains Lead Liability Exclusion Endorsement EPP3208NY, an exclusion involving lead contamination.

This exclusion may apply to one or more of the locations shown in the **Declarations**. The Lead Liability Exclusion Endorsement EPP3208NY will only apply to:

- Eligible classifications;
- Structures built prior to 1980; and
- Risks which have not undergone lead abatement.

The Lead Liability Exclusion Endorsement EPP3208NY will be applied to eligible contractor or installation operations without regard to year of construction.

It has become increasingly apparent in recent years that lead poisoning poses a serious threat to children. Studies have shown that even small doses of lead can cause severe poisoning, slowed development, altered behavior, and loss of intelligence. The lead hazard can be reduced by removing the lead from the premises using approved abatement methods.

If the building you own or occupy undergoes lead abatement, you must notify your Agent. This exclusion will not apply if lead abatement has begun.

Please read the New York Lead Liability Exclusion Endorsement EPP3208NY carefully for details

DO YOU USE SUBCONTRACTORS?

If you use subcontractors in your business, please read the following notice.

It is important to have and maintain Certificates of Insurance for all subcontractors. This will verify that each subcontractor is adequately insured and may protect your business from costly losses. If you do not have and maintain certificates from subcontractors, their costs will be added to the audited payroll of this policy according to the applicable general liability manual rules for uninsured subcontractors. These rules apply in all states where you operate. Uninsured subcontractors represent a significant increase to your general liability loss exposures and could impact your future insurability with ERIE.

When this liability policy was issued, the premium was based on estimated rating information for your operations. Payrolls were not estimated for subcontractors that you hired during the policy period. Therefore, you will be charged an additional premium for subcontractors who do not provide you with certificates of liability insurance, or those that do not have adequate general liability insurance limits. For a subcontractor, ERIE considers general liability insurance limits of at least \$1,000,000 to be adequate.

When your policy term expires, ERIE may audit your operations and review the subcontractors used during the policy term. The audit will ensure that you pay the appropriate premium for your exposure. As part of the audit process, we will ask you for copies of the Certificates of Insurance for each subcontractor that covers the time period the subcontractor performed work for you. Therefore, you may be required to submit more than one Certificate of Insurance for the same subcontractor. If you do not have the

certificates, or cannot produce the certificates at the time of the audit, the subcontractor will be considered uninsured and a premium charge will be made.

NO FLOOD COVERAGE

Your basic policy covers losses from many perils. However, it **DOES NOT** provide coverage for flood loss.

At your option, flood coverage may be provided for an additional premium for a particular building location or the contents of a building but only if the Limited Flood Coverage or Difference In Conditions is on your policy.

If flood coverage is listed on your Declarations for a particular location and the Limited Flood Coverage is on your policy, flood coverage is provided under the terms of the Limited Flood Coverage but only if a Building Amount of Insurance or Business Personal Property Amount of Insurance for Limited Flood Coverage for the particular location and building is shown in the Declarations.

If Difference In Conditions appears in the Schedule of Forms, then flood coverage is provided under the terms of the Difference In Conditions Endorsement.

However, if Limited Flood Coverage or Difference In Conditions is NOT listed on your Declarations, then your policy DOES NOT provide coverage for flood loss.

Insurance covering flood loss is generally available through the National Flood Insurance Program (NFIP).

In an effort to serve you, information about flood insurance and the National Flood Insurance Program (NFIP) can be provided by your ERIE Agent.

HURRICANE STORM SHUTTERS OR LAMINATED MATERIALS

In accordance with the guidelines established in New York Regulation 57, if the building/dwelling insured under your policy is equipped with hurricane resistant laminated glass windows or doors, or hurricane storm shutters, you may be eligible for a credit. The hurricane storm shutters or laminated materials must be designed and properly installed in accordance with the manufacturer's specifications to withstand external pressure or wind borne debris from a storm with sustained wind speed of at least 110 miles per hour, or a storm surge of eight (8) feet above normal.

Please contact your ERIE Agent for details and conditions regarding this credit.

If you have any questions concerning this Important Notice, please contact your ERIE Agent.



EMPLOYMENT PRACTICES LIABILITY

NEW YORK

PLEASE NOTE THAT DEFENSE COSTS ARE CONTAINED WITHIN THE LIMIT OF LIABILITY AND THE DEDUCTIBLE. THIS MEANS THAT THE LIMIT OF INSURANCE AND THE DEDUCTIBLE SPECIFIED IN THE DECLARATIONS FOR THIS EPLI COVERAGE FORM SHALL BE REDUCED, AND MAY BE COMPLETELY EXHAUSTED, BY THE PAYMENT OF DEFENSE COSTS. IN THE EVENT THAT THE LIMIT OF INSURANCE IS EXHAUSTED, THE INSURER SHALL NOT BE LIABLE FOR DEFENSE COSTS OR FOR ANY DAMAGES, JUDGMENTS, OR SETTLEMENTS.

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

Throughout this Coverage Form the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this Coverage Form. The words "we", "us", and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under **Section II – Who Is An Insured**.

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

SECTION I – COVERAGE

1. Insuring Agreement

- a. We will pay those "losses" that the insured becomes legally obligated to pay because of a "claim" or "suit" for a "wrongful employment act" (other than a "third party violation") against your "employees", "recognized volunteers", and applicants for employment to which this insurance applies. We will have the right and duty to defend the insured against any "claim" or "suit" seeking those damages even if the allegations of the "claim" or "suit" are groundless, false, or fraudulent. However, we will have no duty to defend the insured against any "claim" or "suit" seeking damages arising out of a "wrongful employment act" to which this insurance does not apply. We may, at our discretion, investigate any "wrongful employment act" and settle any "claim" or "suit" that may result. But:
 - 1) The amount we will pay for damages is limited as described in **Section III – Limits of Insurance**; and

- 2) The amount we will pay for "defense costs" incurred to defend the insured against any "claim" or "suit" to which this insurance applies is limited as described in **Section III – Limits of Insurance**. "Defense costs" are included in the Aggregate Limit for this coverage as described in **Section III – Limits of Insurance**. Our right and duty to defend ends when we have used up the applicable Limit of Insurance in the payment of "defense costs", judgments, or settlements under this Coverage Form.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided under Paragraph 4. **Supplementary Payments**.

- b. If coverage for "third party violations" is shown in the Declarations, then we will pay those "losses" arising out of an insured's "third party violation".
- c. This insurance applies to "wrongful employment acts" covered by this Coverage Form only if:
 - 1) The "wrongful employment act" takes place in the "coverage territory";
 - 2) The "wrongful employment act" did not occur before the Retroactive Date, if any, shown in the Declarations or after the end of the "Employment Practices Liability Coverage Period"; and
 - 3) A "claim" or "suit" for damages for the "wrongful employment act" is first made in accordance with Paragraph d. below, against any insured during the "Employment Practices Liability Coverage Period" or any Extended Reporting Period we provide under **Section VI – Extended Reporting Periods** of this Coverage Form.

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d. A "claim" or "suit" by a person or organization seeking damages for a "wrongful employment act" will be deemed to have been made at the earliest of the following times:

- 1) At the time an insured provided us with notice of circumstances, pursuant to **Section V, Paragraph 2.a. – Duties in the Event of an Incident, Claim, or Suit**, if the subsequent "claim" or "suit" alleges, arises out of, is based upon, or is attributable to such circumstances or if the "claim" or "suit" alleges any "related wrongful employment act" to such circumstances;
- 2) When notice of such "claim" or "suit" is received and recorded by you, or us, whichever comes first; or
- 3) When we make settlement in accordance with Paragraph **1.a. – Insuring Agreement** above.

All "claims" or "suits" for damages because of a "wrongful employment act" to the same person or organization will be deemed to have been made at the time the first of those "claims" or "suits" are made against any insured.

2. Defense

- a. We have the right and duty to defend and appoint an attorney to defend any "claim" or "suit" brought against any insured for a "wrongful employment act" to which this insurance applies, even if the "claim" or "suit" is groundless or fraudulent. You shall have the right to participate in the defense. You shall have the option to select your attorney or to consent to our appointment of an attorney, which consent shall not be unreasonable withheld.
- b. We have the right to investigate and settle any "claim" or "suit" that we believe is proper. You shall be entitled to consent to such settlement, provided your consent is not unreasonably withheld and is provided as soon as practicable.

If you refuse to consent to any settlement that we recommend and that is acceptable to the claimant, then our liability under this Employment Practices Liability Coverage for such "claim" or "suit" shall not exceed the amount for which we could have settled had your consent not been withheld at the time of our recommendation. You shall thereafter negotiate and defend that "claim" or "suit" at your own cost and without our involvement.

3. Exclusions

This insurance does not apply to:

- a. **Bankruptcy**
Any liability arising out of your bankruptcy or insolvency.
- b. **Dishonest, Fraudulent, Criminal, or Malicious Acts**

Any liability arising out of any dishonest, fraudulent, criminal, or malicious acts by or at the direction of any insured. However, if a "claim" or "suit" also includes an allegation to which is otherwise covered under this Employment Practices Liability Coverage, we will defend a "claim" or "suit" asserting a dishonest, fraudulent, or malicious act until such time as the insured is determined to have committed such dishonest, fraudulent, or malicious act. We have no duty to defend, and will not provide defense costs for criminal proceedings.

The "wrongful employment act(s)" of an insured shall not be imputed to any other insured for the purpose of determining the applicability of this exclusion.

- c. **Bodily Injury or Property Damage**
Any liability arising out of "bodily injury" or "property damage". This exclusion, however, shall not apply to "claims" or "suits" of mental anguish or infliction of emotional distress.
- d. **Workers' Compensation, Social Security, Unemployment, Disability, and Retirement Benefits**
Any obligation of the insured under a workers' compensation, disability benefits, unemployment compensation, unemployment insurance, retirement benefits, social security benefits, or similar law. This exclusion, however, shall not apply to loss arising from a "claim" or "suit" for "retaliation".
- e. **Contractual Liability**
Any liability of others assumed by the insured under any contract or agreement, whether oral or in writing.
This exclusion, however, shall not apply to any liability for damages that the insured would have in the absence of such contract or agreement.
- f. **ERISA, FLSA, NLRA, WARN, COBRA, and OSHA**
Any liability for violation(s) of any of the responsibilities, obligations, or duties imposed by the Employee Retirement Income Security Act of 1974, the Fair Labor Standards Act (except the Equal Pay Act), the National Labor Relations Act, the Worker Adjustment

and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act, the Occupational Safety and Health Act, any rules or regulations of the foregoing promulgated thereunder, and amendments thereto or any similar federal, state, local, or foreign statutory law or common law.

It is acknowledged that "claims" and "suits" for violation(s) of any of the responsibilities, obligations, or duties imposed by "similar federal, state, local, or foreign statutory law or common law", as such quoted language is used in the immediately-preceding paragraph, include, without limitation, any and all "claims" and "suits" which in whole or in part allege, arise out of, are based upon, are attributable to, or are in any way related to any of the circumstances described in any of the following:

- 1) The refusal, failure, or inability of any insured(s) to pay wages or overtime pay (or amounts representing such wages or overtime pay) for services rendered or time spent in connection with work related activities (as opposed to tort-based back pay or front pay damages for torts other than conversion);
- 2) Improper deductions from pay taken by any insured(s) from any "employee(s)" or purported "employee(s)"; or
- 3) Failure to provide or enforce legally required meal or rest break periods.

Notwithstanding the foregoing, this Exclusion f. shall not apply to the extent that a "claim" or "suit" is for "retaliation".

g. **Intentional Acts**

Any liability arising out of intentional harassment or coercion (including sexual harassment), intentional "retaliation", disparate treatment, discrimination, or intentional civil rights violations which any insured allegedly or actually participates in, directs or knowingly allows. However, if a "claim" or "suit" also includes an allegation which is otherwise covered under this Coverage Form we will defend a "claim" or "suit" asserting any intentional harassment or coercion (including sexual harassment), intentional "retaliation", disparate treatment, discrimination, or intentional civil rights violations until such time as the "insured" is determined to have committed such act.

This exclusion, however, shall not apply to "wrongful employment act(s)" based on the vicarious liability of an insured.

The "wrongful employment act(s)" of an insured shall not be imputed to any other insured for the purpose of determining the applicability of this exclusion.

h. **Non-Monetary Relief**

That part of any "claim" or "suit" seeking any non-monetary relief, including but not limited to:

- 1) Injunctive relief;
- 2) Declaratory relief;
- 3) Disgorgement;
- 4) Job reinstatement;
- 5) Costs or expenses incurred in accommodating any disabled person, pursuant to the Americans with Disabilities Act of 1990 (ADA), including amendments to that law or similar federal law, state, or local statutory or common law;
- 6) Any liability or costs incurred in connection with any educational, sensitivity or other corporate program, policy, or seminar relating to a "claim" or "suit" alleging discrimination or other "wrongful employment act(s)"; or
- 7) Other equitable remedies, including as to all of the above, the cost of compliance therewith, provided, however, if such request for non-monetary relief is part of an otherwise covered "claim" or "suit", we will not seek to allocate "defense costs" for the portion of the "claim" or "suit" seeking non-monetary relief.

i. **Prior Knowledge**

Any liability arising out of incidents, circumstances, or "wrongful employment acts", which an insured:

- 1) Had knowledge of; or
- 2) Could have reasonably foreseen might result in a "claim" or "suit";

and which were known to the insured prior to the effective date of this Employment Practices Liability Coverage or the first Employment Practices Liability Coverage issued by us for which this Employment Practices Liability Coverage is an uninterrupted renewal.

j. **Prior Notice**

Any liability arising out of the facts alleged, or to the same or "related wrongful employment acts" alleged or contained in any "claim" or "suit" which has been reported, or in any circumstances for which notice has been given, under any policy for which this

Employment Practices Liability Coverage is a renewal or replacement.

k. Prior Litigation

Any liability arising out of any prior:

- 1) Litigation; or
- 2) Administrative or regulatory proceeding or investigation;

for which an insured had notice, or alleging the same or "related wrongful employment acts" alleged or contained in such pending or prior litigation or administrative or regulatory proceeding or investigation which the insured had knowledge of prior to the effective date of this Employment Practices Liability Coverage or the first Employment Practices Liability Coverage issued by us for which this Employment Practices Liability Coverage is an uninterrupted renewal.

l. Accommodations

Any costs or expenses incurred by an insured to make premises or work stations accessible to persons with disabilities; any costs associated with eliminating non-essential duties from job description of a disabled person; costs associated with providing a disabled person with reasonable workplace accommodations; or costs associated with lost productivity by an employer as the result of making a reasonable workplace accommodation for a disabled person, as required by the Americans with Disabilities Act of 1990 (ADA), including amendments to that law, or similar federal, state, or local statutory or common law.

m. Wage and Hour Law

Any "claim" or "suit" based upon, arising out of, directly or indirectly resulting from, in connection with, related to, or in any way involving or alleging violation of any federal, state, or local wage and hour law, however:

- 1) This exclusion will not apply to any "claim" or "suit" for any actual or alleged retaliatory treatment for the exercise of rights pursuant to any such law; and
- 2) In the event such "claim" or "suit" is made by or on behalf of a single claimant or plaintiff and also alleges a "wrongful employment act" otherwise covered by this Employment Practices Liability Coverage;

we agree to pay "loss" but solely for that portion of the "claim" or "suit" involving such "wrongful employment act" and subject to all other terms, conditions,

and exclusions contained in this Employment Practices Liability Coverage Form.

n. Confidential or Personal Material or Information

Any liability arising from access to or disclosure of confidential or personal material or information, including financial, health, biometric, employment, or any other type of nonpublic material or information.

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses, or any other loss, cost, or expense incurred by you or others arising out of any access to or disclosure of any person or organization's confidential or personal material or information.

However, this exclusion shall not apply to allegations of a "wrongful employment act" as described in the definition of "wrongful employment act".

o. Violation of Law Addressing Data Privacy

Any liability arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- 1) Any federal, state, or local statute, ordinance, regulation, or other law that addresses, prohibits, or limits access to, use of, or the printing, dissemination, disposal, obtaining, collecting, storing, safeguarding, recording, retention, sending, transmitting, communicating, selling, or distribution of any person's or organization's confidential or personal material or information, including financial, health, biometric, or other nonpublic material or information.

Any such federal, state, or local statute, ordinance, regulation, or other law includes but is not limited to:

- a) The Illinois Biometric Information Privacy Act (BIPA), including any amendment of or addition to such law; or
 - b) The California Consumer Privacy Act (CCPA), including any amendment of or addition such law; or
- 2) Any law of a jurisdiction other than the United States of America (including its territories and possessions) or Puerto Rico that is similar to any statute, ordinance, regulation or other law described in Paragraph 1) above, including, but not



limited to the European Union's General Data Protection Regulation.

However, this exclusion shall not apply to allegations of a "wrongful employment act" as described in the definition of "wrongful employment act".

4. Supplementary Payments

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

- a. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- b. 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

1. For purposes of this insurance, if you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your current or former members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your current or former members are also insureds, but only with respect to the conduct of your business. Your current or former managers are insureds, but only with respect to their duties as your managers.
 - d. A corporation or organization other than a partnership, joint venture, or limited liability company, you are an insured. Your current or former directors are insureds, but only with respect to their duties as your directors.
 - e. A trust, you are an insured. Your current or former trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
 - a. Your current or former "employees", executive officers, and directors are insureds, but only for acts within the scope of their employment by you or while

performing duties with respect to the conduct of your business or with respect to their duties as executive officers or directors.

- b. Estates, heirs, or legal representative of deceased individual insureds, and the legal representatives of individual insureds, in the event of incompetency, who were individual insureds at the time the "wrongful employment acts", upon which such "claims" or "suits" are based, were committed.
3. Anyone who were no longer affiliated with the insured at the time of discovery of a "wrongful employment act", but were covered as an insured when the "wrongful employment act" was committed.
4. Any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the "Employment Practices Liability Coverage Period", whichever is earlier;
 - b. Coverage does not apply to "wrongful employment acts" that were committed or existed before you acquired or formed the organization; and
 - c. The organization must be engaged in the business capacity described in the Declarations.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE (Including "Defense Costs")

1. The Limits of Insurance shown in the Declarations for this Employment Practices Liability Coverage Form and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds or organizations;
 - b. "Claims" made or "suits" brought;
 - c. Persons or organizations making "claims" or bringing "suits"; or
 - d. "Wrongful employment acts".
2. The Aggregate Limit shown in the Declarations for this Coverage Form is the most we will pay for all "losses" arising out of all "wrongful employment acts" made during the "Employment Practices Liability Coverage Period".

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3. All "claims" and "suits" arising from the same "wrongful employment acts" or a series of "related wrongful employment acts" will be deemed one "wrongful employment act". All such "claims" or "suits" whenever reported will be considered first made during the "Employment Practices Liability Coverage Period" in which the earliest "claim" or "suit" arising out of such "wrongful employment act" was first reported and all such "claims" or "suits" will be subject to the Limits of Insurance shown in the Declarations for this Coverage Form and the limits and rules set forth in **Section III – Limits of Insurance**. All "claims" asserted in a "class action suit" will be treated as arising out of a single "wrongful employment act".
4. Any "claim" or "suit" which is made subsequent to the "Employment Practices Liability Coverage Period" or the Extended Reporting Period (if applicable) and which, pursuant to **Section V, Paragraph 2.a. or b.** is considered made during the "Employment Practices Liability Coverage Period" or Extended Reporting Period (if applicable) shall also be subject to the Limits of Insurance shown in the Declarations for this Coverage Form and the limits and rules set forth in **Section III – Limits of Insurance**.
5. Payments for "defense costs" are included within the Employment Practices Liability Coverage Aggregate Limit of Insurance. "Defense costs" are part of, and not in addition to, the Employment Practices Liability Coverage Aggregate Limit of Insurance. Our duty to defend or to make payment for any "loss" ends after the Employment Practices Liability Coverage Aggregate Limit of Insurance has been exhausted by payment of judgments, settlements, or "defense costs" under this Coverage Form.

The Limits of Insurance of this Coverage form apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, starting with the inception date of the "Employment Practices Liability Coverage Period" shown in the Declarations. If the "Employment Practices Liability Coverage Period" is extended after the policy is issued for an additional period of less than twelve (12) months, then the Limits of Insurance are increased proportionately to the period of time that the policy is extended.

SECTION IV – DEDUCTIBLE

1. Our obligation to pay damages on your behalf for "wrongful employment acts" applies only to the amount of damages in excess of the deductible amount shown in the Declarations for this Coverage Form.

Expenses we incur in investigating, defending, and settling "claims" and "suits" are included in the deductible.
2. The terms of this Coverage Form, including those with respect to:

- a. Our right and duty to defend any "claims" or "suits" seeking those damages; and
- b. Your duties, and the duties of any other involved insured, in the event of a "wrongful employment act", "claim", or "suit"

apply irrespective of the application of the deductible amount.

SECTION V – EMPLOYMENT PRACTICES LIABILITY COVERAGE CONDITIONS

1. Bankruptcy

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

2. Duties in the Event of an Incident, Claim, or Suit

- a. You must see to it that we are notified as soon as practicable of any "wrongful employment act" which may result in a "claim" or "suit". If, during the "Employment Practices Liability Coverage Period", a "wrongful employment act", incident, or event occurs which you reasonably believe may give rise to a "claim" or "suit" for which coverage may be provided hereunder, such belief being based upon either written notice from the potential claimant or the potential claimant's representative; or notice of a complaint filed with EEOC, DOL, or OFCCP (or similar federal, state, or local agency); or upon an oral "claim", allegation, or threat, you shall give written notice to us as soon as practicable and it should include:

- 1) The identity of the person(s) alleging a "wrongful employment act";
- 2) The identity of the insured(s) who allegedly were involved in the "wrongful employment acts", incidents, or events;
- 3) The date the alleged "wrongful employment acts", incidents, or events took place; and
- 4) The written notice or a memorandum of the oral "claim", allegation, or threat referred to above.

If written notice is given to us during the "Employment Practices Liability Coverage Period" or Extended Reporting Period (if applicable), pursuant to the above requirements, then any "claim" or "suit" which is subsequently made against any insureds and reported to us as soon as practicable alleging, arising out of, based upon, or attributable to such circumstances or alleging any "related wrongful employment act" to such circumstances, shall be deemed, for the purpose of this insurance, to have been first made during the "Employment Practices Liability Coverage Period" or

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Extended Reporting Period (if applicable) in effect at the time such notice of such circumstances was first given.

- b. If you submit written notice of a "claim" or "suit", pursuant to this Paragraph 2., then any "claim" or "suit" that may subsequently be made against an "insured" and reported to "us" alleging the same or a "related wrongful employment act" to the "claim" or "suit" for which such notice has been given shall be deemed, for the purpose of this insurance, to have been first made during the "Employment Practices Liability Coverage Period" or Extended Reporting Period (if applicable) in effect at the time such written notice was first submitted to us.

- c. If a "claim" is made or "suit" is brought against any insured, you must:

- 1) Immediately record the specifics of the "claim" or "suit" and the date received; and
- 2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.

- d. You and any other involved insured must:

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

- 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.

- f. Notice given by or on behalf of the insured, or written notice by or on behalf of the injured person or any other claimant, to any Agent of ours in New York State, with particulars sufficient to identify the insured, shall be considered to be notice to us.

3. Failure to Give Notice

Failure to give notice to us as required under this Coverage Form shall not invalidate any "claim" or "suit" made by the insured, injured person, or any other claimant, unless failure to provide such timely notice has prejudiced us. However, no "claim" or "suit" made by the insured, injured person, or other claimant will be invalidated if it shall be shown not to have been reasonably possible to give such timely notice and that notice was given as soon as was reasonably possible thereafter.

4. Legal Action Against Us

- a. Except as provided in Paragraph b., no person or organization has a right under this Coverage Form:

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

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Form 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.

- b. With respect to all "claims", if we deny coverage or do not admit liability because an insured or the injured person, someone acting for the injured person or other claimant fails to give us written notice as soon as practicable, then the injured person or other claimant may bring an action against us, provided the sole question is whether the denial of coverage or non-admission of liability is based on the failure to provide timely notice.

However, the injured person, someone acting for the injured person, or other claimant may not bring action within sixty (60) days after we deny coverage or do not admit liability, we or an insured:

- 1) Brings an action to declare the rights of the parties under the policy; and
- 2) Names the injured person, someone acting for the injured person or other claimant as a party to the action.

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Form, our obligations are limited as follows:

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a. **Primary Insurance**

This insurance is primary except when Paragraph b. – **Excess Insurance** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. – **Method of Sharing** below.

b. **Excess Insurance**

This insurance is excess over any of the other insurance, whether primary, excess, contingent, or on any other basis, that is effective prior to the beginning of the "Employment Practices Liability Coverage Period" shown in the Declarations of this insurance and applies to a "claim" or "suit" on other than a claims-made basis, if:

- 1) No Retroactive Date is shown in the Declarations for this Coverage Form; or
- 2) The other insurance has a policy period which continues after the Retroactive Date shown in the Declarations for this Coverage Form.

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

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

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

We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Form.

c. **Method of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable Limit of Insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable Limit of Insurance to the total applicable limits of insurance of all insurers.

6. **Representations**

By accepting this Coverage Form, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. **Separation of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Employment Practices Liability Coverage Form to the first Named Insured, this insurance applies:

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

8. **Transfer of Rights of Recovery Against Others to Us**

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

9. **Transfer of Duties When a Limit of Insurance is Used Up**

- a. If we conclude that, based on "claims" or "suits" which have been reported to us and to which this insurance may apply, the Aggregate Limit is likely to be used up in the payment of judgments or settlements, we will notify the first Named Insured, in writing, to that effect.
- b. When a Limit of Insurance described in Paragraph a. above has actually been used up in the payment of judgments or settlements:
 - 1) We will notify the first Named Insured, in writing, as soon as practicable, that:
 - 2) We will initiate, and cooperate in the transfer of control, to any appropriated insured, of all "claims" and "suits" seeking damages which are subject to that limit and which are reported to us

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before that limit is used up. That insured must cooperate in the transfer of control of said "claims" and "suits".

We agree to take such steps, as we deem appropriate, to avoid a default in, or continue the defense of, such "claim" or "suits" until such transfer is completed, provided the appropriate insured is cooperating in completing such transfer.

We will take no action whatsoever with respect to any "claim" or "suit" seeking damages subject to that limit, must arrange for the defense for such "claim" or "suit" within such time period as agreed to between the appropriate insured and us. Absent of any such agreement, arrangements for the defense of such "suit" must be made as soon as practicable.

- 3) The first Named Insured and any other insured involved in a "claim" or "suit" seeking damages subject to that limit, must arrange for the defense for such "claim" or "suit" within such time period as agreed to between the appropriate insured and us. Absent of any such agreement, arrangements for the defense of such "claim" or "suit" must be made as soon as practicable.

- c. The first Named Insured will reimburse us for expenses we incur in taking those steps we deem appropriated in accordance with Paragraph **b. 2)** above.

The duty of the first Named Insured to reimburse us will begin on:

- 1) The date on which the applicable Limit of Insurance is used up, if we sent notice in accordance with Paragraph **a.** above; or
 - 2) The date on which we sent notice in accordance with Paragraph **b. 1)** above, if we did not send notice in accordance with Paragraph **a.** above.
- d. The exhaustion of any limit of insurance by payment of judgments or settlements, and resulting end of our duty to defend, will not be affected by our failure to comply with any of the provisions of this Condition.

10. When We Do Not Renew

If we decide not to renew this policy, we will send notice as provided in Paragraph **a.** below.

- a. If we decide not to renew this policy, we will mail or deliver written notice to the first Named Insured shown in the Declarations at least 60 but not more than 120 days before:
 - 1) The expiration date; or
 - 2) The anniversary date if this is a continuous policy.

- b. Notice will be mailed or delivered to the first Named Insured at the address shown in the policy and to the authorized agent or broker. If notice is mailed, proof of mailing will be sufficient proof of notice.

- c. Notice will include the specific reason(s) for nonrenewal or conditional renewal, including the amount of any premium increase for conditional renewal and description of any other changes.

- d. If we violate any of the provisions of Paragraph **a., b.,** or **c.** above by sending the first Named Insured an incomplete or late conditional renewal notice or a late nonrenewal notice:

- 1) And if notice is provided prior to the expiration date of this policy, coverage will remain in effect at the same terms and conditions of this policy at the lower of the current rates or the prior period's rates until 60 days after such notice is mailed or delivered, unless the first Named Insured, during this 60-day period, has replaced the coverage or elects to cancel;

- 2) And if the notice is provided on or after the expiration date of this policy, coverage will remain in effect at the same terms and conditions of this policy for another policy period, at the lower of the current rates or the prior period's rates, unless the first Named Insured, during this additional policy period, has replaced the coverage or elects to cancel.

- e. If you elect to renew on the basis of a late conditional renewal notice, the terms, conditions and rates set forth in such notice shall apply:

- 1) Upon expiration of the 60-day period, unless Subparagraph **2)** below applies; or
- 2) Notwithstanding the provisions in Paragraphs **d.1)** and **d.2)**, as of the renewal date of the policy if the conditional renewal notice was sent at least 30 days prior to the expiration or anniversary date of the policy.

- f. We will not send you notice of nonrenewal or conditional renewal if you, your authorized agent or broker or another insurer of yours mails or delivers notice that the policy has been replaced or is no longer desired.

11. Change in Control of Named Insured

In the event of a "transaction" then this Employment Practices Liability Coverage shall continue in full force and effect as to "wrongful employment acts" occurring prior to the effective time of the "transaction", but there shall be no coverage afforded by any provision of this Employment Practices Liability Coverage for any actual or alleged "wrongful employment acts" occurring after the effective time of the "transaction". This Employment Practices Liability Coverage may not be cancelled after the effective

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time of the "transaction" and the entire premium for this Employment Practices Liability Coverage shall be deemed earned as of such time. You shall also have the right to the Extended Reporting Periods described in **Section VI – Extended Reporting Periods**.

You shall give us written notice of the "transaction" as soon as practicable, but no later than thirty (30) days after the effective date of the "transaction".

12. Your Right to Claim Information

We will provide you the following information relating to this and any preceding claims-made coverages that we have issued covering the insured under this Employment Practices Liability Coverage Form for the period of time coverage has been provided:

- a. A list or other record of each "claim", not previously reported to any other insurer, of which we were notified in accordance with Paragraph 2. **Duties in the Event of an Incident, Claim, or Suit of Section V – Employment Practices Liability Coverage – Conditions**. We will include the date and brief description of the "claim" if that information was in the notice we received.
- b. A summary by policy year, of payments made and amounts reserved, stated separately, under any applicable Aggregate Limit.

Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values.

You must not disclose the information to any claimant or any claimant's representative without our consent.

We will provide the above information if we receive a written request from the first Named Insured within ten (10) days of receipt of the request.

We compile "claim" information for our own business purposes and exercise reasonable care in doing so. In providing this information to you, we make no representations or warranties to any persons insured, insurers, or others to whom this information is furnished by or on behalf of any persons insured. Cancellation or non-renewal will be effective even if we inadvertently provide inaccurate information.

SECTION VI – EXTENDED REPORTING PERIODS

1. We will provide one or more Extended Reporting Periods, as described below, upon termination of coverage.

Termination of coverage means, whether made by the insurer or the insured at any time:

- a. Cancellation or nonrenewal of a policy;

- b. Renew or replace this coverage with insurance that is not on a claims-made basis; or
- c. Decrease in limits, reduction of coverage, increased deductible, or self-insured retention, new exclusion, or any other change in coverage less favorable to the insured.

2. If an event specified in Paragraph 1. of **Section VI – Extended Reporting Periods** has occurred, you shall have the right to an Automatic Extended Reporting Period of sixty (60) days after the effective date of cancellation or nonrenewal at no additional premium in which to give us written notice of "claims" first made or "suits" first brought against the insureds during said Automatic Extended Reporting Period for any "wrongful employment acts" occurring before the end of the "Employment Practices Liability Coverage Period" and are otherwise covered by this Employment Practices Liability Coverage Form.

The Automatic Extended Reporting Period is excess over any "claims" or "suits" that are covered under any valid and collectible insurance.

3. We will send you written notice within sixty (60) days after termination of coverage describing the Automatic Extended Reporting Period and its availability, the importance of purchasing the Supplemental Extended Reporting Period and the premium for it.
4. If an event specified in Paragraph 1. of **Section VI – Extended Reporting Periods** has occurred, a Supplemental Extended Reporting Period of five years duration is available, but only by an endorsement and for an extra premium charge. This supplemental period starts when the Automatic Extended Reporting Period, set forth in Paragraph 2. above ends.

You must send us a written acceptance for the Supplemental Extended Reporting Period within the greater time period:

- a. Sixty (60) days after the date of termination of coverage; or
- b. Thirty (30) days from mailing or delivery of the Notice for the Extended Reporting Period.

The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

If the Named Insured ceases operations because of bankruptcy or liquidation, or the Named Insured does not purchase the Supplemental Extended Reporting Period Coverage, any person covered as an insured can send us a written notice requesting the Supplemental Extended Reporting Period within 120 days after the date of termination of coverage.

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We will determine the additional premium 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 Coverage Form for future payments of damages; and
- d. Other related factors.

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 insurance afforded for "claims" or "suits" 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, but for:

- a. The exhaustion of the Limit of Insurance applicable to such "claim" or "suit"; or
 - b. Any applicable deductible.
5. The Automatic Extended Reporting Period does not reinstate or increase the Limits of Insurance applicable to any "claim" or "suit" covered under this Coverage Form, except to the extent described in Paragraph 6. Below.
 6. If the Supplemental Extended Reporting Period is in effect, we will provide the Employment Practices Liability Aggregate Limit of Insurance described below, but only for "claims" or "suits" first received and recorded during the Supplemental Extended Reporting Period.

The Supplemental Aggregate Limits of Insurance will be 100% or greater than the dollar amount of the Employment Practices Liability Coverage shown in the Declarations in effect at the end of the "Employment Practices Liability Coverage Period".

Paragraph 2. of Section III – Limits of Insurance will be amended accordingly.

SECTION VII – DEFINITIONS

1. "Bodily injury" means physical injury, sickness, or disease, including death resulting from any of these at any time.
2. "Claim" means a written demand against any insured for money. The term "claim" shall also mean an Equal Employment Opportunity Commission (EEOC), Department of Labor (DOL), or Office of Federal Contract Compliance Program (OFCCP) (or similar federal, state, or local agency) proceeding or investigation seeking monetary relief commenced by the filing of a notice of charges, service of a complaint or similar document of which notice has been given to you. However, in no event, shall the term

"claim" include any labor or grievance proceeding, which is subject to a collective bargaining agreement.

3. "Class action suit" means any suit seeking certification or certified as a class action by a federal or state court.
4. "Coverage territory" means anywhere in the world, but only if the "claim" is made or "suit" is brought against any insured for a "wrongful employment act" in the United States of America, its territories and possessions, Puerto Rico, and Canada.
5. "Defense costs" means reasonable and necessary fees, costs, and expenses consented to by us resulting solely from the investigation, adjustment, defense, and appeal of a "claim" or "suit" against you. "Defense costs" include:
 - a. All expenses we incur.
 - b. The cost of bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. We do not have to furnish these bonds.
 - c. 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.
 - d. All court costs taxed against the insured in the "claim" or "suit".

In no event shall "Defense Costs" include your or our routine on-going expenses, including, without limitation, the salaries of your or our "employees", officers, or staff attorneys.

6. "Employee" means an individual whose labor or service is engaged by and directed by you for remuneration, whether such individual is in a supervisory, co-worker, or subordinate position or otherwise, including any part-time, seasonal, and temporary "employees".

An individual who is an independent contractor or leased to you shall also be an "employee". Independent contractors who do not provide ongoing and routine services solely for you shall not be considered "employees", including but not limited to independent trade contractors (e.g. plumber, electrician).

7. "Employment Practices Liability Coverage Period" means the period commencing on the effective date shown in the Declarations. This period ends on the earlier of the expiration date or the effective date of cancellation of this Employment Practices Liability Coverage. If you became an insured under this Employment Practices Liability Coverage after the effective date, the "Employment Practices Liability Coverage Period" begins on the date you became an insured.

8. "Loss(es)" means monetary amounts to which this insurance applies and which you are legally obligated to pay (including front pay and back pay), judgments, settlements, pre- and post-judgment interest on that part of any judgment paid by us, statutory attorney fees, and "defense costs"; however, "loss" shall not include:

- a. Civil or criminal fines or penalties imposed by law;
- b. Taxes;
- c. Employment related benefits, stock options, perquisites, deferred compensation, or any other type of compensation other than salary, wages, or bonus compensation;
- d. Any liability or costs incurred by any insured to modify any building or property in order to make said building or property more accessible or accommodating to any disabled person, or any liability or costs incurred in connection with any educational, sensitivity, or other corporate program, policy, or seminar; or
- e. Matters which may be deemed uninsurable under the law pursuant to which this Employment Practices Liability Coverage shall be construed.
- f. Punitive or exemplary damages; or
- g. The multiplied portion of multiplied damages.

9. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not been physically injured. All such loss of use shall be deemed to occur at the time of the occurrence that caused it.

Electronic data is not tangible property

As used in this definition, electronic data means information, facts, or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices, or any other media which are used with electronically controlled equipment.

10. "Recognized volunteer" means an uncompensated individual who volunteers labor or services to you, but only when performing such labor or services at the request of and under the direction of you.

11. "Related wrongful employment act(s)" means "wrongful employment acts" which are the same, related, or continuous, or "wrongful employment acts" which arise from a common nucleus of facts. "Claims" or "suits" can allege

"related wrongful employment acts", regardless of whether such "claims" or "suits" involve the same or different claimants, insureds, or legal causes of actions.

12. "Suit" means a civil proceeding seeking monetary damages, and includes arbitration, mediation, or any other alternative dispute resolution procedure seeking such damages, to which the insured must submit or may submit with "our" consent. "Suit" shall not include any civil proceeding arising from any labor or grievance dispute which is subject to a collective bargaining agreement.

13. "Third party violation" means any actual or alleged discrimination (other than disparate treatment discrimination) or sexual harassment (other than intentional sexual harassment) against your customers, vendors, or clients. "Third party violation" shall also include any of the following as it relates to such discrimination or sexual harassment:

- a. Violation of an individual's civil rights;
- b. Libel;
- c. Slander;
- d. Humiliation;
- e. Mental anguish;
- f. Infliction of emotional distress;
- g. Defamation; or
- h. Invasion of privacy.

14. "Transaction" means any of the following that occur during the "Employment Practices Liability Coverage Period":

- a. The Named Insured consolidates with, merges into, or sells all or substantially all of its assets to any other person or entity or group of persons or entities acting in concert; or
- b. Any person or entity or group of persons or entities acting in concert shall acquire an amount of the outstanding securities representing more than fifty percent (50%) of the voting power for the election of directors or General Partners of the Named Insured (in the event the Named Insured is a Partnership), or acquires the voting rights of such an amount of such securities; or
- c. A General Partner of the Named Insured (in the event the Named Insured is a partnership) withdraws, resigns, or is terminated.

15. "Whistleblower law" means a statute, rule, or regulation, which protects an "employee" against discrimination from his or her employer, if the "employee" discloses or threatens to disclose to a superior or any governmental agency; or who gives testimony relating to, any action with respect

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to the employer's operations, which may be a violation of public policy as reflected in legislation, administrative rules, regulations, or decisions, judicial decisions, and professional codes of ethics.

16. "Wrongful employment act(s)" means any actual or alleged:
- a. Wrongful dismissal, discharge or termination (either actual or constructive), including breach of an implied contract;
 - b. Harassment or coercion (including sexual harassment, whether quid pro quo, hostile work environment, or otherwise); provided, however, harassment or coercion shall not include intentional harassment or coercion;
 - c. Discrimination (including but not limited to discrimination based upon age, gender, race, color, national origin, religion, sexual orientation or preference, pregnancy, or disability); provided, however, discrimination shall not include discrimination based on disparate treatment;
 - d. "Retaliation" (including lockouts); provided, however, "retaliation" shall not include intentional "retaliation";
 - e. Employment-related misrepresentation(s) to your "employee" or applicant for employment with you;
 - f. Employment-related libel, slander, humiliation, mental anguish, infliction of emotional distress, defamation, or invasion of privacy;
 - g. Wrongful failure to employ or promote;
 - h. Wrongful deprivation of career opportunity, wrongful demotion, or negligent "employee" evaluation, including the giving of negative or defamatory statements in connection with an "employee" reference;
 - i. Wrongful discipline;
 - j. Failure to provide or enforce adequate or consistent corporate policies and procedures relating to any "wrongful employment act";
 - k. Negligent supervision or hiring by an insured, relating to any of the above;
 - l. Violation of an individual's civil rights relating to any of the above; provided, however, violation of an individual's civil rights shall not include intentional violation of an individual's civil rights; or
 - m. "Third party violations", but only if coverage for "third party violations" is shown in the Declarations.

Notwithstanding the foregoing with respect to "claims" subject to New York Law, we shall not be liable to make

any payment for "loss" in connection with a "claim" made against you for any harassment, intentional discrimination, or civil right violation of any law, rule, or statute of New York. However, if a "claim" or "suit" also includes an allegation which is otherwise covered under this Coverage Form, we will defend a "claim" or "suit" alleging that an insured participated in, directed, or knowingly allowed any harassment, "retaliation", intentional discrimination, or civil rights violations of any law, rule, or statute of New York until such time as the insured is determined to have committed such harassment, "retaliation", intentional discrimination, or civil rights violation of any law, rule, or statute of New York. The "wrongful employment act(s)" of any insured(s) shall not be imputed to any other insured for the purposes of determining the applicability of the foregoing exclusion.

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NOTICE – CLAIMS-MADE COVERAGES

NEW YORK

This Notice becomes part of the Application.

This Notice becomes part of the Declarations.

The Contractors Errors and Omissions Liability Coverage; Directors and Officers Liability Coverage - Condominium and Homeowners Associations; Directors and Officers Liability Coverage - Religious Organizations; Directors and Officers Liability Coverage - Non-Profit Organizations; Emergency Medical Technicians Errors and Omissions Liability Coverage; Employee Benefits Liability Coverage; Employment Practices Liability Insurance Coverage; Fire Companies Errors and Omissions Coverage; Manufacturer's Errors and Omissions Liability Coverage; Printers Errors and Omissions Liability Coverage; Technology Errors and Omissions Liability Coverage that provide coverage on a claims-made basis.

Please read the following as it provides a general explanation of the claims-made coverage and is subject to the terms and provisions of the actual Endorsement.

1. Coverage will not apply to any losses from incidents, occurrences or alleged wrongful acts which take place before the Retroactive Date, if any, or after the expiration of the policy period.
2. Coverage will apply to losses from incidents which take place after the Retroactive Date, if any, but before the beginning of the policy period only if the insured did not know of the incident before the beginning of the policy period and if any claim is made according to 4. below.
3. Coverage will not apply to any loss for which claim is first made after termination of coverage or any Basic or Supplemental Extended Reporting Period described in the Extended Reporting Periods - Condition of the Endorsement.
4. Coverage will apply only to claims which are:
 - a. First made during the policy period and any subsequent renewals; or
 - b. During the Basic Extended Reporting Period described in the Extended Reporting Periods Condition of the Endorsement; or
 - c. During the Supplemental Extended Reporting Period of unlimited duration except (Manufacturer's Errors and Omissions Liability Coverage – provides a 5 year period) described in the Extended Reporting Periods Condition of the Endorsement. For this Supplemental Extended Reporting

Period the insured must send us a written acceptance within the greater time period, (a) sixty days of the termination of coverage; or (b) thirty days from the date of mailing or delivery of the company's notice to the insured of costs for and provisions of Extended Reporting Periods, in order to allow claims to be made against the policy coverage after the expiration of any Basic Extended Reporting Period.

- d. Potential coverage gaps may arise upon expiration of the Extended Reporting Periods.
5. For the first several years of claims-made coverage, claims-made premiums will be comparatively lower than for occurrence premium, and will increase substantially for each renewal of those policies independent of any overall rate increase until the claims-made relationship reaches maturity. Claims-made prices will be the same as occurrence prices for mature accounts (in their fifth or later years). The purchase of Supplemental Extended Reporting Periods, as described above, requires additional premium payments.
6. Regarding the Supplemental Extended Reporting Period:
 - a. The rates for this will be based on the rates for the coverage that are in effect at the time of termination of coverage;
 - b. Rates may be subject to substantial increase over the rates currently in effect;
 - c. You can send us a written notice requesting the average statewide percentage rate changes, and the effective dates of each rate revision which we implemented in New York during the past five years immediately preceding the effective date of the policy for the coverage which we provided; or
 - d. Any change in the rates may or may not be indicative of the future rate changes.
7. A Supplemental Aggregate Limit is provided and is equal to the Aggregate Limit for the coverage.



NEW YORK IMPORTANT NOTICE TO POLICYHOLDERS – ERIESECURE BUSINESS – SUMMARY OF CHANGES

This Notice summarizes a change to renewal policies.

This Notice is a basic description of the major changes in terms, coverages, and exclusions that will be effective upon renewal of your ErieSecure Business Policy. Some of the changes described below will result in the reduction of coverage or the addition of an exclusion of coverage in your policy. Other changes may broaden, clarify, or have no impact on coverage.

This Notice provides a listing of miscellaneous forms and endorsements changes that have been made to the ErieSecure Business Policy. Your policy may contain one or more of these forms and endorsements. If a form or endorsement is applicable to your policy, it will appear on the Declarations under the Schedule of Forms.

This Notice does not reference every editorial change made in the policy.

This Notice is not an insurance policy or contract. All coverages are subject to the specific terms, conditions, limits, and exclusions contained in your renewal policy and all applicable endorsements.

PLEASE READ YOUR RENEWAL POLICY AND ENDORSEMENTS CAREFULLY for details regarding coverage including the limitation of coverage. In the case of any conflict between this Notice and the policy including endorsements, the policy language is controlling. Your payment of the renewal premium for this policy acknowledges your understanding and acceptance of the changes outlined in this Notice. If you have any questions concerning this Notice or your renewal policy and endorsements, please contact your ERIE Agent.

Exclusion - Lead Liability EPP3208NY (Ed. 10/19)

Explanation of Change

During a recent review, we discovered Exclusion – Lead Liability (EPP3208NY) was incorrectly applied to policies. Based on this review, the Exclusion – Lead Liability (EPP3208NY) may be added to your policy, resulting in a reduction in coverage. Alternatively, the Exclusion – Lead Liability (EPP3208NY) may be removed from your policy.

If your renewal policy excludes lead liability, Exclusion – Lead Liability (EPP3208NY) will show on your Declarations, under Policy Optional Coverages and Exclusions. Additionally, EPP3208NY will be listed in the Schedule of Forms on your Declarations.

Reduction in Coverage

If your renewal policy excludes lead liability, hazards associated with lead, lead compounds, or any other substance or material containing lead will be excluded under your policy.

Premium Impact

Your premium may have been lower than intended because the lead liability exclusion had been added to your policy. If your renewal policy no longer excludes lead liability, there will be an increase in your liability premium. If your renewal policy now excludes lead liability there will be a decrease in your liability premium.

Abuse or Molestation Exclusion CG2146 (Ed. 7/98)

Abuse or Molestation Exclusion CG2146 (Ed. 7/98) is being added to all ErieSecure Business policies with General Liability coverage to reinforce that abuse and molestation exposures are not contemplated under General Liability insurance.

IMPORTANT NOTICE – ERIESECURE BUSINESS FORM CHANGES – SUMMARY OF CHANGES – NEW YORK

This Notice summarizes changes to renewal policies.

This Notice is a basic description of the major changes in terms, coverages, and exclusions that will be effective upon renewal of your ErieSecure Business Policy. Some of the changes described below will result in the reduction of coverage or the addition of an exclusion of coverage in your policy. Other changes may broaden, clarify, or have no impact on coverage.

This Notice provides a listing of miscellaneous forms and endorsements changes that have been made to the ErieSecure Business Program. Your policy may contain one or more of these forms and endorsements. If a form or endorsement is applicable to your policy, it will appear on the Declarations under the Schedule of Forms.

This Notice does not reference every change made in the policy.

This Notice is not an insurance policy or contract. All coverages are subject to the specific terms, conditions, limits, and exclusions contained in your renewal policy and all applicable endorsements. PLEASE READ YOUR RENEWAL POLICY AND ENDORSEMENTS CAREFULLY for details regarding coverage including the limitation of coverage. In the case of any conflict between this Notice and the policy including endorsements, the policy language is controlling. Your payment of the renewal premium for this policy acknowledges your understanding and acceptance of the changes outlined in this Notice. If you have any questions concerning this Notice or your renewal policy and endorsements, please contact your ERIE Agent.

FORM CHANGES

NEW YORK CHANGES – LIMITATION OF COVERAGE TO DESIGNATED PREMISES, PROJECT OR OPERATION CG 21 14 (Ed. 4/17)

- **Reduction in Coverage**
 - If CG 21 44 (7/98) was previously attached to your policy, the attachment of this endorsement CG 21 14 (4/17) may result in a reduction in coverage in the context of a scheduled premises, to the extent that coverage may have been previously available or provided for bodily injury or property damage that occurs, or a location-based offense that is committed, away from the scheduled premises.

EXCLUSION – PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS) CG 40 32 (Ed. 5/23)

- **Reduction in Coverage**
 - Added a Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS) exclusion for bodily injury, property damage, and personal and advertising injury arising out of any PFAS exposure, including any loss, cost, or expense arising out of abating, testing for, monitoring, cleaning up, or other related activities of PFAS by any insured or by any other person or entity.

POLICY CHANGE ENDORSEMENT – EXCLUSIONS – NEW YORK EPP0008NY (Ed. 9/23)

- **Reduction in Coverage**
 - Added a Human Trafficking exclusion for bodily injury, property damage, and personal and advertising injury arising out of the actual, alleged, threatened, or suspected human trafficking, including any attempt to commit or conspiracy to commit acts related to human trafficking by you or on your behalf.
 - Added a Violation of Law Addressing Data Privacy exclusion for bodily injury, property damage, or personal or advertising injury, arising out of an actual or alleged violation of any law concerning the privacy of any person's or organization's confidential or personal material or information, including financial, health, biometric, or other nonpublic material or information.

EMPLOYMENT PRACTICES LIABILITY – NEW YORK EPP3700NY (Ed. 9/23)

- **Reduction in Coverage**
 - Added a Violation of Law Addressing Data Privacy exclusion for bodily injury, property damage, or personal or advertising



injury, arising out of an actual or alleged violation of any law concerning the privacy of any person's or organization's confidential or personal material or information, including financial, health, biometric, or other nonpublic material or information.

- **Clarification in Coverage**

- Revised the Confidential or Personal Material or Information exclusion to clarify that any liability arising from access to or disclosure of confidential or personal biometric material or information is excluded.

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

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

Terrorism Premium (Certified Acts) \$ 4 - This is the portion of your annual premium attributable to coverage for terrorism (Certified Acts) under the ErieSecure Business policy (\$4.00 per policy issued).

Additional Information, if any, concerning the terrorism premium:

SCHEDULE – PART II (Refer to Paragraph B. in this endorsement)

Federal share of Terrorism Losses: 80%

(Applicable if policy is in force)

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

A. Disclosure of Premium

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

B. Disclosure of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses at-

tributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion,

and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.





Design Function, Inc.

639 County Line Road
Queensbury, NY 12804
518-798-2811

Estimate

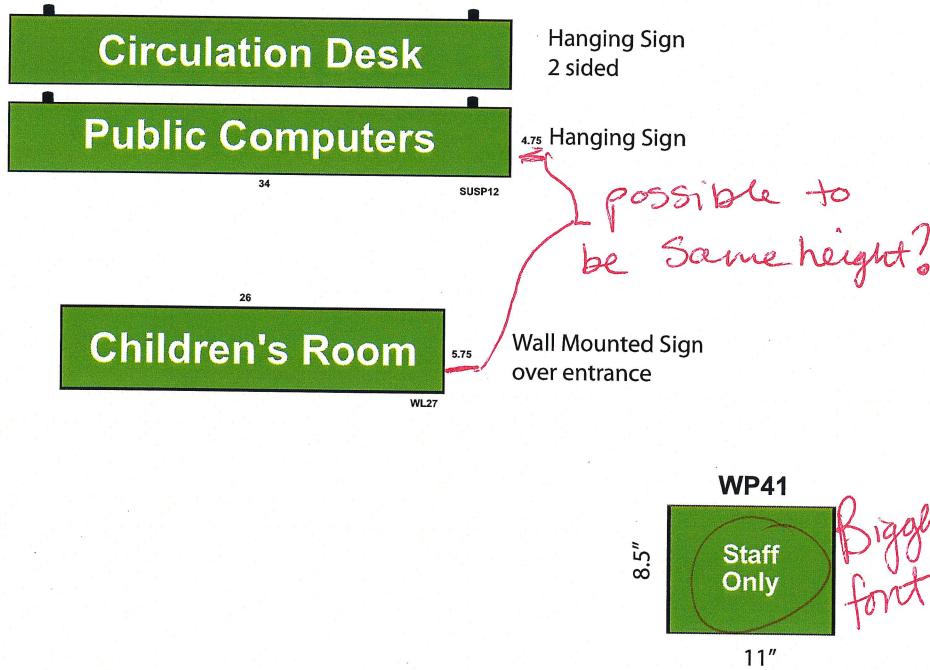
DATE	ESTIMATE #
8/30/2022	1406

NAME / ADDRESS
The Richards Library 36 Elm Street Warrensburg, NY 12885

TERMS
75% Dep - Balance at Completion

ITEM	DESCRIPTION	QTY	COST	TOTAL
ADA Sign	Room ID with braille (WP23)	7	71.49	500.43
ADA Sign	Restroom ID with braille (WP26)	3	88.50	265.50
ADA Sign	Staff Only for stairway (WP41)	1	77.60	77.60
ADA Sign	Children's Room slat (WL27)	1	77.29	77.29
ADA Sign	Circ Desk, Public Computers (SUSP12)	2	173.36	346.72
ADA Sign	Stack labels (WL35)	8	71.27	570.16
ADA Sign	Fiction (DK6)	4	46.74	186.96
ADA Sign	Directory 9 slats plus header	2	470.76	941.52
Fabrication	oak frame for one directory (T&M)	1	550.00	550.00
Labor	design, layouts, print files, assembly time, (hourly rate)	10	75.00	750.00
Shipping	Inbound freight costs for components (Estimated)		150.00	150.00
I & D	Installation and Delivery (estimate 1 day)		600.00	600.00
Vinyl	Cut vinyl copy for various doors.		117.60	117.60
			TOTAL	\$5,133.78

I would like to finalize a darker green.



Utility Room A
Fire Suppression / Furnace

Utility Room B
Furnace

Utility Room C
Electrical / Elevator

Storage
Janitor A
Janitor B
Staff Only
Stairs

Vinyl Lettering Applied to Doors



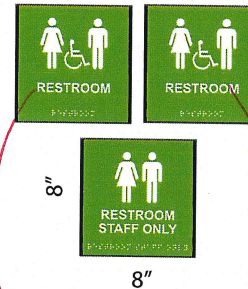
Design Function, Inc.
680 County Line Road
Chester, NY 12004
518-798-2811
518-798-2347 fax

Room IDs
with braille copy

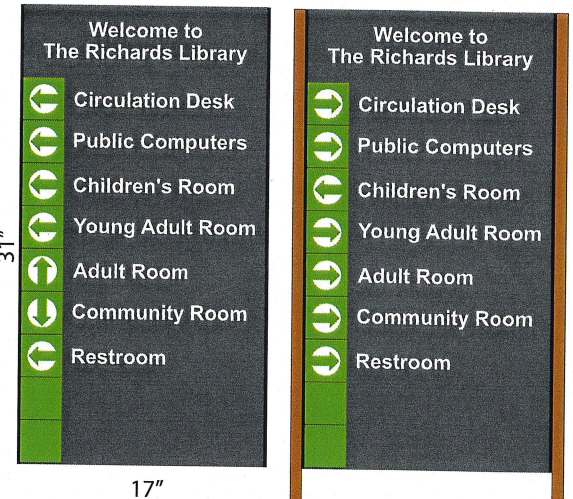
WP23



WP26



DIRP Series Portrait Directory



Entrance Lobby Directory
Make two.

One mounts on wall
left of elevator

One will mount on
custom oak frame/stand
for front entrance.

*Any trim
samples?*

** Discuss adding by portraits of sisters in Adult Room, too. (And parents/grandfather?)*

Family Restroom or note about changing stations?

Project: Interior Wayfinding/ADA Signage V4
Location: Richards Library, Warrensburg, NY
Date: 8/29/2022
Drawn by: Ed Ostberg

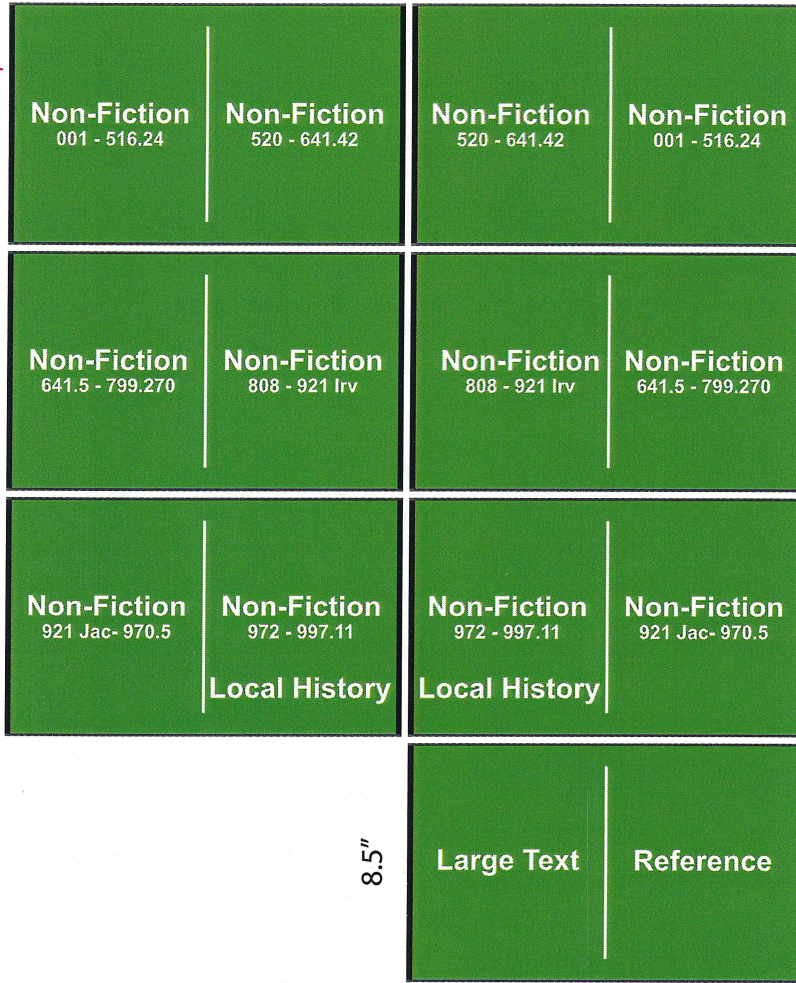
*4 gray signs I missed around stairwell to Community Room.
2 say "Stairs", 1 "Level 2", 1 "Level 1" -> all squares ~4"x4"*

WL35

Signs to mount on stack ends

Front End

Back End



8.5"

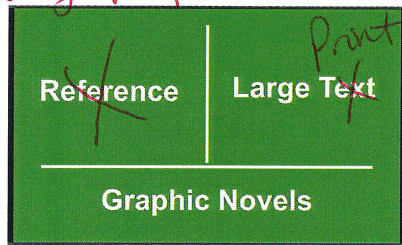
14"

What will the edges look like?

Adult non-fiction was reorganized, so there will be different #s for production.

Signs with legs to stand on top of stacks

DK9



8.5"

14"

DK8

2 w/ stands + 2 attached to side of stacks



Utilizing picture rail above stacks

8.5"

11" 14"



Design Function, Inc.
639 County Line Road
Queensbury, NY 12804
518-798-2811
518-798-2347 fax

Project: Interior Wayfinding/ADA V4; Stack Lables
Location: Richards Library, Warrensburg, NY
Date: 8/29/2022
Drawn by: Ed Ostberg