ELLIJAY CITY HALL

JUNE 16, 2025

5:30 WORKSHOP

6:00 REGULAR MEETING

Call to Order

Prayer and Pledge of Allegiance

Approval of Agenda

Approval of Minutes for May Meeting

Approval of May Financial Statement

Staff Reports

Citizen Input

NEW BUSINESS

First Reading – An Ordinance To Amend The Code Of Ordinances Of The City Of Ellijay In Order To Add Chapter 83 For Towing Removal, Wrecker Services And Storage

Review and Action - Property and Liability Insurance Renewal

Executive Session – Personnel, Pending Litigation, Land Acquisition

Adjourn

Mayors Report

- A new law regulating the use of immobilization devices on vehicles on private property was passed by the general assembly in this year's session. An ordinance permitting and regulating the use of immobilization devices and towing of vehicles on private property has been prepared and is on the agenda for first reading. A copy of the ordinance is included in your packet for review.
- Pam Fox with Southern States Insurance will be at Monday's workshop to go over the city's property and liability insurance renewal. A copy of the proposed renewal is included in your packet for review and is on the agenda for action.

City of Ellijay May 19, 2025

Workshop 5:30pm

Regular Meeting Started at 6:00pm ended at 6:21pm

Council Meeting Called to Order:

Welcome - Mayor Al Hoyle welcomed everyone to the meeting.

Prayer- Prayer was given by Councilmember Al Fuller.

Pledge- Mayor Al Hoyle led the Pledge of Allegiance.

Attendance:

Al Hoyle, Mayor - Present
Claudia Penland, Mayor Pro-Tem - Present
Tom Crawford, Councilmember - Absent
Al Fuller, Councilmember - Present
Kevin Pritchett, Councilmember - Present
Thomas Griffith, Councilmember-Present
Kayann Hayden West, City Attorney - Present
Edward Lacey, Police Chief-Present
Lori Pierce, City Clerk-Present
Andrew Mathis, Code Enforcement - Present
Mike Dempsey, Fire Chief - Absent

Approval of Agenda:

Councilmember Kevin Pritchett made a motion to approve the agenda for the May meeting. Councilmember Al Fuller seconded the motion. All approved.

Approval of Minutes:

Councilmember Al Fuller made a motion to approve the minutes for the April Meeting. Councilmember Thomas Griffith seconded the motion. All approved.

Approval of Financial Statements:

Councilmember Thomas Griffith made a motion to approve the April Financial Statement. Mayor Pro Tem Claudia Penland seconded the motion. All approved.

Staff Reports:

Police Department - Stated that the Special Event Permit for Dining With Fireflies had been located and approved.

Code Enforcement-Nothing to add to previously provided report.

Citizen Input:

None

New Business:

Review and Action: Special Event Permit (alcohol) Dining With Fireflies June 7, 2025 6:30pm-10:00pm, Applicant Michael Lancaster/Friends of Harrison Park- Councilmember Thomas Griffith made a motion to approve the Special Event Permit (alcohol) Dining With Fireflies. Councilmember Kevin Pritchett seconded the motion. All approved.

<u>Executive Session:</u> Personnel, Land Acquisition, Pending Litigation.

Councilmember Kevin Pritchett made a motion to go into Executive Session at 6:03pm. Councilmember Al Fuller seconded the motion. All approved.

Councilmember Thomas Griffith made a motion to go out of Executive Session at 6:21pm. Mayor Pro Tem Claudia Penland seconded the motion. All approved.

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Ad	I	O	П	ľ	n	

Councilmember Al Fuller made a motion to adjourn at 6:21pm.	Councilmember Kevin Pritchett seconded
the motion. All approved.	

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Lori	Pierce/City Cle	erk	

Expenditures

100-1100-11-511100 Salaries

City of Ellijay

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Statement of Revenue and Expenditures

Original Budget
For General Fund (100)
For the Fiscal Period 2025-5 Ending May 31, 2025

		Current	Current	Annual	YTD	Remaining
Account Number		Budget	Actual	Budget	Actual	Budget Amount
Revenues						
	Real Property Taxes-Current \$	0.00 \$	27.56 \$	256,466.00 \$	121,797.86 \$	134,668.14
100-0000-00-311200	Real Property Tax-Prior Years	0.00	8,903.33	0.00	40,399.81	
*	Personal Property Tax-Current	0.00	191,22	55,571.00	7,566.10 \$	
100-0000-00-311310	Motor Vehicle Tax	0.00	33.11	1,181.00	547.52 \$,
100-0000-00-311315	TAVT Tax	0.00	5,697.28	80,000.00	32,344.30 \$	
100-0000-00-311320	Mobile Home Tax	0.00	25.54	150.00	302.24 \$	· ·
	Personal Property-Delinquent	0.00	797.68	1,000.00	9,041.47 \$	` ,
100-0000-00-311600	Intangile Tax	0.00	813.66	15,000.00	7,316.36 \$	
100-0000-00-311700	Franchise Tax	0.00	0.00	300,000.00	326,782.17 \$	
	Pen/int-Real Property	0.00	2,681.75	1,000.00	5,341.83	
	Local Option Sales Tax	0.00	121,971.89	1,300,000.00	622,614.82 \$, ,
100-0000-00-314200	Alcohol Tax	0.00	15,256.50	140,000.00	69,695.32 \$	
100-0000-00-316200	Insurance Preminum Tax	0.00	0.00	150,000.00	0.00 \$	•
100-0000-00-316300	Financial Institution Tax	0.00	0.00	12,000.00	14,714.70 \$,
		0.00	637.11	6,500.00	3,386.63	
100-0000-00-319120		0.00	776.22	100.00	1,413.71 \$	•
100-0000-00-319400	' '	0.00	960.00	100.00	1,080.00 \$	• • • • •
100-0000-00-319500	FiFa	0.00	50.00	300.00	100.00 \$, ,
100-0000-00-321110	Licenses-Beer/Wine	0.00	0.00	16,500.00	3,050.00 \$	
100-0000-00-321111	Game Machines	0.00	0.00	200.00	130.00 \$	
100-0000-00-321125	Licenses - Wine Tasting Room	0.00	0.00	1,500.00	0.00 \$	
100-0000-00-321130	Licenses - Distilled Spirits	0.00	0.00	6,000.00	850.00 \$	•
100-0000-00-321131	Brewery	0.00	0.00	1,000.00	2,275.95 \$	•
100-0000-00-321400	General Business Licenses	0.00	250.00	50,000.00	28,680.00 \$,
100-0000-00-321410	Real Estate Licenses	0.00	0.00	500.00	115.34 \$	•
100-0000-00-321420	Insurance Licenses	0.00	25.00	10,000.00	4,950.00	
100-0000-00-322100	Building Permit Fees	0.00	2,028.62	20,000.00	29,097.00 \$	•
100-0000-00-322120	Zoning Request Fees	0.00	0.00	500.00	0.00 \$, , , ,
100-0000-00-322130	Annexation/Deannexation Fee	0.00	0.00	100.00	0.00 \$	
100-0000-00-322140	Sign Permits	0.00	45.00	800.00	315.00 \$	
100-0000-00-322150	Soil/Erosion Permits	0.00	0.00	100.00	0.00 \$	
100-0000-00-322901	Parade Permits	0.00	100.00	0.00	100.00 \$	
100-0000-00-322902	Special Event Alcohol Fee	0.00	0.00	1,500.00	0.00 \$	1,500.00
	Business License Penalty	0.00	0.00	500.00	1,932.76	(1,432.76)
	Housing Authority Pilot	0.00	0.00	35,000.00	0.00 \$	
100-0000-00-341400	Printing/Copying Fees	0.00	0.00	50.00	0.00 \$	
100-0000-00-342120	Police-Accident Reports	0.00	112.00	600.00	492.00	108.00
100-0000-00-342125	Criminal Records Check	0.00	0.00	200.00	150.00 \$	
100-0000-00-351170	Municipal Court Fines	0.00	22,344.12	200,000.00	113,673.82	
100-0000-00-351172	Parking Tickets	0.00	125.00	200.00	125.00 \$	
100-0000-00-361000	Interest Income	0.00	51.14	50,000.00	25,085.84	
100-0000-00-389000		0.00	402.50	100.00	672.47	
Fotal General Fund Reven		0.00 \$	184,306.23 \$	2,714,718.00 \$	1,476,140.02	<u>`</u>

1,000.00 \$

0.00 \$

18,000.00 \$

6,000.00 \$

12,000.00

City of Ellijay Statement of Revenue and Expenditures

Original Budget For General Fund (100) For the Fiscal Period 2025-5 Ending May 31, 2025

Account Number	annungan sakakun keleber 19 mad 19 de Amerika kemunyak mad kala 19 men 19 men 19 men 19 men 19 men 19 men 19 m	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
	FICA		76.50	1,377.00	459.00 \$	ì
100-1100-11-512200 100-1100-11-523500		0.00 0.00	0.00	9,000.00	100.00	
100-1100-11-523700	·	0.00	0.00	3,000.00	0.00 \$	
	Salaries	0.00	12,420.78	158,000.00	67,618.72 \$	•
	Compensation-Planning and Z	0.00	0.00	2,000.00	300.00	
100-1500-15-511101	·	0.00	405.46	40,000.00	18,302.86 \$	· ·
100-1500-15-512100	•	0.00	911.36	12,087.00	4,875.55	
100-1500-15-512200		0.00	3,874.66	48,525.00	19,373.30 \$	·
			0.00	27,000.00	4,810.00 \$	
100-1500-15-512700	' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' '	0.00	0.00	14,000.00	6,000.00 \$	
	Accounting & Audit Expense	0.00		•		
	Legal Services	0.00	0.00	5,000.00	2,100.00 \$	· ·
	Contract Services-USTI & TBS	0.00	0.00	10,500.00	4,746.00 \$	· ·
	City Website Maintenance	0.00	0.00	3,000.00	486.00 \$	•
100-1500-15-521514	•	0.00	1,250.00	500.00	1,250.00 \$	
	Outside Collection Fees	0.00	36.80	500.00	36.80 \$	
100-1500-15-522200	Repairs and Maintenance	0.00	2,140.47	5,000.00	14,592.96 \$	• • • • •
100-1500-15-522210		0.00	220.40	500.00	220.40 \$	
100-1500-15-522211	Equip-Repairs and Maintenanc	0.00	0.00	500.00	0.00 \$	
	Property & Liability Insurance	0.00	0.00	22,209.00	5,552.25 \$	•
100-1500-15-523200	Telephone Expense	0.00	792.00	12,000.00	4,033.36 \$	•
100-1500-15-523300	Advertising	0.00	0.00	3,000.00	1,999.50 \$	•
100-1500-15-523500	Travel Expenses	0.00	0.00	7,000.00	461.60 \$	•
100-1500-15-523600	Dues,Fees & Subscriptions	0.00	190.09	3,000.00	535.09 \$	•
100-1500-15-523700	Education & Training	0.00	0.00	6,000.00	545.00 \$	•
100-1500-15-523850	Contracted Labor	0.00	0.00	1,000.00	600.00 \$	
100-1500-15-531100	Office/Operating Supplies	0.00	4.59	14,000.00	1,434.07 \$	·
100-1500-15-531110	Tires & Tubes	0.00	0.00	500.00	0.00 \$	
100-1500-15-531130	Postage	0.00	0.00	2,300.00	258.26 \$	•
100-1500-15-531190	Misc Expense	0.00	704.26	500.00	704.26 \$	·
100-1500-15-531210	Water,Sewer & Garbage Expe	0.00	539.60	6,000.00	2,384.95 \$	
100-1500-15-531220	Natural Gas Expense	0.00	281.30	6,000.00	1,669.43 \$,
100-1500-15-531230	Electric Expense	0.00	1,265.76	19,000.00	8,110.71 \$	·
100-1500-15-531270	Vehicle Gas Expense	0.00	86.97	1,000.00	306.42 \$	
100-1500-15-531700	* *	0.00	0.00	500.00	0.00 \$	
100-1500-15-533400	City Code Book Supplement	0.00	0.00	4,000.00	1,939.18 \$	2,060.82
100-1500-15-542200	Vehicle Purchases	0.00	0.00	5,000.00	0.00 \$	5,000.00
100-1500-15-542300	Furniture & Fixtures	0.00	0.00	500.00	0.00 \$	500.00
100-1500-15-542400	Computer Equipment	0.00	0.00	1,000.00	0.00 \$	1,000.00
100-1500-15-543201	Leased Equipment	0.00	305.86	2,400.00	2,369.70 \$	30.30
100-1500-15-543210	Payroll Administrative Fee	0.00	376,95	4,500.00	2,077.68 \$	2,422.32
100-1500-15-571000	Intergovermental Payments	0.00	0.00	15,000.00	15,000.00 \$	0.00
100-1500-15-571500	Intergovernmental Payments-	0.00	0.00	19,000.00	4,800.00 \$	14,200.00
100-1500-15-572000	Interagency Contributions	0.00	0.00	2,000.00	1,000.00 \$	1,000.00
100-1500-15-572100	Fees Paid to GMA	0.00	0.00	2,000.00	0.00 \$	2,000.00
100-1500-15-900000	Tax Refunds	0.00	116.22	0.00	1,233.90 \$	0.00
100-1500-15-900001	Business Licenses Refunds	0.00	0.00	0.00	75.00 \$	0.00
100-2650-26-521304	Contract Services - Court	0.00	999.80	15,000.00	12,245.38	2,754.62
100-2650-26-571000	Monthly Fine Payments	0.00	0.00	45,000.00	18,270.49 \$	26,729.51
100-2650-26-571001	Detention Center Fine Paymen	0.00	0.00	15,000.00	5,447.15	9,552.85

6/13/2025 3:25pm

City of Ellijay Statement of Revenue and Expenditures

Original Budget For General Fund (100) For the Fiscal Period 2025-5 Ending May 31, 2025

		Current	Current	Annual	YTD	Remaining
Account Number		Budget	Actual	Budget	Actual	Budget Amount
100-2650-26-571002	Refunds-Court Fines	0.00	0.00	1,000.00	50.00	\$ 950.00
100-2650-26-572600	Fees paid to GA POA&B Fund	0.00	280.00	16,000.00	6,788.93	\$ 9,211.07
100-3200-32-511100	Salaries	0.00	50,678.00	690,000.00	289,510.44	\$ 400,489.56
100-3200-32-512100	Group Insurance	0.00	1,472.76	120,000.00	59,347.87	\$ 60,652.13
100-3200-32-512200	FICA	0.00	3,666.27	52,785.00	20,996.81	\$ 31,788.19
100-3200-32-512402	Peace Officers Retirement	0.00	280.00	3,900.00	1,610.00	\$ 2,290.00
100-3200-32-522200	Repairs and Maintenance	0.00	0.00	1,000.00	89.00	\$ 911.00
100-3200-32-522210	Vehicle Repairs and Maintena	0.00	2,776.11	16,000.00	13,243.26	\$ 2,756.74
100-3200-32-523100	Property/Liability Ins	0.00	0.00	26,348.00	6,587.00	\$ 19,761.00
100-3200-32-523200	Telephone Expense	0.00	925.00	9,500.00	3,765.80	\$ 5,734.20
100-3200-32-523500	Travel expenses	0.00	0.00	1,400.00	798.49	\$ 601.51
100-3200-32-523600	Dues,Fees and Subscriptions	0.00	0.00	500.00	285.00	\$ 215.00
100-3200-32-523700	Education & Training	0.00	0.00	1,500.00	200.00	\$ 1,300.00
100-3200-32-523850	Contracted Labor	0.00	0.00	0.00	600.00	\$ 0.00
100-3200-32-531100	Office/Operating Supplies	0.00	137.22	8,500.00	1,203.70	\$ 7,296.30
100-3200-32-531110	Tires and Tubes	0.00	0.00	6,000.00	274.00	
100-3200-32-531190	Misc. Expense	0.00	0.00	50.00	0.00	
100-3200-32-531210	Water,Sewer & Garbage Expe	0.00	172,56	600.00	628.22	\$ (28.22)
100-3200-32-531220	Natural Gas Expense	0.00	98.78	1,500.00	559.59	• •
100-3200-32-531230	Electric Expense	0.00	0.00	5,000.00	2,095.20	
100-3200-32-531270	Vehicle Gas Expense	0.00	3,385.08	45,000.00	17,848.93	•
100-3200-32-531335	Uniforms	0.00	0.00	7,000.00	4,433.57	
100-3200-32-531700	Other Supplies	0.00	0.00	2,200.00	0.00	
100-3200-32-542200	Vehicle Purchases	0.00	0.00	68,000.00	48,624.03	•
100-3200-32-542300	Furniture & Fixtures	0.00	0.00	1,000.00	0.00	•
100-3200-32-542400	Computer Equipment	0.00	0.00	2,000.00	0.00	•
100-3200-32-542500	Other Equipment	0.00	0,00	500.00	5,715.00	
100-3200-32-543201	Leased Equipment	0.00	74.26	750,00	295.38	
100-3200-32-543210	Contracted Fee	0.00	0.00	8,800.00	10,180.76	
100-3500-35-511100		0.00	29,742.48	501,421.00	155,190.17	
100-3500-35-512100	Group Insurance	0.00	625.57	85,000.00	19,358.61	
100-3500-35-512200	•	0.00	2,222.21	38,359.00	11,447.91	
	Firefighters Pension Fund	0.00	0.00	900.00	200.00	
	Firefighter's Cancer Ins	0.00	0.00	1,800.00	1,352.00	
	Repairs and Maintenance	0.00	355.92	3,000.00	355.92	
	Vehicle Repairs and Maintena	0.00	0.00	10,000.00	8,415.14	
100-3500-35-522211	Equip-Repairs and Maintenanc	0.00	4,004.62	8,000.00	5,376.92	
	Property/Liability Ins.	0.00	0.00	10,896.00	3,688.00	
100-3500-35-523200		0.00	694.16	6,500.00	2,304.20	
100-3500-35-523500	Travel Expenses	0.00	949.90	1,500.00	949.90	· ·
100-3500-35-523600	Dues,Fees & Subscriptions	0.00	0.00	1,500.00	0.00	
100-3500-35-523700	Education & Training	0.00	0.00	1,500.00	747.00	
	Office Supplies	0.00	57.98	1,500.00	813.51	
	First Responder Supplies	0.00	0.00	1,500.00	1,920.84	
	Tires and Tubes	0.00	0.00	4,000.00	0.00	
	Fire Safety Education Supplies	0.00	0.00	1,000.00	0.00	·
	Water, Sewer & Garbage Expe	0.00	207.56	1,000.00	768.19	
	Natural Gas Expense	0.00	98.78	2,000.00	594.58	
100-3500-35-531230	•	0.00	0.00	6,000.00	2,310.35	
100-0300-00-00 1200	Electric Experise	0.00	0.00	0,000.00	2,010.00	Ψ 5,000,00

City of Ellijay Statement of Revenue and Expenditures

Original Budget
For General Fund (100)
For the Fiscal Period 2025-5 Ending May 31, 2025

		Current	Current	Annual	YTD	Remainin
ccount Number		Budget	Actual	Budget	Actual	Budget Amour
100-3500-35-531270	Vehicle Gas Expense	0.00	615.32	7,000.00	2,216.93	4,783.07
100-3500-35-531335	Uniforms	0.00	480.00	4,000.00	480.00 \$	3,520.00
100-3500-35-531336	Turn Out Gear	0.00	60.81	10,000.00	485.31 \$	9,514.69
100-3500-35-531700	Radios and Pagers	0.00	0.00	4,000.00	0.00 \$	4,000.00
100-3500-35-542205	Vehicle Purchase - Fire	0.00	0.00	60,000.00	0.00 \$	60,000.00
100-3500-35-542300	Furniture & Fixtures	0.00	0.00	2,000.00	0.00 \$	2,000.00
100-3500-35-542400	Computer Equipment	0.00	0.00	600.00	0.00 \$	600.0
100-3500-35-543201	Leased Equipment	0.00	63.13	800.00	339.81 \$	460.1
100-4200-42-511100	Salaries	0.00	16,447.96	221,000.00	75,778.54 \$	145,221.4
100-4200-42-512100	Group Insurance	0.00	381.33	60,000.00	18,568.02 \$	41,431.9
100-4200-42-512200	FICA	0.00	1,166.40	16,907.00	5,299.23 \$	11,607.7
100-4200-42-522200	Repairs and Maintenance	0.00	0.00	14,000.00	1,129.47 \$	12,870.5
100-4200-42-522210	Vehicle Repairs and Maintena	0.00	716.98	5,000.00	943.96 \$	4,056.0
100-4200-42-522211	Equip-Repairs and Maintenanc	0.00	2,626.60	5,000.00	3,518.47 \$	1,481.5
100-4200-42-523100	Property/Liability Ins.	0.00	0.00	4,485.00	1,121.25 \$	3,363.7
100-4200-42-523200	Telephone Expense	0.00	89.23	1,100.00	448.14 \$	651.8
100-4200-42-523700	Education & Training	0.00	0.00	500.00	0.00 \$	500.0
100-4200-42-524260	Street Lights	0.00	7,839.93	80,000.00	36,983.59 \$	43,016.4
100-4200-42-524530	Solid Waste Disposal	0.00	0.00	500.00	0.00 \$	500.0
100-4200-42-531100	Operating Supplies	0.00	788.59	10,000.00	3,741.41 \$	6,258.5
100-4200-42-531103	Xmas Lights/Banners	0.00	0.00	5,000.00	0.00 \$	5,000.0
100-4200-42-531110	Tires and Tubes	0.00	30.00	1,500.00	40.00 \$	1,460.0
100-4200-42-531230	Electric Expense	0.00	104.72	0.00	247.81 \$	0.0
100-4200-42-531270	Vehicle Gas Expense	0.00	649.30	7,000.00	2,577.39 \$	4,422.6
100-4200-42-531335	Uniforms	0.00	240.72	4,000.00	1,596.50 \$	2,403.5
100-4200-42-534221	Street Maintenance	0.00	499.75	3,000.00	1,764.27 \$	1,235.7
100-4200-42-542200	Vehicle Purchases	0.00	0.00	15,000.00	0.00 \$	15,000.0
100-6200-62-531230	Electric Expense	0.00	0.00	1,200.00	766.96 \$	433.0
tal General Fund Expen		0.00 \$	163,705.82 \$	2,920,699.00 \$	1,113,896.25 \$	1,806,802.7

neral Fund Excess of R	evenues Over Expenditures \$	0.00 \$	20,600,41 \$	(205,981.00) \$	362,243.77 \$	(568,224.7

City of Ellijay Statement of Revenue and Expenditures

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Original Budget

For Downtown Development Authority (160) For the Fiscal Period 2025-5 Ending May 31, 2025

	Curren	t	Curren	t	Annua	I	YTC)	Remaining
Account Number	Budge	t	Actua	l	Budge	t	Actua	I	Budget Amount
Revenues									
160-0000-00-361000 Interest Income	\$ 0.00	\$	12.06	\$	80.00	\$	60.09	\$	19.91
Total Downtown Development Authority Revenues	\$ 0.00	\$	12.06	\$	80.00	\$	60.09	\$	19.91
Expenditures									
160-1600-16-531699 Boardwalk Expense	\$ 0.00	\$	0.00	\$	80,00	\$	0.00	\$	80.00
Total Downtown Development Authority Expenditures	\$ 0.00	\$	0.00	\$	80.00	\$	0.00	\$	80.00
Downtown Development Authority Excess of Revenues	\$ 0.00	\$	12.06	\$	0.00	\$	60.09	\$	0.00

City of Ellijay Statement of Revenue and Expenditures

Page 6

Original Budget
For Confiscated Assets-Police (210)
For the Fiscal Period 2025-5 Ending May 31, 2025

**************************************		Curren	t	Curren	t	Annua	I	YTC	ן	Remaining
Account Number		Budge	t	Actua	Í .	Budge	t	Actua	I	Budget Amount
Revenues										
210-0000-00-361000 Interest Income	\$	0.00	\$	0.00	\$	14.00	\$	0.00	\$	14.00
Total Confiscated Assets-Police Revenues	\$	0.00	\$	0.00	\$	14.00	\$	0.00	\$	14.00
Expenditures										
210-2100-21-522650 Siezed Funds Distribution	\$	0.00	\$	0.00	\$	14.00	\$	0.00	\$	14.00
Total Confiscated Assets-Police Expenditures	\$	0.00	\$	0.00	\$	14.00	\$	0.00	\$	14.00
Confiscated Assets-Police Excess of Revenues Over E	k \$	0.00	\$	0.00	\$	0.00	\$	0.00	\$	0.00

City of Ellijay Statement of Revenue and Expenditures

Page 7

Original Budget
For Bond Escrow Account (220)
For the Fiscal Period 2025-5 Ending May 31, 2025

	Current	 Curren	t	Annua		YTD)	Remaining
Account Number	Budget	Actua	Ī	Budge	t	Actual	<u> </u>	Budget Amount
Revenues								
220-0000-00-313100 Cash Bonds	\$ 0.00	\$ 8,360.00	\$	50,000.00	\$	42,754.00	\$	7,246.00
220-0000-00-361000 Interest Income	0.00	34.93		500.00		148.47	\$	351.53
Total Bond Escrow Account Revenues	\$ 0.00	\$ 8,394.93	\$	50,500.00	\$	42,902.47	\$	7,597.53
Expenditures								
220-2200-22-613000 Bond-tranfer to fine payment	\$ 0.00	\$ 0.00	\$	50,500.00	\$	0.00	\$	50,500.00
220-2200-22-613100 bond - transfer to Superior Co	0.00	1,545.00		0.00		3,433.00	\$	0.00
Total Bond Escrow Account Expenditures	\$ 0.00	\$ 1,545.00	\$	50,500.00	\$	3,433.00	\$	47,067.00
Bond Escrow Account Excess of Revenues Over Expen	\$ 0.00	\$ 6.849.93	\$	0.00	\$	39,469.47	\$	0.00

City of Ellijay Statement of Revenue and Expenditures

Page 8

Original Budget
For Automobile Reserve (230)
For the Fiscal Period 2025-5 Ending May 31, 2025

		Current	Curren	t	Annua	YTD)	Remaining
Account Number		Budget	Actua	(Budge	Actua	I	Budget Amount
Revenues								
230-0000-00-361000 Interest Income	\$	0.00	\$ 34.64	\$	300.00	\$ 172.61	\$	127.39
230-0000-00-392100 Sale of Fixed Assets-PD		0.00	0.00		12,000.00	0.00	\$	12,000.00
Total Automobile Reserve Revenues	\$	0.00	\$ 34.64	\$	12,300.00	\$ 172.61	\$	12,127.39
Expenditures								
230-2300-23-542200 Vehicle Purchases - Police	\$	0.00	\$ 0.00	\$	27,000.00	\$ 0.00	\$	27,000.00
230-3200-32-523901 Fees		0.00	0.00		300.00	0.00	\$	300.00
Total Automobile Reserve Expenditures	\$	0.00	\$ 0.00	\$	27,300.00	\$ 0.00	\$	27,300.00
Automobile Reserve Excess of Revenues Over Expend	lit\$	0.00	\$ 34.64	\$	(15,000.00)	\$ 172.61	\$	(15,172.61)

City of Ellijay Statement of Revenue and Expenditures

Page 9

Original Budget For ARP (231)

For the Fiscal Period 2025-5 Ending May 31, 2025

1			Curren	t	Curren	t	Annua	1	YTC	ו	Remaining
Account Number		Budget		t	Actua	I	Budge	t	Actua	1	Budget Amount
Revenues											
231-0000-00-361000	Interest Income	\$	0.00	\$	180.30	\$	1,600.00	\$	900.76	\$	699.24
Total ARP Revenues		\$	0.00	\$	180.30	\$	1,600.00	\$	900.76	\$	699.24
Expenditures											
231-1500-15-611000	unallocated Grant Funds	\$	0.00	\$	0.00	\$	1,600.00	\$	0.00	\$	1,600.00
Total ARP Expenditures		\$	0.00	\$	0.00	\$	1,600.00	\$	0.00	\$	1,600.00
ARP Excess of Revenues	Over Expenditures	\$	0.00	\$	180.30	\$	0.00	\$	900.76	\$	0.00

6/13/2025 3:25pm

City of Ellijay Statement of Revenue and Expenditures

Original Budget

For Technology Surcharge Fund (240) For the Fiscal Period 2025-5 Ending May 31, 2025

	Current	[Curren	t	Annua	I	YTC)	Remaining
Account Number	Budget		Actua	1	Budge	t	Actua	I	Budget Amount
Revenues									
240-0000-00-351173 Technology Surcharge	\$ 0.00	\$	1,145.88	\$	5,500.00	\$	3,745.88	\$	1,754.12
240-0000-00-361000 Interest Income	0.00		28.62		200.00		127.41	\$	72.59
Total Technology Surcharge Fund Revenues	\$ 0.00	\$	1,174.50	\$	5,700.00	\$	3,873.29	\$	1,826.71
Expenditures									
240-3200-32-531100 Office/Operating Supplies	\$ 0.00	\$	0.00	\$	9,200.00	\$	0.00	\$	9,200.00
240-3200-32-542400 Capital Outlay-Computer Equi	0.00		0.00		5,500.00		0.00	\$	5,500.00
Total Technology Surcharge Fund Expenditures	\$ 0.00	\$	0.00	\$	14,700.00	\$	0.00	\$	14,700.00
Technology Surcharge Fund Excess of Revenues Over	\$ 0.00	\$	1,174.50	\$	(9,000.00)	\$	3,873.29	\$	(12,873.29)

6/13/2025 3:25pm

City of Ellijay Statement of Revenue and Expenditures

Original Budget For Multiple Grant Fund (250) For the Fiscal Period 2025-5 Ending May 31, 2025

		Current	Curre	nt	Annua	1	YTD	Remaining
Account Number		Budget	Actu	al	Budge	t	Actual	Budget Amoun
Revenues								
250-0000-00-334310 Direct State Grants	\$	0.00	59,739.94	\$	47,000.00	\$	60,502.44	\$ (13,502.44)
250-0000-00-361000 Interest Income		0.00	91.3	5	1,400.00		461.70	\$ 938.30
Total Multiple Grant Fund Revenues	\$	0.00 \$	59,831.2	\$	48,400.00	\$	60,964.14	\$ (12,564.14)
Expenditures								
250-2500-25-531190 Misc Expense	\$	0.00	0.00	\$	0.00	\$	1,565.00	\$ 0.00
250-2500-25-541300 FY 2018 LMIG		0.00	0.0)	48,400.00		0.00	\$ 48,400.00
Total Multiple Grant Fund Expenditures	\$	0.00 \$	5 0.00	\$	48,400.00	\$	1,565.00	\$ 46,835.00
Multiple Grant Fund Excess of Revenues Over Exper	ndit \$	0.00	59,831.29	\$	0.00	\$	59,399.14	\$ 0.00

6/13/2025 3:25pm

City of Ellijay Statement of Revenue and Expenditures

Original Budget For Hotel/Motel Fund (275) For the Fiscal Period 2025-5 Ending May 31, 2025

	T	Current	Current	Annua	1	YTD		Remaining
Account Number		Budget	Actual	Budge	t _i	Actual	E	Budget Amount
Revenues								
275-0000-00-314100 Hotel/Motel Tax	\$	0.00 \$	3,414.93	\$ 55,000.00	\$	20,251.75	\$	34,748.25
275-0000-00-361000 Interest Income		0.00	201.29	1,500.00		1,000.89	\$	499.11
Total Hotel/Motel Fund Revenues	\$	0.00 \$	3,616.22	\$ 56,500.00	\$	21,252.64	\$	35,247.36
Expenditures								
275-1500-15-572500 Fees paid to Chamber of Com	\$	0.00 \$	1,808.42	\$ 41,500.00	\$	7,366.11	\$	34,133.89
275-2750-27-531102 Fireworks		0.00	10,000.00	15,000.00		10,000.00	\$	5,000.00
Total Hotel/Motel Fund Expenditures	\$	0.00 \$	11,808.42	\$ 56,500.00	\$	17,366.11	\$	39,133.89
Hotel/Motel Fund Excess of Revenues Over Expenditure	e \$	0.00 \$	(8,192.20)	\$ 0.00	\$	3,886.53	\$	0.00

6/13/2025 3:25pm

City of Ellijay Statement of Revenue and Expenditures

Original Budget For Cemetery Fund (276) For the Fiscal Period 2025-5 Ending May 31, 2025

and the second for th	Ţ	Current		Curren	t	Annua	I	YTD	- T	Remaining
Account Number		Budget		Actua	ł	Budge	t	Actual		Budget Amount
Revenues										
276-0000-00-349100 Sale of Cemetery Lots	\$	0.00	\$	4,500.00	\$	5,000.00	\$	8,250.00	\$	(3,250.00)
276-0000-00-361000 Interest Income		0.00		205.37		1,500.00		993.10	\$	506.90
Total Cemetery Fund Revenues	\$	0.00	\$	4,705.37	\$	6,500.00	\$	9,243.10	\$	(2,743.10)
For and the second										
Expenditures 276-2760-28-531190 Misc Expense	\$	0.00	\$	0.00	\$	6,500.00	\$	0.00	\$	6,500.00
Total Cemetery Fund Expenditures	\$	0.00	<u>.</u>	0.00	- 	6,500.00		0.00	<u> </u>	6,500.00
Cemetery Fund Excess of Revenues Over Expenditures	\$	0.00	\$	4,705.37	\$	0.00	\$	9,243.10	\$	0.00

6/13/2025 3:25pm

City of Ellijay Statement of Revenue and Expenditures

Original Budget
For SPLOST (321)

For the Fiscal Period 2025-5 Ending I	way 31, Zuzo
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		Current	Curren	t	Annua	I	YTD	T	Remaining
Account Number		Budget	Actua	1	Budge	t	Actual		Budget Amount
Revenues									
321-0000-00-313100 Special Local Option Sales Ta	\$	0.00 \$	43,050.55	\$	475,000.00	\$	219,378.65	\$	255,621.35
321-0000-00-361000 Interest Income		0.00	1,412.55		500.00		6,397.10	\$	(5,897.10)
Total SPLOST Revenues	\$	0.00 \$	44,463.10	\$	475,500.00	\$	225,775.75	\$	249,724.25
Expenditures									
321-4200-42-522200 Repairs and Maintenance	\$	0.00 \$	4,967.02	\$	0.00	\$	10,217.02	\$	0.00
321-4200-42-534221 Street Maintenance	•	0.00	0.00		375,000.00		11,478.62	\$	363,521.38
321-4200-42-541225 Parks & Recreation		0.00	0.00		50,000.00		1,221.56	\$	48,778.44
321-4200-42-541305 LMIG-2019		0.00	0.00		50,000.00		0.00	\$	50,000.00
Total SPLOST Expenditures	\$	0.00 \$	4,967.02	\$	475,000.00	\$	22,917.20	\$	452,082.80
SPLOST Excess of Revenues Over Expenditures	\$	0.00 \$	39,496.08	\$	500.00	\$	202,858.55	\$	(202,358.55)

City of Ellijay Statement of Revenue and Expenditures

Page 15

Original Budget

For the Fiscal Period 2025-5 Ending May 31, 2025

Account Number		Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
Total Revenues	\$	0.00 \$	306,718.64 \$	3,371,812.00 \$	1,841,284.87 \$	
Total Expenditures Total Excess of Revenues Over Expenditures	\$ \$	0.00 \$ 0.00 \$	182,026.26 \$ 124,692.38 \$	3,601,293.00 \$ (229,481.00) \$	1,159,177.56 \$ 682,107.31 \$	-,,

RE: Monthly Code Enforcement Update

Building/Construction	Building Permits	Land Disturbing Permits	Building Planning Meetings	Inspections
	7	0	7	21

Zoning	Zoning Change Applications	Zoning Variance Applications	Zoning Consultations
	0	0	2

Housing & General	Verbal	Written	Complaint	Citations
Code Enforcement	Warnings	Warnings	Mediation	
Code Enforcement	17	5	4	1

Andrew Mathis, Code Enforcement Officer

Permits:

932 – 140 Pinnacle Way – house

933 – 26 River Terrace – commercial remodel

934 – 472 N Main St – commercial addition

935 – 342 S Main St – meter

936 - 84 S Main St - commercial demo & new

937 – 361 Hancock Dr – fire repair

938 – 449 Industrial Blvd – commercial remodel

Land Disturbance

Citation – Dalton St

Sheet1

Ellijay Fire Monthly Report				May 2025
Calls	Total	M/A	Auto. Aid	Comments
EMS	55	***************************************	1	
MVA	7		2	
Extrication				
LZ	0			
Structure Fire	2		1	

Car Fire	0			

Brush Fire	2			
.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	***************************************			
Acres Involved	1/2			

Fire Alarm	1	***************************************		
Tree Down	4			
		***************************************	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
Haz-Mat	2	***************************************		Gas Leak
***************************************			***************************************	
Rescue	1			Elevator
		·····		
Service Call	0			
Blood Draw	2			
Total	76			
5			***************************************	
of which were M/A	0			
af ablah ana A ba Ald	A			
of which were Auto. Aid	4			
B All a a se				
Mileage	440			
E15	143	······································		
Q15	116			
P15	39			
R15	377			
201				
O15		***************************************	<u>l</u> ,,,,,	

DINANCE NO.

AN ORDINANCE TO AMEND THE CODE OF ORDINANCE AND ADD CHAPTER 83 FOR TOWING REMOVAL, WRECKER SERVICES, AND STORAGE

A RESOLUTION AND ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF ELLIJAY, GEORGIA, IN ORDER TO ADD CHAPTER 83, FOR THE PURPOSES OF ADDING ORDINANCES TO PROVIDE FOR TOWING REMOVAL, WRECKER SERVICES, AND STORAGE IN ORDER TO BETTER PROTECT AND IMPROVE THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE CITIZENS OF THE CITY OF ELLIJAY, GEORGIA.

WHEREAS, the duly elected governing authority of the City of Ellijay, Georgia is authorized under Article 9, Section 2, Paragraph 3 of the Constitution of the State of Georgia to adopt reasonable ordinances to protect and improve the public health, safety, welfare and aesthetics of the citizens of the City of Ellijay, Georgia; and,

WHEREAS, The Mayor and Council of the City of Ellijay have previously adopted the Code of Ordinances, City of Ellijay, Georgia; and,

WHEREAS, the City of Ellijay desires to amend its Code of Ordinances to add an ordinance governing towing removal, wrecker services and storage by adding a Chapter 83 to the Code of Ordinances;

WHEREAS, it is requisite and proper for the security, welfare, health, and safety of the citizens of the City of Ellijay, Georgia, that the following provisions be adopted and authorized; and,

WHEREAS, the Mayor and Council of the City of Ellijay wish to modify and amend the Code of Ordinances;

NOW, THEREFORE, BE IT RESOLVED AND ORDAINED by the City Council of Ellijay, Georgia, and the council of the City of Ellijay hereby ordains that:

SECTION 1

Chapter 83 of the Code of Ordinances of the City of Ellijay, Georgia shall be added in its entirety as follows:

CHAPTER 83 – TOWING REMOVAL, WRECKER SERVICES, AND STORAGE

Article I. – REMOVAL OF TRESPASSING VEHICLES UPON PRIVATE PROPERTY; VEHICLE IMMOBILIZATION DEVICES.

Section 83-1. – Definitions.

- (a) *Immobilization device* means any mechanical device designed or used to be attached to a wheel, tire, or other part of a parked motor vehicle so as to prohibit the motor vehicle's usual manner of movement or operation.
- (b) *Firm* means any person or company properly licensed and/or permitted to remove, store, and/or immobilize trespassing vehicles or property.

Section 83-2. – Any person or person's authorized agent entitled to the possession of any private property shall have the right to remove or cause to be removed from the property, immobilize or cause to be immobilized, any trespassing vehicle or personal property trespassing thereon which is not authorized to be upon the owner's private property. Said owner or owner's agent may cause to be stored or immobilized any trespassing vehicle or personal property when in compliance with this ordinance and any and all applicable laws of the State of Georgia.

Section 83-3. – Notice Required.

There shall be conspicuously posted on the private property a notice that the location is private property and that any trespassing vehicle or personal property not authorized to be at the place where it is found may be subject to removal or immobilization at the expense of the owner of the trespassing vehicle or personal property. Such notice shall include:

- (1) The full legal name of the private property owner upon which the trespassing vehicle or property is found;
- (2) The full legal name of the firm;
- (3) Valid contact information for the firm;
- (4) The fee amount for the recovery of vehicles and/or removal of immobilization devices;
- (5) The name and address of the location where removed vehicles or property may be recovered;
- (6) Information as to the form of payment accepted by the firm.
- (7) Owners of residential private property containing not more than four residential units shall not be required to comply with the posting requirements of this ordinance.

Section 83-4. – License and Permits required.

(1) Firms removing or immobilizing trespassing vehicles or property must first be issued a license/permit by the Georgia Department of Public Safety.

(2) Firms removing or immobilizing trespassing vehicles or property must first be issued a licensed/permit by the City of Ellijay.

Section 83-5. – Rates. No person or firm may charge rates for removal or immobilization of trespassing vehicles or personal property greater than the maximum rates adopted by the Georgia Department of Public Safety.

Section 83-6. – Manner of parking enforcement.

- (1) No surveillance may be conducted by firms for the purpose of self-dispatching to locations to remove or immobilize trespassing vehicles or personal property.
- (2) Removal or immobilization of trespassing vehicles or personal property shall only occur by firms at the request of the private property owner or owner's agent.
- (3) Removal or immobilization of trespassing vehicle or personal property shall be upon call by the private property owner or owner's agent to the firm for each individual case of trespass.
- (4) It is unlawful for any person to pay any private property owner or owner's agent any fee, directly or indirectly, for the right to remove or immobilize trespassing vehicles or personal property.

Section 83-7.-83-20.- RESERVED

Legal Authority: OCGA § 44-1-13; OCGA § 40-6-252

ARTICLE II – WRECKER SERVICES

Section 83-21,-83-40. – RESERVED

ARTICLE III – STORAGE

Section 83-41,-83-60. – RESERVED

SECTION 2

The sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared illegal by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

SECTION 3

Penalties for a violation of current Code of Ordinances sections applicable to the amendment described herein in effect upon the adoption date of this ordinance are adopted herein as if completely set out herein.

SECTION 4

All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

SECTION 5

Nothing in this ordinance or in the ordinance hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as city in Section 4 herein; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this Ordinance.

This Resolution and Ordinance is hereby adopted on this date, it being so ordained

This ____ day of ________, 2025.

Al Hoyle, Mayor

ATTEST:

Al Fuller

City Clerk

Thomas Griffith

Tom Crawford

Kevin Pritchett

Claudia Penland

Summary of Renewal

For:

City of Ellijay

Prepared: 6/11/25

Pamela D. Fox, CIC

Southern States Insurance, Inc.

706-960-2414

Line of Coverage	LIMITS	DESCRIPTION	ANNUAL PREMIUMS
Property (\$1,000 deductible) CITY HALL – Building & Contents	*		-
MAINTENANCE – Building & Contents	*		
FIRE DEPT – Building & Contents KIOSK @ Westside Sq. & Dalton St.	*	*Blanket Limit \$4,673,194 Replacement Cost	GLATFELTER PUBLIC PRACTICE
BOARDWALK at N. Church St.	*	·	National Union Fire Ins. Co.
CORN CRIB at Harrison Park @ ACV BARN at Harrison Park @ ACV	749 54,585	(Actual Cash Value) (Actual Cash Value)	AM Best Rating A/XV
Outdoor Property	350,000	,	
Flood (Boardwalk excluded) & Earthquake	1,000,000	\$2,000 Flood & Earthquake	\$74,846.00
(\$10,000 deductible)		premium is already included in total annual premium	
		total annual promium	
General Liability Each Occurrence	1,000,000 3,000,000		
General Aggregate	10,000		
Medical Payments Employee Dishonesty Bond	250,000		
Employee Distionesty Boliu	200,000		
Business Auto-31 units			
Liability	1,000,000	Agreed Value (AV) on Fire units	
Uninsured Motorist Medical Payments	100,000 5,000	*Comprehensive/Collision	
Comprehensive/Collision	*	included on schedule vehicles -	
Inland Marine (\$500 deductible)		see Glatfelter proposal	
Blanket tools & equipment	57,388	Replacement Cost	
Scheduled equipment (3 items) Blanket Emergency Services Equipment	66,500 Included	Replacement Cost Guaranteed Replacement Cost	
Blanket Emorgency Convices Equipment		on emergency service equipment	
Public Officials Liability,			
Employment Practices &			
Employee Benefits Liability Per Wrongful Act	1 000 000		
Annual Aggregate	1,000,000 3,000,000		
Law Enforcement Liebility			
Law Enforcement Liability			
Per Wrongful Act Annual Aggregate	1,000,000 3,000,000		
Line of Duty Accidental Death Benefit	50,000		
	***************************************	***************************************	
Cyber Liability		Coverages details are described	Houston Casualty Company /
(*Aggregate limit \$1,000,000)	1.000.000*	on NetGuard Plus Flyer	Non-Admitted AM Best Rating:
3 rd Party	1,000,000* 1,000,000*		A++ XV
Cyber Extortion Expense	included		\$ 1,970.80
,	intoracca		
		TOTAL ANNUAL PREMIUM	\$76,816.80
1	l	1	

The abbreviated outline of coverage used in this summary is not intended to express any legal opinion as to the nature of coverage. Please refer to the actual policy for coverage details.

FLOOD COVERAGE

This endorsement modifies insurance provided under the following:

PROPERTY COVERAGE PART

Inception Da	ate of Flo	od Cove	rage Endo	orseme	ent_				Note: 1	There is	s no	cov	erage	for a Fl	ood
that begins	before of	or within	72 hours	after	this	date.	Refer t	to S	Section	B.2.a.	of	this	endors	sement	for
additional in	formation	٦.													

This endorsement only applies to covered "real property", "personal property", any applicable coverage extensions, "loss of income" sustained, and "extra expense" incurred at the "premises" described in the below Schedule. This endorsement does not apply to any property coverage or coverage extension providing coverage away from the "premises" described in the below Schedule.

A. Additional Covered Cause of Loss

The following is added to the "covered causes of loss":

Flood, meaning a general and temporary condition of partial or complete inundation of normally dry land areas due to:

- 1. The overflow of inland or tidal waters;
- 2. The unusual or rapid accumulation or runoff of surface waters from any source; or
- 3. Mudslides or mudflows which are caused by flooding as defined in A.2. above. For the purpose of this "covered cause of loss", a mudslide or mudflow involves a river of liquid and flowing mud on the surface of normally dry land areas as when earth is carried by a current of water and deposited along the path of the current.

All flooding in a continuous or protracted event which occurs within any 168-hour period will constitute a single flood.

B. Exclusions, Limitations and Related Provisions

The Exclusions and Limitation(s) sections of the Property Form apply to coverage provided under this endorsement except as provided below.

- 1. To the extent that a part of the flood or water exclusion might conflict with coverage provided under this endorsement, that part of the flood or water exclusion does not apply.
- 2. The following exclusions and limitations are added and apply to coverage under this endorsement:
 - a. We will not pay for any loss or damage caused by or resulting from any flood that begins before or within 72 hours after the inception date of this endorsement. However, this limitation does not apply to a particular "premises" if flood coverage was in effect for that "premises" for at least 72 hours immediately prior to the inception date of this endorsement, under a policy issued by us or by another insurer, and this coverage part replaces the previous coverage without a lapse in coverage. If you request and we provide an increase in the stated Limit of Insurance for flood during the term of this policy, with the exception of an increase at the time of renewal of the policy, the increase will not apply to loss or damage from any flood that begins before or within 72 hours after your request was made. If the flood is due to the overflow of inland or tidal waters, then the flood is considered to begin when the water first overflows its banks.
 - **b.** We will not pay for loss or damage caused by or resulting from destabilization of land arising from the accumulation of water in subsurface land areas.

- c. With respect to the insurance provided by this endorsement, the following property would not be considered "real property" or "personal property": land or the cost of excavations, grading, backfilling or filling. Therefore, coverage under this endorsement does not include the cost of the remediation of land due to the sinking of land caused by or resulting from flood.
- d. We do not cover loss or damage by flood to "personal property" in the open.
- **e.** With respect to the insurance provided by this endorsement, "real property" or "personal property" does not include the following:
 - (1) Boat houses and open structures, and any property in or on the foregoing, if the structure is located on or over a body of water.
 - (2) Bulkheads, pilings, piers, wharves, docks, or retaining walls that are not part of a building.
- f. We will not pay for loss or damage caused by discharge of water or waterborne material from a sewer drain or sump back-up or overflow under this endorsement.

C. Coverage Extensions

1. Debris Removal

With respect to flood coverage, the Debris Removal Expenses Extension is not applicable and is replaced by the following:

- a. We will pay your expense to remove debris of covered "real property" or "personal property" and other debris that is on the described "premises", when such debris is caused by or results from flood. However, we will not pay to remove deposits of mud or earth from the grounds of the described "premises".
- b. We will also pay the expense to remove debris of covered "real property" or "personal property" that has floated or been hurled off the described "premises" by flood.
- c. This coverage for Debris Removal, as set forth in C.1.a. and C.1.b. above, does not increase the applicable Limit of Insurance for flood. Therefore, the most we will pay for the total of debris removal and loss or damage to property covered by this endorsement is the Limit of Insurance for flood that applies to the property covered by this endorsement at the affected described "premises" covered under this endorsement.

2. Newly Acquired or Under Construction "Real Property" and Related "Personal Property"

With respect to flood coverage, the Coverage Extension for Newly Acquired or Under Construction "Real Property" and related "Personal Property" is amended by adding the following:

- a. With respect to coverage, this extension does not apply to any building or structure that is not fully enclosed by walls and roof, or "personal property" that is in the open.
- b. With respect to a property covered under this coverage extension, the limits of insurance stated in the coverage extension do not apply to flood coverage. Instead, the most we will pay for all loss or damage to property covered under this coverage extension is 10% of the Flood Limit of Insurance for each occurrence as provided under this endorsement. Such coverage does not increase the Limit of Insurance for flood.
- 3. With respect to any applicable coverage extensions in the Property Coverage Form to which this endorsement is attached, other than those addressed in C.1. and C.2. above, amounts payable under such other provisions, as set forth therein, do not increase the Limit of Insurance for flood.

D. No Coinsurance

The Coinsurance Condition, if any, does not apply to the coverage provided under this endorsement.

E. Limit of Insurance

 The most we will pay for each occurrence of flood for loss or damage caused by flood is the Flood Limit of Insurance - Each Occurrence where a limit is shown in the below Schedule. However, in no event will we pay more than the applicable Limit of Insurance shown in the Declarations or shown in the coverage extensions.

- 2. The Aggregate Limit of Insurance Flood Coverage is an annual aggregate limit, as shown in the below Schedule, and as such is the most we will pay for the total of all loss or damage that is caused by a flood in a 12-month period (starting with the beginning of the present annual policy period), even if there is more than one occurrence of flood during that period of time. Thus, if the first flood does not exhaust the applicable Limit of Insurance, then the balance of that Limit is available for a subsequent flood(s).
- 3. If an occurrence of flood begins during one annual policy period and ends during the following annual policy period, any Limit of Insurance or Annual Aggregate applicable to the following annual policy period will not apply to that flood.
- 4. In the event of covered ensuing loss, for example, loss caused by fire, explosion and/or sprinkler leakage which results from the flood, we will also pay for the loss or damage caused by that other "covered cause of loss". But the most we will pay, for the total of all loss or damage caused by the flood and other "covered causes of loss", is the Limit of Insurance applicable to such other "covered causes of loss". We will not pay the sum of the two limits.

F. Property Damage Deductible

Paragraphs 1, 2, and 3 of E. Deductible in Section IV - What We Will Pay, of this Coverage Part are replaced by the following with respect to flood:

- 1. We will not pay for loss or damage until the amount of loss or damage exceeds the deductible shown in the below Schedule(s) as applicable in any one occurrence. The deductible shown in each Schedule applies separately for each occurrence. We will then pay the amount of loss or damage in excess of that deductible, up to the applicable Limit of Insurance.
- 2. If flood results in another "covered cause of loss" and if both covered causes of loss cause loss or damage, then only the higher deductible applies (e.g., the flood deductible or the property policy deductible).

G. Other Insurance

Paragraph b. of Condition 12. Other Insurance is replaced by the following with respect to the coverage provided under this endorsement:

b. If there is other insurance covering the loss, we will pay our share of the loss. Our share is the proportion that the applicable Limit of Insurance under this endorsement bears to the total of the applicable limits of insurance under all other such insurance. But we will not pay more than the applicable Limit of Insurance stated in the below Schedule.

SCHEDULE

[If no entry appears below, the info	mation required to complete	e this endorsement will b	e shown in the Declarations
as applicable to this endorsement.			

Flood Zone(s) ______
For newly acquired "premises" identified as being in the above listed flood zones (if any) or associated

For newly acquired "premises" identified as being in the above listed flood zones (if any) or associated sub-zones, paragraph C.2.b. is replaced by the following:

b. With respect to a property covered under this coverage extension, the limits of insurance stated in the coverage extension apply to flood coverage. However, such coverage does not increase the Limit of Insurance for flood.

The following limits and deductible apply to the "premises" listed below and flood zones shown above (if any):

Flood Limit of Insurance – Each Occurrence:

Flood Limit of Insurance - Annual Aggregate:

Flood Deductible - Each Occurrence:

"Premises" Number

Address



Insurance Quote

Date: May 22, 2025

RPS Reference #: 7568413D

Attached please find Carrier quotation RPS has secured on your behalf for the below mentioned risk. Please review the attached and below carefully as coverage described herein may be different from the original application submitted, or prior policy if applicable.

Insured: City of Ellijay Insured ID: 88213824

Mailing Address: 197 N Main St Ellijay, GA 30540

Physical Address: 197 N Main St, Ellijay, GA 30540

Carrier: Houston Casualty Company / Non-Admitted

AM Best Rating: A++ XV

Policy Period: 7/1/2025 to 7/1/2026

Coverage: Cyber Liability

Policy Premium:

\$1,600.00

Fees (fully earned):

Carrier Fee

\$195.00

Broker Fee - RPS

\$100.00

Taxes:

Home State: GA

Surplus Lines Tax

\$75.80

TOTAL:

\$1,970.80

THE PREMIUM ABOVE DOES NOT INCLUDE TERRORISM COVERAGE. IF THE INSURED ELECTS TO PURCHASE TERRORISM COVERAGE THE ADDITIONAL PREMIUM WILL BE PLUS SURPLUS LINES TAX OF \$844.91.

Commission:

5%

Minimum Earned Premium:

Conditions/ Subjectivities:

per Carrier terms attached

Terms & Conditions are per attached carrier quote

Please note:

- You are responsible for reviewing and explaining the coverage to the client, including any options, available or not from our office. The terms hereon are not fully described and no assumption should be made as to the adequacy of the coverage of the risk to the client.
- You are not an Agent of the insurer, and as such, cannot bind coverage nor make any commitments on behalf of the
 insurer, nor of us. This policy cannot be assigned to another without the written consent of the insurer or their Agent.
- Insurance companies will not approve binding until all subjectivities (except inspections) have been received and
 accepted.
- This document is a representation of the Carrier's quotation and is subject to all premiums, limits, terms, conditions
 and exclusions as set forth by the carrier.
- If this policy is issued on a non-admitted basis, your office is responsible for completing, collecting and delivery to RPS any required surplus lines forms, taxes and fees from the insured at time of Binding. RPS will remit the applicable taxes and forms to the state. If this policy is subject to the surplus lines laws in your state, you should make every

effort to comply with any special provisions and regulations of your state.

- You are responsible for the issuance and review of Certificates of Insurance (COI). COIs cannot amend or alter the terms provided herein.
- At binding, you are responsible for billing and collecting from the Insured the premium and fees quoted and remitting to RPS. Accounts with payments that are overdue and are not received within this time frame are subject to cancellation.
- By binding you commit to any provisions contained hereon, such as Minimum Earned Premiums. There are no flat cancellations allowed.

Please advise in writing if you would like to bind coverage per the attached terms and conditions. Should you have any questions please give us a call. Thank you for the opportunity to work on your business!



Cyber Liability Insurance

April 10, 2025

Underwriter

Farhan Rahman

Producer Email

Email

frahman@tmhcc.com

Sara Otter Sara_otter@rpsins.com



IT'S A DIGITAL WORLD BE PREPARED

Activate

Initiate

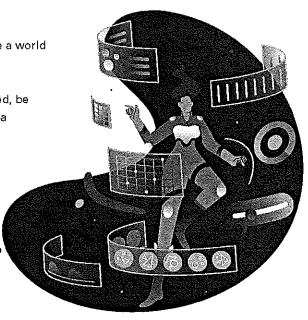
Manage

About Us

At Tokio Marine HCC – Cyber & Professional Lines Group, we AIM to create a world free of cyber and professional lines risk.

Activate this quote and bind your policy today to be more than just insured, be prepared. Be Cyber Strong®. We have the financial strength and support of a traditional insurance company, over 15 years of underwriting discipline, cutting-edge technology, and deep claims-handling expertise.

We handle thousands of cyber claims, from individuals, to small to medium-sized businesses, to large corporations. We know cyber and enable you to take on each day with confidence.



Our Cyber difference

Financial Strength

AM Best: A++ Superior

S&P Global Ratings: A+ Strong

Fitch Ratings: AA-Very Strong

Broad Cyber Coverage

Our state-of-the-art Cyber Liability insurance solution combines broad first party and third party coverage with access to expert cyber security services and claims professionals.

Third Party coverage includes:

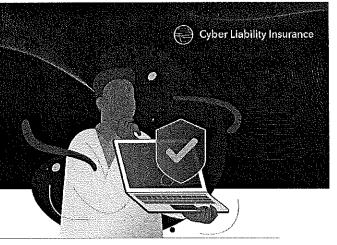
- Multimedia Liability
- Security and Privacy Liability
- Privacy Regulatory Defense and Penalties
- PCI DSS Liability
- · Bodily Injury Liability
- Property Damage Liability
- •TCPA Defense

First Party coverage includes:

- Breach Event Costs
- Post Breach Remediation Costs
- BrandGuard®
- System Failure
- Dependent System Failure
- Cyber Extortion
- Cyber Crime
- Bricking Loss
- Property Damage Loss
- Reward Expenses
- Court Attendance Costs

CONFIDENTLY & SECURELY





Premier Protection

راد عا راد عا Intelligence Driven
Monitoring and Alerting



Cyber Risk Report



Dark Web Security Scans



Tabletop exercises and cyber-attack simulations*



Cyber Security Trainings



24/7/365 expert claims handling and incident response cyber security experts



Phishing Simulations



Preferred Rates and partnerships with security control vendors

Security Control Vendors

Learn more about Datto's BCDR & SaaS Protect, the leading global provider of cloud-based software.



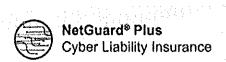
Learn more about Cisco's Duo multifactor authentication offering.



It's not a matter of 'if', but 'when'. **Initiate** your policy now to get immediate access to premier protection to reduce your risk. We partner with you to **Manage** your cyber risk and bring value beyond insurance. With premier protection through **CyberNET®** at cybernet.tmhcc.com, you can mitigate cyber threats throughout the life of your policy. You get real-time threat alerts, cyber awareness training for you and your staff, as well as phishing simulations through our training partner, Wizer, and a cyber risk report to identify your network weaknesses with steps you can take to remedy potential security gaps, and, most importantly, connection to our cyber security experts and incident response team. If you implement tight security control, we'll discount this quote.

Request a demo to immediately receive an email with a one-time link from cyberNET@tmhcc.com.

Let your broker know you want to bind your cyber insurance with us, and get Cyber Strong®.



NETGUARD* PLUS CYBER LIABILITY INSURANCE RENEWAL QUOTE

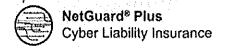
Date: April 10, 2025

Option 1
\$1M
\$1,600
\$195
\$1,795

"NIL" or "N/A" indicates that the Coverage is not included in the quoted premium and that portion of the Policy will not apply.

Third Party Liability Insuring Agreements (Claims Made and Reported Covera	ige)
Multimedia Liability Coverage	\$1M/\$1M
Security and Privacy Liability Coverage	\$1M/\$1M
rivacy Regulatory Defense and Penalties Coverage	\$1M/\$1M
PCI DSS Liability Coverage	\$1M/\$1M
lodily Injury Liability Coverage	\$250K/\$250K
Property Damage Liability Coverage	\$50K/\$50K
CCPA Defense Coverage	\$50K/\$50K
First Party Insuring Agreements (Event Discovered and Reported Coverage)
Breach Event Costs Coverage	\$1M/\$1M
Post Breach Remediation Costs Coverage	\$25K/\$25K
BrandGuard™ Coverage	\$1M/\$1M
System Fallure Coverage	\$1M/\$1M
Dependent System Failure Coverage	\$1M/\$1M
Cyber Extortion Coverage	\$1M/\$1M
Cyber Crime Coverage	
A. Financial Fraud Sublimit	\$250K/\$250K
B. Telecommunications and Utilities Fraud Sublimit	\$250K/\$250K
C. Phishing Fraud Sublimits 1. Your Phishing Fraud Loss Sublimit	\$250K/\$250K
Client Phishing Fraud Loss Sublimit	\$250K/\$250K
Phishing Fraud Aggregate Sublimit (C.1. & C. 2 combined)	\$250K
Cyber Crìme Aggregate Limit (A., B., & C. combined)	\$250K
Bricking Loss Coverage	\$1M/\$1M
Property Damage Loss Coverage	\$50K/\$50K
Reward Expenses Coverage	\$50K/\$50K
Court Attendance Costs Coverage	\$25K/\$25K
Additional Defense Costs Limit: (Not applicable to Bodily Injury Liability, Property Damage Liability or TCPA Defense Coverage)	NIL
Breach Event Costs Outside the Limit Enhancement:	INCLUDED

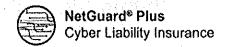




DEDUCTIBLES, WAITING PERIODS, PERIODS OF INDEMNITY AND PERIOD OF RESTORATION

	Option 1
Aggregate Deductible	\$7,500
DEDUCTIBLE PER INSURING AGREEMENT	
Deductibles shown below apply to each claim	
Multimedia Liability Coverage	\$2,500
Security and Privacy Liability Coverage	\$2,500
Privacy Regulatory Defense and Penalties Coverage	\$2,500
PCI DSS Liability Coverage	\$2,500
Bodily Injury Liability Coverage	\$2,500
Property Damage Liability Coverage	\$2,500
TCPA Defense Coverage	\$2,500
Breach Event Costs Coverage	\$2,500
Post Breach Remediation Costs Coverage	\$2,500
BrandGuard TM Coverage Waiting Period Period of Indemnity	2 weeks 6 months
System Failure Coverage	
A. Data Recovery Deductible	\$2,500
B. Non-Physical Business Interruption	
Waiting Period	8 hours
Period of Restoration	6 months
Dependent System Failure Coverage	
A. Data Recovery Deductible	\$2,500
B. Non-Physical Business Interruption	
Waiting Period	12 hours
Period of Indemnity	4 months
Cyber Extortion Coverage	\$2,500
Cyber Crime Coverage	\$2,500
Bricking Loss Coverage	\$2,500
Property Damage Loss Coverage	\$2,500
Reward Expenses Coverage	\$2,500
Court Attendance Costs Coverage	None





REQUIRED ADDITIONAL UNDERWRITING INFORMATION

All quoted terms are subject to our receipt, review, and acceptance of the following information:

DUE PRIOR TO BINDING:

• No subjectivities required.

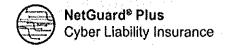
DUE WITHIN 7 DAYS OF BINDING:

• No subjectivities required.

NOTES AND APPLICABLE ENDORSEMENTS

NGP1082-52020	Amendment of Other Insurance Provisions: Excess Insurance	
NGP1077-122023	Biometric Claims Sublimit A. Biometric Claims Sublimit: \$250,000 Each Biometric Claim / \$250,000 Aggregate B. Biometric Claims Deductible: To match option selected. C. None; Full Unknown Prior Acts.	
NGP1115-112023	Dependent System Failure Non-IT Service Provider Sublimit \$1M each claim/\$1M aggregate Waiting Period: To Match DSF Waiting Period hours	· ·
NGP1078-52020	Nuclear Incident Exclusion	
NGP1076-42020	Policyholder Disclosure Notice of Terrorism Insurance Coverage	
NGP1075-42020	Service of Suit	
NGP1109-102023	War and Cyber Operation Exclusion	
NGP1124-82024	RPS Cyber Amendatory	
NGP1142-122024	Cyber Crime Amendatory Undelivered Goods or Services	





TERMS AND CONDITIONS

Third Party Liability Coverage provided on a claims-made and reported basis. First Party Coverage provided on an event discovered and reported basis.

If coverage is bound, the Applicant consents to periodic non-intrusive scans of the Applicant's internet-facing systems/applications for common vulnerabilities. The individual responsible for the Applicant's network security, as designated on the Application for this insurance, will receive direct communications from the Insurer and/or its representatives regarding the results of such scans and any potentially urgent security issues identified in relation to the Applicant's organization.

Payment of premium is due 30 days from the effective date of coverage.

Renewal Quote is valid through July 01, 2025. Underwriters reserve the right to change the terms indicated or decline to quote the account.



NetGuard® Plus Cyber Liability DESCRIPTION OF COVERAGE



Third Party Liability Insuring Agreements

Multimedia Liability

Liability resulting from claims related to media content and communications, including the creation, publication or dissemination of online or offline media material, including claims alleging copyright/trademark/domain name infringement, invasion of privacy, defamation, libel, slander, plagiarism or personal injury.

Security and Privacy Liability

Liability resulting from a security breach or privacy breach, including failure to prevent or hinder such breaches or failure to safeguard electronic or non-electronic confidential information.

Privacy Regulatory Defense and Penalties

Liability for regulatory fines and penalties and/or regulatory compensatory awards resulting from violations of various privacy regulations, such as the EU General Data Protection Regulation ("GDPR") and the California Consumer Privacy Act, and privacy regulatory proceedings/investigations brought by federal, state, local or foreign governmental agencies.

PCI DSS Liability

Liability for fines, assessments or penalties (including fraud recoveries and card reissuance costs) imposed by banks or credit card companies due to non-compliance with the Payment Card Industry Data Security Standard (PCI DSS) or payment card company rules.

Bodily Injury Liability

Liability for damages and defense costs resulting from the failure to prevent or avoid bodily injury caused by a security breach or privacy breach.

Property Damage Liability

Liability for damages and defense costs resulting from the failure to prevent or avoid property damage caused by a security breach or privacy breach.

TCPA Defense

Defense-only coverage for claims alleging violation of the Telephone Consumer Protection Act, the Telemarketing and Consumer Fraud and Abuse Prevention Act, the CAN-SPAM Act, or any similar federal, state, local or foreign law regulating the use of telephonic or electronic communications for solicitation purposes.

NetGuard® Plus Cyber Liability DESCRIPTION OF COVERAGE



First Party Liability Insuring Agreements

Breach Event Costs

Reasonable and necessary mitigation costs and expenses incurred as a result of a privacy breach, security breach or adverse media report, including initial breach consultation costs, public relations expenses, notification expenses and 24 months of breach support costs (credit monitoring, identity theft assistance, credit/identity repair and restoration services).

Post Breach Remediation Costs

Post-breach remediation costs incurred to mitigate the potential of a future security breach or privacy breach.

BrandGuard®

(1) Loss of net profit incurred as a direct result of reputational damage stemming from an adverse media report and (2) notification (including voluntary notification) of a security breach or privacy breach to affected individuals.

System Failure

Reasonable and necessary amounts incurred to recover and/or replace electronic data that is compromised, damaged, lost, erased, corrupted or stolen, and business income loss and interruption expenses incurred, due to an unplanned outage, interruption, failure, suspension or degradation of service of an insured computer system, including any such incident caused by a hacking attack.

Dependent System Failure

Reasonable and necessary amounts incurred to recover and/or electronic data that is compromised, damaged, lost, erased, corrupted or stolen, and business income loss and extra expenses incurred, due to an unplanned outage, interruption, failure, suspension or degradation of service of a service provider computer system that is caused by specified cyber perils, including a denial of service attack, malicious code, and acts of cyber terrorism.

Cyber Extortion

Extortion expenses incurred and extortion monies paid as a direct result of a credible cyber extortion threat.

Cyber Crime

Coverage for (1) loss of money or securities due to Financial Fraud; (2) loss related to Telecommunications and Utilities Fraud, including charges stemming from the fraudulent use of an insured's telephone system, electricity, water, internet access and cloud computing; and (3) loss related to Phishing Fraud, including loss incurred by your client, customer or vendor, which was paid to an unintended third party due to a phishing scheme.

Bricking Loss

Losses incurred to replace computer hardware or electronic equipment that becomes nonfunctional or useless for its intended purpose (but not physically damaged) due to a hacking attack, up to 125% of replacement value.

Property Damage Loss

Physical damage to your property caused by or resulting from a hacking attack.

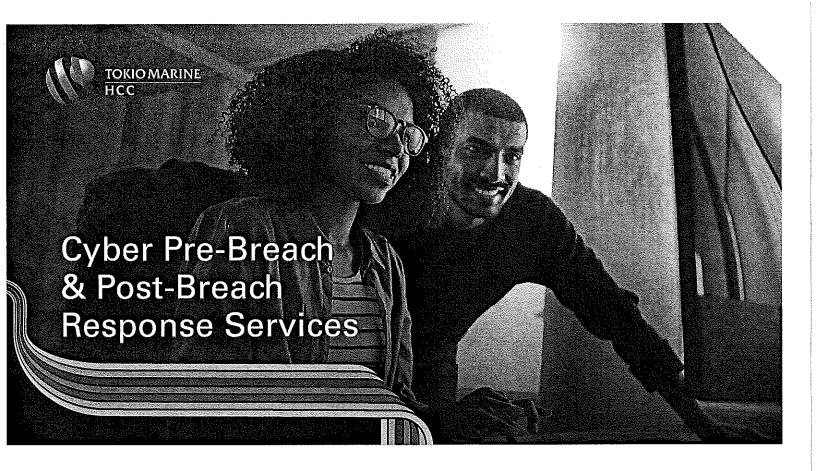
Reward Expenses

Reasonable amounts paid to an informant for information not otherwise available, which leads to the arrest and conviction of a person or group responsible for a privacy breach, security breach, system failure, cyber extortion threat, financial fraud, telecommunications fraud or phishing attack.

Court Attendance Costs

Reasonable costs incurred to attend mediation, arbitration proceedings, hearings, depositions and trials as a witness relating to the defense of a claim.

Tokio Marine HCC | NAS Insurance Services, LLC, CA License #0677191



We Know Cyber

A one-size solution does not fit all. **Tokio Marine HCC** insures thousands of companies from Fortune 500 to small and midsize businesses. We welcome the opportunity to develop creative solutions to tailor coverage for your client's needs.

While having a policy is essential, TMHCC is aware that it is not enough. You want the security to know you can count on us before and after a breach happens. We work with preferred vendors to provide next generation anti-virus software, back-up cloud provider, and multi-factor authentication to protect from unwanted infiltration of the network. With our cyber security website, CyberNET®, your insureds have access to cyber expert consultants available online or via phone to advise how to mitigate data and privacy breaches, prepare an incident response plan and respond to a suspected breach.

Our in-house claims experts have handled thousands of cyber incidents each year across a range of financial services, retail, hospitality, educational, healthcare and governmental organizations.

At CyberNET.tmhcc.com, our policyholders get access to:



Cyber Security Trainings



Phishing Simulations



Cyber Risk Report with Domain & Dark Web Security Scans

Additional benefits received as a policyholder:



Preferred rates and partnerships with security control



24/7 access to cyber security consultants



24/7 expert claims handling

tmhcc.com/cyber

Tokio Marine HCC insurance policyholders can access a curated list of service providers that offer a variety of risk mitigation services to help businesses reduce their risk of a cyber breach and benefit with reduced premium rates if certain controls are implemented before your policy binds. Services range from antivirus software to penetration testing to PCI compliance review.

This is a comprehensive list of service providers in good standing with Tokio Marine HCC - Cyber and Professional Lines Group. Services are to be secured directly with each entity and are not covered as part of your insurance policy.

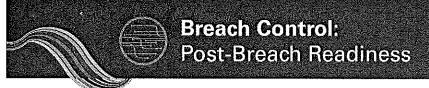


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Some rates have been negotiated and are determined per project and vary according to the size and scope of services.

SERVICE	VENDOR	WEBSITE	PHONE	EMAIL
TWO-FACTOR AUTHENTICATION (2FA)				Company of the Compan
	Duo Security	youroneit.com	703.570.4103	mike.zaroudny@youroneit.com
CLOUD BACKUP PROVIDER				
	Datto powered by OnelT	youroneit.com	703.570.4103	mike.zaroudny@youroneit.com
TABLETOP READINESS ASSESSMENT				
	ePlace Solutions	eplacesolutions.com	800.387.4468	efalke@eplaceinc.com
	Kroll	Kroll,com	615,483,3402	CIS@kroll.com
	Arete Advisors	Areteir.com	561.231.2758	jpasker@areteir.com
	Wilson Elser	Wilsonelser.com	504.372.6698	dominick.cvitanovic@wilsonelser.cor
	Entara	Entaracorp.com	312.351.1405	Deniz.Sagnaklar@entaracorp.com
	Lewis Brisbois	lewisbrisbois.com	602.499.8126	Robert.F.Walker@lewisbrisbois.com
NETWORK SECURITY/PENETRATION TESTING				
	Kroll	Kroll.com	615.483.3402	CIS@kroll.com
	Ankura	Ankura.com	215.832.4485	incident@ankura.com
	Arete Advisors	Areteir,com	561.231.2758	jpasker@aretelr.com
SECURITY AWARENESS/PHISHING SIMULATION				Barata and Carlo
	Wizer	wizer-training.com	586.601.4698	support@wizer-training.com
	ePlace Solutions	eplacesolutions.com	800.387.4468	efalke@eplaceinc.com
	Kroll	Kroll.com	615,483,3402	CIS@kroll.com
	Proofpoint	Proofpoint.com	408.517.4710	sales@proofpoint.com
PCI COMPLIANCE REVIEW				
	ePlace Solutions	eplacesolutions.com	800.387.4468	efalke@eplaceinc.com
	Kroll	Kroll.com	615.483,3402	CIS@kroll.com



When it comes to providing exceptional service for your policyholders and rapid, expert breach response, Tokio Marine HCC's in-house Incident Response Team and experienced cyber claims team gives careful consideration to the needs of each insured. Our goal is to get your insured back up and running and reach a successful resolution. How do we do it?

Our Cyber Incident Response Team expedites recovery and minimizes downtime for our policyholders. We're available 24/7 to navigate them through active cyber events.

Richard Savage
Sr. Director | Cyber Incident Response



Incident Response and Claims Process











Report

Respond

Recover

Defend

Sinengther

Our policyholders will work with an in-house Incident Response Specialist 24/7/365

Incidents or claims are reported to: 888.627.8995 CyberClaims@tmhcc.com Our policyholders work with an in-house Incident Response Specialist 24/7/365 or a claims team member who makes recommendations and guides through every step of the claims process.

Policyholders are advised about the best recovery path and recommended recovery experts to assist with technical expertise and support. In the event of a breach, we engage outside experienced counsel to advise on notification and defense during litigation.

We recommend certain controls, including risk mitigation services, to improve the insured's posture post event.

We work and collaborate with a trusted team of providers. We know every cyber claim is unique, so our incident response and claims team provide a range of options to best fit your policyholders' business and security needs.



We deliver superior claims service and assistance. Our Cyber Claims professionals are highly knowledgeable and pride themselves in responsiveness, efficiency, effectiveness, and going above and beyond for our insureds during challenging circumstances.

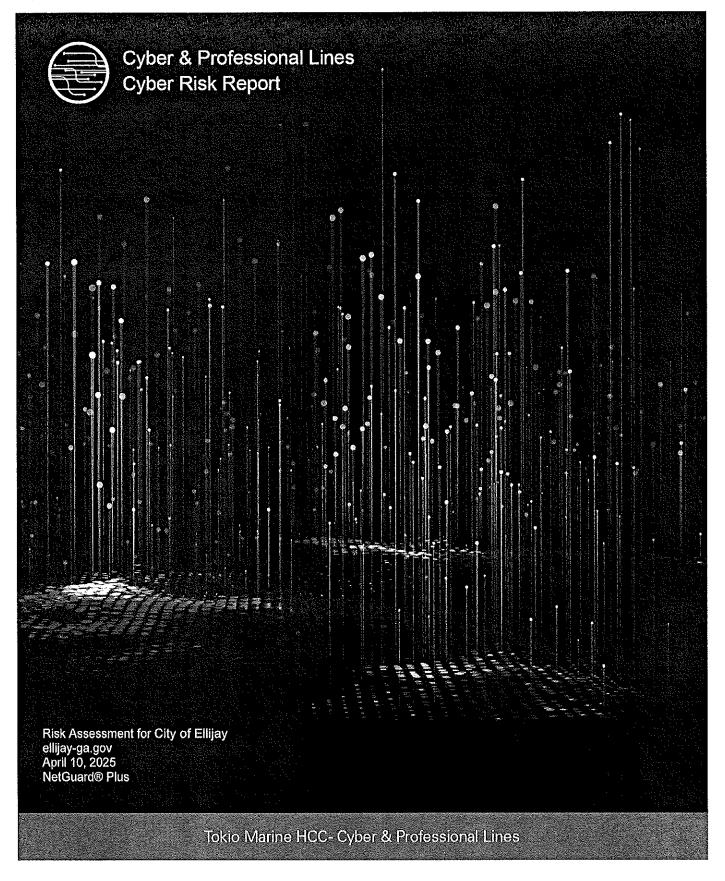
Tamara Ashjian VP, Claims | Cyber & Tech

Our cyber claims team can be reached at:

888.627.8995 CyberClaims@tmhcc.com









The risk assessment has valuable information regarding your network and any exposures you need to be aware of, including:

- Summary of Findings
- Ransomware Initial Access Exposures Detected
 - RCE CVEs: Remote Code Execution Vulnerabilities
 - · Valid Accounts and Brute-Force
 - Internal Network Access for Sale
- Possible Malware Infection Detected
 - Possible Indicators of Compromise Detected on Network
- . Dangerous Misconfigurations and Exposures Detected
 - Risky Configuration Detected

Tokio Marine HCC has been innovating Cyber Liability Insurance worldwide, for over 20 years. Our dedicated global team is made up of Cyber insurance and in-house claims experts with deep industry knowledge and a wealth of Cyber security experience. We promote active knowledge exchange, making us a global leader when it comes to Cyber risk, while keeping you at the forefront of emerging threats on the ever-evolving Cyber landscape.



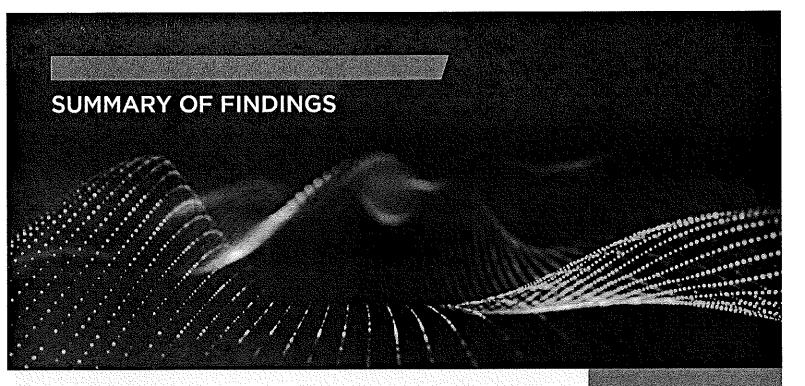
From offices in the U.S., our **Cyber & Professional Lines Group (CPLG)** team performs a diverse range of security and network scans that specifically focus on vulnerabilities and exposures actively targeted by threat-actors. Our Cyber Threat-Intelligence team utilizes a combination of non-intrusive scans and security tools to identify opportunities for Initial Access based on the latest observed attack-vectors and known ransomware groups' Tactics, Techniques and Procedures (TTPs).

Threat-Intelligence is the cornerstone of our monitoring and alerting system that produces actionable insight on potential exposures throughout the policy life cycle. We continuously track developments in attack-vectors and alert you of any discovered exposures on your network, while providing additional support during the remediation process. This proactive approach focused on specific attack-vectors allows for considerable risk-reduction, while diminishing response-time and impact to your workload.

Our Threat-Intelligence driven scans detect exposures that make you vulnerable to potentially catastrophic Cyber incidents. Throughout this report we will walk you through these results, how we obtained them, and their importance.



Jacob Ingerslev / Senior Vice President Cyber & Professional Lines Group



New threats will continue to emerge as bad actors grow stealthier and more sophisticated, but CPLG's Threat-Intelligence team is on the frontlines to aid you in detecting and remediating exposures. Diligence in adhering to notices and ensuring you enforce cyber security controls, such as multi-factor authentication, across your entire organization can dramatically reduce your risk.

Cyber extortion events can be costly and complex - even organizations with secure, cloudbased backups incur business interruption losses during the restoration of critical operations. Paying a ransom demand is only one of many expenses.

For an organization of your size, here is a breakdown of common expenses



RANSOM PAYMENT



BUSINESS INTERRUPTION



CPLG's non-intrusive scan detected the below exposures and will continue to scan for them throughout the policy period.

Ransomware Initial Access Exposures Detected: 0

Possible Malware Infection Detected: 0

Dangerous Misconfigurations and Exposures Detected: 0



Myth: Ransomware only targets large companies.

Organizations of all sizes can be the larger. of ransomware, and ransomware is frequently aimed at small and medium-sized organizations. An SMB can be used as a vector to attack a larger parent organization or the supply chain of a large target.

RANSOMWARE INITIAL ACCESS EXPOSURE

Our scanner looks for internet-facing devices vulnerable to exploits favored by ransomware gangs, and regularly targeted to gain **Initial Access** to corporate networks. These exploits are well-known and widely shared in the underground community. These vulnerabilities should be patched immediately.

The term **Initial Access** (or Initial Access Vector) refers to the techniques and actions taken by the attacker to gain an initial foothold into the victim's network.

We also check for internet-facing ports and services that are exploited by ransomware groups and Initial Access Brokers (IABs) through brute-forcing, password spraying and "credentials reuse". These ports and services should be closed immediately, or ensure they are properly protected by MFA (Multi-Factor Authentication) to counter the likelihood of successful exploitation. The scanner also checks for sales of employee credentials in underground markets, as these corporate credentials can also be leveraged to gain an initial foothold into your internal network.

Remote Code Execution (RCE) and Common Vulnerabilities and Exposures (CVEs)

We performed a non-intrusive scan of your network focused on detecting exposures to specific Remote Code Execution vulnerabilities. These vulnerabilities are a preferred method of Initial Access for multiple criminal threat-groups and affect most enterprise services and technology, including VPN devices, mail servers and firewalls.

Our non-intrusive vulnerability scan has detected 0 RCE CVE(s) that your organization may be vulnerable to; up to two results are listed below. If nothing was detected, this section will be blank.

RCE CVE is short for Remote Code Execution and Common Vulnerabilities and Exposures. This subset of software vulnerabilities can be exploited to allow the attacker to run commands and control the attacked system.

At policy issuance you will receive a comprehensive risk report with details regarding the domain, IP, and port that are exposed to these critical vulnerabilities along with details regarding how to apply the necessary patches to protect your organization.

Throughout the policy period our continuous monitoring system promptly alerts you of these exposures, while constantly tracking newly discovered RCE CVEs exploited by threat-actors.

Valid Accounts and Brute-Force:

Threat-actors continuously scan the internet for opportunities to gain access to internal corporate networks. We performed a non-intrusive scan focused on detecting applications and services known to be targeted through the use of "Valid Accounts", "Brute-Forcing" or "Credential Stuffing". Besides Remote Desktop Protocol (RDP), internet-facing applications like ConnectWise, VNC, AnyDesk and other legitimate remote management tools are often targeted and should always be protected by MFA (Multi-Factor Authentication).

Our non-intrusive scan has detected 0 remote services that can be exploited by ransomware gangs; up to two results are listed below. If nothing was detected, this section will be blank.

At policy issuance you will receive a comprehensive risk report with details regarding the domain, IP, and port that are exposed to these critical vulnerabilities along with details regarding how to apply the necessary patches to protect your organization.

Throughout the policy period we scan and monitor for the presence of these services on your network to ensure you are aware of any possible risk-exposure. These services are leveraged by threat-actors to maintain access to a victim's network; timely alerting can provide you with an opportunity to thwart an ongoing attack.



Valid Accounts are credentials, current and correct login information containing username and passwords that can be used to access networks and computer systems.



Brute-Forcing refers to an attack in which the attacker tries to log into a system by trying all possible username and password combinations, until the correct one is found. This is usually an automated attack and does not require the attacker to input each combination manually.

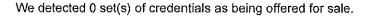


In Credential Stuffing, the attacker collects a large amount of username, and password combinations from a previous breach and attempts to utilize the same combination to log into other services belonging to the breached users, in the hope that those users rely on the same combination of username and passwords for multiple services.

Network Access for Sale:

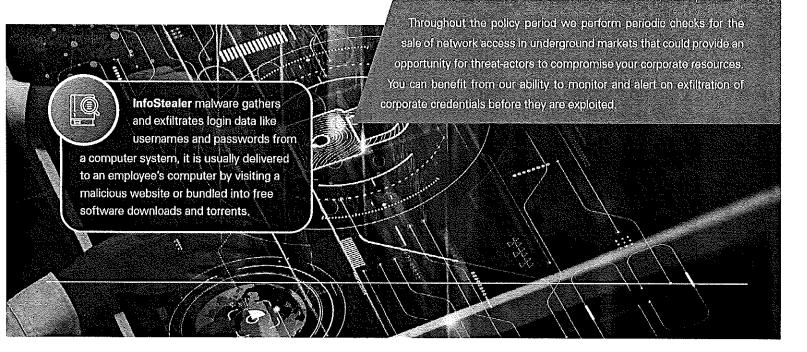
Ransomware gangs often rely on Initial Access Brokers (IABs) to gain an initial foothold into a corporate network. IABs have been observed as utilizing corporate account credentials exfiltrated through the use of InfoStealer malware.

InfoStealer malware is delivered to an employee's computer through "drive-by compromise" or bundled into "freeware" downloads and torrents. Our scan detects whether a corporate machine on your network was infected by InfoStealer malware, which resulted in an employee's corporate access being available for sale in criminal underground markets.





At policy issuance you will receive a comprehensive risk report with details regarding the compromise date, domain, username, computer name, operation system, computer IP, URL login, date of infection, and malware along with details regarding how to take appropriate next steps to protect your organization.



POSSIBLE MALWARE INFECTION DETECTED

Our scanner checks your internet-facing network for indicators of compromise suggesting the presence of an active malware infection. We detect a variety of common malware families like coinminers and botnets, but also the presence of more severe detections, indicating the presence of persistence mechanisms, backdoors and exfiltration of corporate credentials. While some of these malware detections can have limited impact to the overall performance of your network and the devices within it, some can lead to more wide-spread issues, and even be precursors to very severe compromises, like ransomware.

Possible Indicators of Compromise Detected on Network:

We scanned your network for indications of active infections and compromise. Our scanner checked for the presence of persistence mechanisms like "webshells", tools like CobaltStrike, phishing pages, as well as more common malware families.

Our non-intrusive scan has detected 0 possible indicator(s) of compromise on your network; up to two results are listed below. If nothing was detected, this section will be blank.

At policy issuance you will receive a comprehensive risk report with details regarding the IP this indicator was detected on along with details regarding how to appropriately address it.

Throughout the policy period we perform periodic scans of your network and alert you of possible severe detections, this provides you with an opportunity to address the exposure before its severity increases.



An active malware infection is an infection on a computer system that has not been addressed or remediated.



Persistence mechanisms are any technique or task that allows the attacker to maintain current, ongoing access to a compromised computer system or network.

DANGEROUS MISCONFIGURATIONS & EXPOSURES DETECTED

Our scanner checks for a variety of misconfigured services that may allow threat-actors an opportunity to gain an initial foothold into your network. By addressing any misconfiguration found, you will lower your risk-exposure and avoid any possible compliance issues.

Risky Configuration Detected

We scanned your internet-facing devices for the presence of End-of-Life Windows servers, exposed remote network management login pages, TOR (The Onion Router) nodes, exposed FTP servers, open databases, and additional detections that might provide you with an opportunity to harden your perimeter.

We identified 0 potential exposures; up to two results are listed below. If nothing was detected, this section will be blank.



At policy issuance you will receive a comprehensive risk report with details regarding how to take appropriate next steps to protect your organization.





PREMIUM SUMMARY

CITY OF ELLIJAY (GA) C36480

	<u>Premium</u>
Property	\$9,145
Crime	\$876
Inland Marine	\$2,040
Auto	\$32,338
General Liability	\$18,570
Law Enforcement Activity Liability	Included
Public Officials and Management Liability	\$11,877
Educators Legal Liability	Not Quoted
Excess Liability	Not Quoted
Total Estimated Annual Premium	\$74.846



GLATFELTER PUBLIC ENTITIES ORDER FORM

CITY OF ELLIJAY (GA) C36480

Coverage		Effective/ Expiration Date	s Initial to	cept o accept rage	Decline Initial to decline coverage	Premium Quoted
Property						
Crime				_		
Inland Mari	ne					
Auto			_			
General Liak	oility					
Public Officia Managem	als and ent Liability					
Educators L Liability	egal					
Excess Liabil	ity -					
endorsements. Yo listed on this Ord	ou will receive an i er Form should not thedules. Please w al Default u Pay \$2,500 a Pay \$3,500 a	25. They will be included notice based on the pay be used for billing purpait for the invoice to binless otherwise eligic count minimum account minimum	ment plan selected poses. On Installme Il the insured. Rer	d. ***Please Int plans, pa nittance pay	Note – Any breakdow yment amounts will v	n of premium values ary due to rounding
 Provid Identif Compl 	e the INSURED'S y all mortgagees ete Uninsured N	form, you must Federal ID#: , loss payees and (fo Notorist's Selection/F are in agreement wit	58-6000574 or Auto only) add Rejection form, i	litional ins f required		
		be used as one. This Glatfelter Public Entit				erty and casualty
Signature of Insu	red or Insurance F	epresentative				Date
ternal Use Only:	C36480 GA Property: 20952 GL: 209527100000	710000000 Crime: 2	0t: 07/01/2025 0952710000000 952710000000	Doc ID: 1 TM: 20952	cf383aef6274b10a3ci 710000000 Auto: Exces	20952710000000



PROPERTY – STATEMENT OF VALUES

Prepared for:

CITY OF ELLIJAY (C36480)

Date Generated:

05/20/2025

Renewal Of Policy Number: GPNU-PF-0016002-04

Policy Period:

07/01/2025 - 07/01/2026

Blanket Type:

Policy Blanket

			Real I	roperty	Persona	l Property
Premises/ <u>Item</u>	Address	Description/ Occupancy	<u>Value</u>	Incl in <u>Blanket</u>	<u>Value</u>	Incl in <u>Blanket</u>
1/1	197 NORTH MAIN STREET ELLIJAY, GA 30540	CITY HALL	\$1,516,524	Yes	\$81,153	Yes
1/2		MAINTENANCE	\$240,000	Yes	\$7,698	Yes
			Total Values Subject All Other Values:	to the Blank	et: \$1,	845,375 \$0
2/1	201 NORTH MAIN STREET ELLIJAY, GA 30540	FIRE DEPARTMENT	\$2,310,509	Yes	\$308,067	Yes
			Total Values Subject All Other Values:	to the Blank	et: \$2,	618,576 \$0
3/1	WESTSIDE SQUARE AND DALTO ELLIJAY, GA 30540	KOISK	\$5,830	Yes	Not Covered	
			Total Values Subject All Other Values:	to the Blank	et:	\$5,830 \$0
4/1	OLD BLUE RIDGE/MCCUTCHEN ELLIJAY, GA 30540	CORN CRIB (ACV)	\$749	Ио	Not Covered	
4/2		BARN (ACV)	\$54,585	No	Not Covered	
4/3		RESTROOMS	\$134,984	Yes	Not Covered	
			Total Values Subject All Other Values:	to the Blank	•	134,984 \$55,334
5/1	NORTH CHURCH STREET ELLIJAY, GA 30540	BOARDWALK	\$68,429	Yes	Included	Yes
			Total Values Subject All Other Values:	to the Blank	et:	\$68,429 \$0

END OF STATEMENT OF VALUES

CITY OF ELLIJAY

PRESENTED BY:

APEX INSURANCE AGENCY LLC

201 CONCOURSE BLVD

STE 260

GLEN ALLEN, VA 23059

470.602.7850



07/01/2025

This quote proposal is valid until the proposed effective date.

PROPOSAL DATE:

05/20/2025

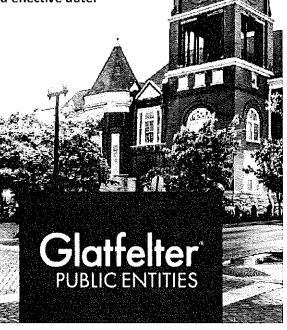




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GLATFELTER PUBLIC ENTITIES

Glatfelter Public Entities, a division of Glatfelter Insurance Group, is the nation's premier public entity program manager for the following classes: educational institutions, municipalities and water/sewer entities. Glatfelter Public Entities also writes private/charter schools and independent school bus contractors. We are recognized as the industry leader in our target markets. Glatfelter Public Entities' mission statement is simple: we strive to provide our customers with innovative and stable products, prompt and considerate claims handling, attentive and personal service, pricing equity, and carrier security. Our commitment to customer service is evidenced by our high retention ratio and portfolio growth. Glatfelter Public Entities' services include program underwriting, policy administration, product and program management, loss control, claims administration, licensing, compliance, and actuarial services. We distribute our products through a national network of independent brokers and believe our partnership is responsible for the distinct competitive advantage we enjoy in our target market.

Glatfelter Public Entities offers a broad portfolio of coverages including:

- Property (including Equipment Breakdown)
- Crime
- Inland Marine
- Auto
- · General Liability
- Law Enforcement Activity Liability
- Public Officials & Management Liability (including Employment Practices Liability)
- Educators Legal Liability (including Employment Practices Liability)
- Excess Liability

Workers' Compensation is also available in select programs.

Please contact your insurance representative if you are interested in modifying your proposal to include one or more of these available coverages.

Agency License OB17046



YOUR INSURANCE PROPOSAL

This proposal is prepared from information supplied to Glatfelter Public Entities on the application submitted by your insurance representative.

The lines of business shown in this proposal are offered as a complete portfolio. Purchase of individual lines of business requires underwriting approval. This proposal may or may not contain all terms requested on the application. Proposed coverages are provided by the Glatfelter Public Entities insurance policy forms and are subject to the terms, exclusions, conditions and limitations of those policy forms. Actual policies should be reviewed for specific details. Your insurance representative can provide specimen policies upon request.

Your exposure to loss changes over time. Keep your insurance representative informed of any changes, so your coverage can be updated. We strongly recommend frequent reviews of your operations and Glatfelter Public Entities coverage with your insurance representative.

The proposed admitted Property and Casualty coverage is underwritten by National Union Fire Insurance Company of Pittsburgh, Pa. (A.M. Best #19445). National Union Fire Insurance Company of Pittsburgh, Pa. (NUFIC) is rated A (Excellent) in Financial Size Category XV by A.M. Best Company. For certain lines of insurance, the proposed Property and Casualty coverage may be offered by a surplus lines insurer, such as Lexington Insurance Company or AIG Specialty Insurance Company, if coverage by NUFIC is unavailable.

Glatfelter Claims Management provides the claims management services for Glatfelter Public Entities insureds exclusively.

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The Glatfelter Public Entities Program is administered by Glatfelter Underwriting Services, Inc. a/k/a Glatfelter Insurance Services in CA, MN, NV and UT and Glatfelter Brokerage Services in NY. CA Insurance Producer License #0B17046. Glatfelter Underwriting Services, Inc., an American International Group, Inc. (AIG) company, is a premier manager and specialist of specialty commercial insurance markets in the U.S. This proposal provides a brief description of proposed insurance coverages for your consideration. It is not a contract of insurance. Refer to the actual insurance policy for a description of coverage, exclusions and conditions. Specimen policies are available for your review. All products and services are written or provided by subsidiaries or affiliates of AIG. Products or services may not be available in all countries, and coverage is subject to actual policy language. Certain property-casualty coverages may be provided by a surplus lines insurer. Surplus lines insurers do not generally participate in state guaranty funds and insureds are therefore not protected by such funds.



PROPOSAL

GENERAL INFORMATION

This Proposal reflects the renewal of policies listed below:

Expiring Policy Number

Renewal Date

GPNU-PF-0016002-04

07/01/2025

First Named Insured:

CITY OF ELLIJAY

Mailing Address:

197 NORTH MAIN STREET

ELLIJAY, GA 30540



PROPERTY

Insurer: National Union Fire Insurance Company of Pittsburgh, Pa.

This coverage contains the following four sections:

- Coverage A. Real Property protects you for direct physical loss or damage to your buildings and structures at a premises shown on the schedule in this document caused by or resulting from a covered cause of loss. Pays up to the limit shown on the schedule in this document in any one occurrence. Real Property includes foundations of buildings, structures, machinery or boilers.
- Coverage B. Personal Property protects you for direct physical loss or damage to your contents at a premises shown on the schedule in this document caused by or resulting from a covered cause of loss. Pays up to the limit shown on the schedule in this document in any one occurrence.
- Coverage C. Loss of Income protects your loss of income if your operations are interrupted because of a covered loss to your buildings or contents. Covers the loss of income you sustain during the period of restoration. Pays up to the limit shown on the schedule in this document in any one occurrence.
- Coverage D. Extra Expense protects you from extra expense you incur if your operations are interrupted
 because of a covered loss to your buildings or contents, provided the extra expense is necessary to
 minimize your down-time and continue operations. Covers the extra expense (over and above normal
 operating expenses) incurred during the period of restoration. Pays up to the limit shown on the schedule
 in this document in any one occurrence.

Glatfelter Public Entities insures property against *any* cause of direct physical loss or damage unless the cause of loss is specifically excluded. Notable exclusions to coverage include, but are not limited to, war, nuclear activity, earthquake or flood, and asbestos. Please refer to the actual Property Coverage Part for a complete description of coverage, exclusions, and conditions.

Earthquake Coverage or Flood Coverage is optional for eligible locations if not identified below.

A deductible applies to all property coverage unless otherwise noted in the proposal.

Valuation

Glatfelter Public Entities insures property on a *Replacement Cost (RC)* basis unless indicated otherwise. If indicated on the Schedule of Property Limits, property coverage on designated premises may be provided on an *Actual Cash Value (ACV)* or *Functional Replacement Cost (FRC)* basis. Descriptions are:

- Replacement Cost pays to replace your property, without deduction for depreciation, but is subject to the limit on the policy.
- Actual Cash Value pays the cost to replace your property, subject to depreciation and subject to the limit
 on the policy.
- Functional Replacement Cost pays to replace your property with similar property intended to perform the same function, when replacement with identical property is impossible or unnecessary; it's subject to the limit you select.



Property

Policy Deductible: \$1,000

Equipment Breakdown Deductible:

If no deductible is shown above or otherwise described in the Proposal notes, the Policy Deductible applies.

Property Premises Summary

<u>Premises</u>	Address	<u>City</u>	<u>State</u>	<u>Zip</u>
1	197 NORTH MAIN STREET	ELLIJAY	GA	30540
2	201 NORTH MAIN STREET	ELLIJAY	GA	30540
3	WESTSIDE SQUARE AND DALTO	ELLIJAY	GA	30540
4	OLD BLUE RIDGE/MCCUTCHEN	ELLIJAY	GA	30540
5	NORTH CHURCH STREET	ELLIJAY	GA	30540

Schedule of Property Coverage - Policy Blanket Limits

The following Blanket Limit Schedule for Coverage A – Real Property and Coverage B – Personal Property applies to all items of Real Property and Personal Property except for the property listed in the Schedule of Property Coverage – Individual Limits.

<u>Premises</u>	Blanket Limit of Insurance	<u>Valuation</u>	<u>Coinsurance</u>	Inflation Guard
Ali	\$4,673,194	RC	N/A	4%

Schedule of Property Coverage - Individual Limits

			Real	Proper	ty	Per	sonal	Prope	erty
Premises/	Description/		Valu-	Coin-	Inflation		Valu-	Coin-	Inflation
<u>item</u>	<u>Occupancy</u>	<u>Limit</u>	<u>ation</u>	surance	<u>Guard</u>	<u>Limit</u>	ation	surance	<u>Guard</u>
3/1	KOISK	Incl. in Blanket				Not Covered			
4 / 1	CORN CRIB (ACV)	\$749	ACV	N/A	4%	Not Covered			
4/2	BARN (ACV)	\$54,585	ACV	N/A	4%	Not Covered			
4/3	RESTROOMS	Incl. in Blanket				Not Covered			

Coverages C and D: Schedule of Limits

Coverage C – Loss of Income	Loss sustained for up to:	\$250,000 per occurrence
Coverage D – Extra Expense	Loss sustained for up to:	\$250,000 per occurrence

Property Coverage Extensions Limits

Extension	Limit of Insurance	
Accounts Receivable:	\$50,000	
Fine Arts (without certified appraisal):	\$25,000	(subject to \$1,500 per item)
Fine Arts (with certified appraisal):	\$50,000	
In Transit or Off Premises:	\$100,000	
Outdoor Property:	\$350,000	
Software:	\$500,000	
Trees, Shrubs, Plants and Lawns:	\$25,000	
Valuable Papers and Records:	\$50,000	



Flood

Limit of Insurance – Each Occurrence:\$1,000,000Limit of Insurance – Annual Aggregate:\$1,000,000Deductible – Each Occurrence:\$10,000

Flood Schedule of Included Premises

Premises	<u>Address</u>
1	197 NORTH MAIN STREET
2	201 NORTH MAIN STREET
3	WESTSIDE SQUARE AND DALTO
4	OLD BLUE RIDGE/MCCUTCHEN

Earthquake

Limit of Insurance – Each Occurrence:\$1,000,000Limit of Insurance – Annual Aggregate:\$1,000,000Deductible – Each Occurrence:\$10,000

Earthquake Schedule of Included Premises

<u>Premises</u>	Address Address
1	197 NORTH MAIN STREET
2	201 NORTH MAIN STREET
3	WESTSIDE SQUARE AND DALTO
4	OLD BLUE RIDGE/MCCUTCHEN
5	NORTH CHURCH STREET



PROPERTY - COVERAGE HIGHLIGHTS

The following apply unless noted otherwise in this proposal:

Accounts Receivable Pays the costs you incur in restoring your accounts receivable records following a

covered loss.

Also pays amounts you are unable to collect if your accounts receivable records

cannot be restored.

Applies on-premises or away from premises.

Pays up to the limit shown in the above schedule in any one occurrence; optional

limits may be available.

Coverage deductible applies subject to maximum \$500.

Commandeered Property

Pays at your request for direct physical loss or damage to commandeered property

caused by or resulting from any covered cause of loss.

Coverage applies only for the time you officially use the commandeered property to

manage an emergency situation and the time to return the property.

Pays the "replacement cost" of the commandeered property and loss of use.

Debris Removal

Covers up to 25% of the amount paid for direct physical loss to covered property if

the expense is incurred as a result of a covered cause of loss.

Pays up to an additional \$100,000 if the debris removal expense exceeds the 25%

provided above.

Pays up to \$5,000 of the limit available for debris removal of trees that are damaged by a covered cause of loss, provided that the trees have damaged your

covered real or personal property or prevent access to your premises.

Deductible Waiver If a Property claim occurs in conjunction with a claim under a Glatfelter Public Entities Auto Physical Damage or Inland Marine coverage, only one deductible, the largest, will apply to all losses.

Equipment Breakdown Extends property coverage to include the mechanical breakdown of equipment or the explosion of pressure vessels at a covered premises. Covered equipment includes such items as covered real property or personal property that generates, transmits or utilizes energy, including electronic communications and data processing equipment; or during normal usage, operates under vacuum or pressure, other than the weight of its contents. Coverage is extended to include electronic circuitry impairment, green enhancements and cloud computing. Please refer to the actual Property Coverage Part for equipment not covered.

Covers loss of income or extra expense you may suffer if utilities are interrupted as a result of an accident to covered equipment owned by a landlord or utility company.

Subject to applicable Property limits and sub-limits as noted here:

- Loss of Income:	Refer to the property schedule in this proposal
- Extra Expense:	Refer to the property schedule in this proposal
- Expediting Expenses:	\$100,000
- Hazardous Substances:	\$250,000
- Spoilage:	\$100,000
- Data Restoration:	\$500,000
- Green Coverage:	\$100,000
- Off-Premises Equipment Breakdown:	\$25,000
- Public Relations:	\$5,000



PROPERTY - COVERAGE HIGHLIGHTS - continued

Fine Arts

Pays the fair market value to restore fine arts to its pre-loss condition or replace the

item with an identical object.

Pays up to \$25,000 in any one occurrence (subject to \$1,500 per Item) without a

certified appraisal.

Pays up to the limit shown in the above schedule in any one occurrence with a

certified appraisal.

Fire Department Charge

Pays the fire department charges assumed by contract prior to a covered loss; or

when required by local ordinance.

Charges are payable only when a fire department is called to save or protect real

property or personal property at a premises described in the Declarations.

No deductible.

Pays up to \$25,000 in any one occurrence.

Fire Extinguishing Recharge Costs

Will pay the cost to recharge fire extinguishing equipment at your premises regardless of whether the discharge was accidental or was the result of a covered

cause of loss.

No deductible.

Limited Fungus, Wet Rot, Dry Rot and Bacteria Protects against loss by fungus, wet rot, dry rot or bacteria arising out of occurrences of windstorm, hail, explosion, civil commotion, vehicles, aircraft, smoke, vandalism, sprinkler leakage, sinkhole collapse, volcanic action, falling objects, the weight of ice / snow / sleet, or water damage (and flood if optional flood coverage is purchased).

Pays up to \$25,000 total for all occurrences. Will not pay more than \$25,000 even if it continues to be present or active, or recurs, in a later policy period.

Newly Acquired Property Covers newly acquired buildings, buildings under construction, construction

materials and supplies and contents at newly acquired locations.

Up to 90 days or the end of the policy period.

Limits are \$1,000,000 for buildings and \$500,000 for contents.

Ordinance Coverage Applies to buildings on a replacement cost basis when damaged by a covered loss.

Coverage applies to any undamaged portion of your building caused by any law or ordinance that:

- Requires demolition of parts of your building not damaged
- Regulates the construction or repair of buildings or establishes zoning or land use requirements, and
- Is in force at the time of loss

Includes the cost to demolish and clear the site of the undamaged part of the property and the increased cost to repair, rebuild or construct the affected building.

The total paid for the undamaged portion is included within the building limit and does not increase that limit. The most we will pay for the cost to demolish the undamaged part of the property or the increased cost to repair or rebuild shall not exceed 100% of the amount paid for the initial physical loss or damage or \$1,000,000, whichever is greater.



PROPERTY - COVERAGE HIGHLIGHTS - continued

Outdoor Property

Covers fixed or permanent structures such as exterior signs, antennas, fences, benches, playground equipment, hydrants, dumpsters, electric utility power transmission and distribution lines, poles and related equipment owned by the insured not at scheduled premises, if you have building coverage with Glatfelter Public Entities.

Pays up to the limit shown in the above schedule in any one occurrence; optional limits may be available.

Personal Effects

Will pay the replacement cost for direct physical loss to property on your premises that belongs to you, your officers, managers, elected or appointed officials, employees, or volunteer workers.

Pays up to \$25,000 in any one occurrence.

Pollution Remediation Expenses

Applies on-premises only.

You have up to 180 days after the date of loss to notify us.

Pays up to \$25,000 in any policy period resulting from a covered cause of loss. Pays up to \$100,000 in any policy period resulting from a specified cause of loss.

No coverage for fungus, wet rot, dry rot, virus, bacteria or asbestos.

Preservation of Property

Pays for <u>any</u> direct physical loss or damage to real or personal property if it is necessary to move the property from a premises for the purpose of preserving it

from direct physical loss or damage by a covered cause of loss.

Coverage applies while it is being moved or while temporarily stored at another

location.

Loss or damage must occur within 90 days after the property is first moved.

Real or Personal Property in Transit or Off Premises Pays up to the limit shown in the above schedule in any one occurrence; optional limits may be available.

Coverage applies to covered real or personal property while in transit or temporarily off premises. Computer hardware is covered while off premises.

Software

Coverage for the cost of restoring, researching, replacing, or reproducing electronic data or the media on which it is stored and any resulting loss of income and extra expense.

Covered causes of loss include computer virus and intentional destruction by employee.

Applies on-premises or away from premises.

Pays up to the limit shown in the above schedule in any one occurrence; optional limits may be available.

Trees, Shrubs, Plants & Lawns

Covers against loss by fire, lightning, explosion, civil commotion, aircraft, vehicles and vandalism up to \$25,000 any one occurrence subject to a \$1,000 maximum for any single tree, plant or shrub.

Valuable Papers & Records

Coverage for the cost of restoring, researching, replacing, or reproducing your documents following a covered loss.

Applies on-premises or away from premises.

Pays up to the limit shown in the above schedule in any one occurrence; optional limits may be available.

Coverage deductible applies subject to a maximum of \$500.



PROPERTY - COVERAGE HIGHLIGHTS - continued

Arson, Theft or Vandalism Information Reward We will reimburse you for the payment of rewards that you actually incur which provide information related to arson fire, theft or vandalism, subject to certain conditions.

Pays up to \$25,000 per loss.

No deductible applies.

Lock Replacement

Covers the necessary expense you incur to replace locks, lock cylinders and keys, electronic or otherwise, after a covered theft of your covered property.

Pays up to \$25,000 per occurrence.

No deductible.

Spoilage due to Off Premises Electrical Service Interruption Covers damage and expense that are the result of an interruption of electrical power service to your premises. The interruption must result from direct physical loss or damage by a covered cause of loss to the off premises power supply equipment.

Coverage applies to:

- Physical damage to perishable goods due to spoilage;

- Physical damage to perishable goods due to contamination from the release of refrigerant, including but not limited to ammonia;

- Any necessary expenses you incur to reduce the amount of loss and does not exceed the amount of loss.

Pays up to \$50,000 in any one occurrence.

Water Contamination Notification Expense Coverage Pays all necessary printing, mailing and other expenses you incur when you are required by law or regulatory authority to notify your customers of actual or possible water contamination.

Pays up to \$25,000 in any one policy period.

No deductible.

Claim Expense

Covers the cost of your employees taking inventories and preparing statements of loss.

Pays up to \$20,000 in any one occurrence.

Coverage is not extended for any expenses billed by an independent or public adjuster to prepare claims.

Building Glass – Tenant Covers loss or damage to building glass if you are a tenant and have a contractual responsibility to insure the glass.

Damage to Building from Theft

Covers damage caused by theft or attempted theft to a building that you occupy, but do not own, and for which you have a contractual obligation.

Pays up to \$100,000 in any one occurrence.

Non-Owned
Detached Trailers

Covers non-owned trailers used in your business in your care, custody or control at the premises, and for which you have a contractual obligation.

Pays up to \$50,000 in any one occurrence.

Crisis Incident Response Coverage $Covers\ crisis\ response\ management\ expenses\ and\ post-crisis\ counseling\ services.$

Pays up to \$25,000 in any one crisis incident.

(Municipalities & Special Districts)

No deductible applies.

Coverage only applies to your operations that are not related to educational institutions.

CITY OF ELLIJAY



CRIME

Insurer: National Union Fire Insurance Company of Pittsburgh, Pa.

Coverage provides reimbursement for the loss of your money or other property on a loss sustained basis resulting from dishonest acts of your employees or volunteers. For governmental entities, Glatfelter Public Entities insures these employee theft exposures on the Government Crime form on a Per Employee or Per Loss basis. A Faithful Performance of Duty coverage extension is included if statutorily required. On the Commercial Crime form for non-governmental entities, Glatfelter Public Entities insures Employee Theft on a Per Loss basis. Other Crime coverages include Forgery or Alteration, Money & Securities, Computer and Funds Transfer Fraud, Money Orders and Counterfeit Paper Currency, and Fraudulent Impersonation.

Coverage does not apply to any public officials or employees whose positions require separate bonds such as a tax collector or treasurer. Those obligations are typically addressed by a surety bond and Glatfelter Public Entities coverage cannot be used to fulfill those requirements.

Government Crime

Insuring Agreement	<u>Limits of Insurance</u>		<u>Dedu</u>	ctible Amount
Employee Theft Includes Faithful Performance	\$250,000	per Loss	\$1,000	per Loss
Forgery or Alteration	\$250,000	per Occurrence	\$1,000	per Occurrence
Inside the Premises –	\$250,000	per Occurrence	\$1,000	per Occurrence
Theft of Money & Securities				
Inside the Premises – Robbery/Safe Burglary	\$100,000	per Occurrence	\$1,000	per Occurrence
Outside the Premises	\$250,000	per Occurrence	\$1.000	per Occurrence
Computer and Funds Transfer Fraud	\$250,000	per Occurrence	\$1,000	per Occurrence
Money Orders	\$250,000	per Occurrence	\$1,000	per Occurrence
Fraudulent Impersonation	\$250,000	per Occurrence	\$1,000	per Occurrence



INLAND MARINE

Insurer: National Union Fire Insurance Company of Pittsburgh, Pa.

This coverage contains the following three sections:

 Coverage A. Blanket Tools and Equipment protects you for direct physical loss or damage caused by or resulting from any covered cause of loss to your tools and equipment.

Tools and equipment means any portable equipment or tool, together with attached devices, accessories and trailers that are used in your operations. This covers tools or equipment, such as hand tools, power tools, mechanics tools, saws, maintenance or diagnostic equipment, generators, air compressors, materials handling equipment, outdoor portable seating, food service trailers not licensed for road use. It also includes mobile equipment such as bulldozers, backhoes, excavators and graders.

Note: If an item is scheduled under Coverage B. Scheduled Equipment, there is no coverage for such item under Coverage A Blanket Tools and Equipment or Coverage C Blanket Emergency Services Equipment.

A deductible applies to Blanket Tools and Equipment coverage.

- **Coverage B. Scheduled Equipment** protects for direct physical loss or damage caused by or resulting from any covered cause of loss to equipment owned by you that is specifically listed.
 - A deductible applies to each Scheduled Equipment item. The amount of the deductible(s) is indicated in the Coverage B Scheduled Equipment section below.
- Coverage C. Blanket Emergency Services Equipment protects for direct physical loss or damage caused by or resulting from any covered cause of loss to Blanket Emergency Services Equipment owned by you.

Emergency Services equipment means items such as portable law enforcement, firefighting, ambulance, rescue, and communications equipment, including trailers whose primary purpose is to transport covered Emergency Services equipment. It also includes firearms, radar speed timing units, training videos, manuals, and mannequins.

A deductible applies to Blanket Emergency Services Equipment coverage.



Inland Marine

<u>Coverage</u> <u>Limit</u> <u>Deductible</u>

Coverage A – Blanket Tools and Equipment: \$57,338 *

\$500

Coverage B – Scheduled Equipment: see schedule below

see schedule below

Coverage C – Blanket Emergency Services Equipment:

Guaranteed Replacement Cost

\$500

Coverage B – Scheduled Equipment

<u>Description</u> <u>Serial Number</u> <u>Limit</u> <u>Deductible</u> <u>Valuation</u>							
2003 NEW HOLLAND TRACTOR	B60088M	\$32,000	\$500	RC			
VERMEER WOOD CHIPPER	1VRU111A221002809	\$18,000	\$500	RC			
2021 KUBOTA ZERO TURN MOWER	10730	\$16,500	\$500	RC			

Rented or Borrowed Equipment Extension Limit

Any one occurrence:

\$100,000

Watercraft Extension Limit

Any one occurrence:

\$25,000

^{*} subject to a per item limit of \$10,000



INLAND MARINE – COVERAGE HIGHLIGHTS

The following apply unless noted otherwise in this proposal:

Debris Removal

Pays the expense you incur in removing debris of covered tools and equipment, emergency services equipment, or scheduled equipment after direct physical loss or damage caused by or resulting from any covered cause of loss.

Pays up to \$15,000 in any one occurrence.

Tools and Equipment Owned by Your **Employees**

Pays the replacement cost of tools and equipment used in the course of your operation belonging to your employees or volunteers.

No deductible applies.

Pays up to \$25,000 in any one occurrence (if no other coverage is available to the owner of the tools and equipment).

Law Enforcement Personal Effects

Emergency Services and Extends Blanket Emergency Services Equipment to pay the cost to replace personal effects belonging to emergency service or law enforcement employees or volunteers while away from your premises and en route to, performing, or returning from an emergency service or law enforcement duty.

> Pays up to the actual replacement cost, on a primary basis, for the lost or damaged personal effects in any one occurrence.

No deductible applies under this extension.

Rented or Borrowed Equipment

Coverage A and C: Extended to pay for Tools and Equipment and Emergency Services Equipment not owned by you, but that is temporarily in your possession; pays up to the lesser of the replacement cost of the item or \$10,000 in any one occurrence.

Coverage B Scheduled Equipment: Extended to pay not owned by you, but that is temporarily in your possession; the most paid in any one occurrence is the lesser of the actual cash value of the damaged equipment or \$100,000; higher limits are available.

\$1,000 deductible applies.

The coverage provided is primary.

Rental Reimbursement for Scheduled Equipment

Coverage B Scheduled Equipment: Extended to reimburse you for the expenses you incur to rent substitute equipment while your scheduled equipment is inoperable due to direct physical loss or damage caused by or resulting from a covered cause of loss.

A 72-hour waiting period applies.



INLAND MARINE - COVERAGE HIGHLIGHTS - continued

Unmanned Aircraft (Drones)

Pays to repair or replace your lost or damaged unmanned aircraft.

Coverage does not apply when the unmanned aircraft is:

- rented, leased or loaned to others without an operator who is your employee or volunteer
- used in any professional or organized racing, demolition or stunting activity. This includes practicing for such activity.

\$500 deductible applies.

Pays up to \$25,000 in any one occurrence.

Fire Department Charge Pays the fire department charges as a result of direct physical damage to your tools and equipment, scheduled equipment, or emergency service equipment due to a covered cause of loss.

No deductible.

Pays up to \$1,000 in any one occurrence.

Fire Extinguishing **Recharge Costs**

Will pay the cost to recharge fire extinguishing equipment at your premises regardless of whether the discharge was accidental or was the result of a covered cause of loss.

No deductible.

Newly Acquired Scheduled Equipment

Covers newly acquired Scheduled Equipment or similar to that listed in the respective schedules, for a period of 30 days from date of acquisition.

\$1,000 deductible applies.

Pays replacement cost not to exceed purchase price.

Deductible Waiver

If an Inland Marine claim involving Coverage A and/or Coverage C occurs in conjunction with a claim under a Glatfelter Public Entities Auto Physical Damage or Property coverage, only one deductible, the largest, will apply to all losses.



AUTO

Insurer: National Union Fire Insurance Company of Pittsburgh, Pa.

Coverage	<u>Symbols</u>	<u>Limits</u>
Combined Single Limit for Bodily Injury & Property Damage (each Accident):	1	\$1,000,000
"No Fault" or Statutory Personal Injury Protection:		Not Included
Medical Payments:	7	\$5,000
Uninsured Motorists:	2	\$100,000
Underinsured Motorists:	2	\$100,000
Physical Damage Comprehensive:	10	see schedule below
Physical Damage Collision:	10	see schedule below

Schedule of Vehicles

Vehicle <u>No.</u>	<u>Year</u>	<u>Make & Model</u>	<u>VIN</u>	<u>ACV</u>	<u>RC</u>	Agreed <u>Value</u>	Comp. <u>Ded.</u>	Coll. <u>Ded.</u>
1	2015	FORD POLICE INTERCEPTOR	1FAHP2MK1FG145818	Х			\$1,000	\$1,000
2	2003	FORD F350 DRW SUPER DUTY	1FDWF36S03EB29832	Х			\$1,000	\$1,000
3	1994	CHEVY BUCKET TRUCK	1GBKC34F3RJ107068	Х			\$1,000	\$1,000
4	2006	FORD F150	1FTRF14576KB38777	Х			\$1,000	\$1,000
5	2010	DODGE CHARGER LAW ENFORCEMENT	2B3AA4CV5AH248405	X			\$1,000	\$1,000
6	1991	E-1 PUMPER	46J7BAA8XM1003611			\$150,000	\$1,000	\$1,000
7	2006	SPARTAN AERIAL	4S7HU2D956C052631			\$429,993	\$1,000	\$1,000
8	2016	DODGE CHARGER LAW ENFORCEMENT	2C3CDXAT8GH199179	Х			\$1,000	\$1,000
9	2016	DODGE CHARGER LAW ENFORCEMENT	2C3CDXAT4GH199180	Х			\$1,000	\$1,000
10	2016	DODGE CHARGER LAW ENFORCEMENT	2C3CDXATBGH199181	Х			\$1,000	\$1,000
11	2013	HARLEY MOTORCYCLE	1HD1FHM17DB604139				N/A	N/A
12	2012	HARLEY MOTORCYCLE	1HD1FHM1XCB640180				N/A	N/A
13	2017	FORD F250	1FT7X2BT8HEC56737	Х			\$1,000	\$1,000
14	1996	FORD CROWN VICTORIA	2FALP71W9TX173015	Х			\$1,000	\$1,000
15	2017	DODGE CHARGER LAW ENFORCEMENT	2C3CDXAT9HH650864	Х			\$1,000	\$1,000
16	2017	DODGE CHARGER LAW ENFORCEMENT	2C3CDXAT7HH650863	Х			\$1,000	\$1,000
17	2001	FORD TRUCK	1FDNF21L21ED33017	Х			\$1,000	\$1,000
18	2010	FORD CROWN VICTORIA LAW ENFORCEMENT	2FABP7BV6AX121016	Х	····		\$1,000	\$1,000



Vehicle		$m_{1} = m_{2} + m_{3} + m_{4} + m_{3} + m_{4} + m_{4$			Agreed	Comp.	Coll.
<u>No.</u>	<u>Year</u>	Make & Model	A <mark>NIN</mark> AN ERRORE ERRORE	<u>ACV</u>	RC <u>Value</u>	<u>Ded.</u>	<u>Ded.</u>
19	2011	FORD CROWN VICTORIA LAW ENFORCEMENT	2FABP7BV1BX101936	Х		\$1,000	\$1,000
20	1996	SPARTAN SMEAL PUMPER	4S7AT9D05TC017615		\$75,000	\$1,000	\$1,000
21	2019	DODGE CHARGER LAW ENFORCEMENT	2C3CDXKTXKH617717	Х		\$1,000	\$1,000
22	2019	DODGE CHARGER LAW ENFORCEMENT	2C3CDXKT1KH743125	Х		\$1,000	\$1,000
23	2020	FORD EXPLORER LAW ENFORCEMENT	1FM5K8AC5LGC92548	Х		\$1,000	\$1,000
24	1985	FORD FMC PUMPER	1FDPC80K5FVA19477		\$5,000	\$1,000	\$1,000
25	2006	CHEVY SILVERADO	1GCEC19V96Z256496	Х		\$1,000	\$1,000
26	2022	FORD EXPLORER LAW ENFORCEMENT	1FM5K8AC0NGB45637	Х		\$1,000	\$1,000
27	2023	CHEVY TAHOE LAW ENFORCEMENT	1GNSKLED6PR241798	Х		\$1,000	\$1,000
28	2008	CHEVY SILVERADO	1GCHK29KX8E112588	Х		\$1,000	\$1,000
29	2023	DODGE CHARGER LAW ENFORCEMENT	2C3CDXAT8PH592129	Х		\$1,000	\$1,000
30	2025	FORD EXPLORER LAW ENFORCEMENT	1FM5K8ACXSGB13273	Х		\$1,000	\$1,000
31	2025	ROCK SOLID ENCLOSED CARGO TRAILER	7H2BE1229SD064665	Х		\$1,000	\$1,000



AUTO - COVERAGE HIGHLIGHTS

The following apply unless noted otherwise in this proposal:

Liability on "Any Auto" basis

Covers your liability for owned, hired or non-owned autos.

Temporary Substitute Vehicle Liability

Coverage is provided when a replacement vehicle is loaned to you while a

covered vehicle is temporarily out of service.

Coverage is on a primary basis.

Uninsured Motorist/ Underinsured Motorist Covers bodily injury (and property damage where required by law) sustained by an eligible party caused by a negligent uninsured/underinsured motorist per

state laws.

Hired Car Physical Damage Coverage for hired, borrowed or commandeered vehicles on an actual cash

value basis.

Coverage is primary.

Deductible Waiver

If an Auto Physical Damage claim occurs in conjunction with a claim under a

Glatfelter Public Entities Inland Marine or Property coverage, only one deductible, the largest, will apply to all losses.

Airbag Coverage

Covers loss caused by accidental discharge of an airbag.

Elected or Appointed
Officials – Commissions as
Insureds

Covers your elected or appointed officials while using a covered auto you do not own, hire or borrow, while performing duties related to the conduct of your business.

Covers commissions, authorities, boards or agencies, their commissioners, officers and members while using a covered auto you do not own, hire or borrow, but only while acting within the authority granted by you and only performing duties related to the conduct of your business.

Knowledge of Accident

Failure of any agent, volunteer worker or employee of the insured, other than an employee authorized by you to give or receive notice of an accident, claim, suit or loss, to notify us of any accident, shall not invalidate insurance afforded

by the policy.



GENERAL LIABILITY

Insurer: National Union Fire Insurance Company of Pittsburgh, Pa.

This coverage contains the following three sections:

- Coverage A. Bodily Injury and Property Damage Liability protects you when claims are made against you because of injury to others or damage to their property, unless caused by an auto.
- Coverage B. Personal and Advertising Injury Liability protects you when claims are made against you because of injury to others arising from offenses such as slander or violation of a person's privacy.
- **Coverage C. Medical Expense** pays medical expenses requested by you in writing for bodily injury caused by an accident on your premises or because of your operation. These expenses are payable even if the injury occurred through no fault of your own.

Coverage	<u>Limit</u>
Each Occurrence:	\$1,000,000
Damage to Premises Rented to You:	\$1,000,000
Medical Expense:	\$10,000
Personal and Advertising Injury:	\$1,000,000
General Aggregate:	\$3,000,000
Products – Completed Operations Aggregate:	\$3,000,000
Deductible:	\$0

Professional Health Care Liability

 Covers you for liability for the health care services provided by your nurses or other healthcare professionals, firefighting, emergency medical services or rescue squad units.



GENERAL LIABILITY - COVERAGE HIGHLIGHTS

The following apply unless noted otherwise in this proposal:

Defense Costs

Payable in addition to the Limits of Insurance.

Bodily Injury

Bodily Injury includes mental anguish, and mental injury, shock, fright or death

resulting from bodily injury, sickness or disease.

Contractual Liability

Covers you for the liability you agreed to assume of another party, either orally or

in writing, but not for the sole negligence of the other party.

The claim must be otherwise covered (not excluded).

Damage to Property of Persons Receiving Services Covers you for liability for a personal property loss suffered by a member of the public receiving services from you, provided the loss is caused by theft, physical damage or disappearance.

Subject to a \$100 deductible each occurrence.

Coverage is limited to firefighting, emergency medical services or rescue squad

units.

"Good Samaritan" Liability Covers volunteer members and employees for liability arising from actions on their own to render services at the scene of an emergency requiring immediate action.

Applies to professional health care or any other services.

To qualify as a "Good Samaritan", the individual must act independently of your

organization or any other organization.

Damage to Premises Rented to You (including Fire Damage Legal Liability) Covers you for liability for damages, due to "property damage" caused by "specified perils", to any one premises while rented to you or temporarily occupied by you with permission of the owner.

Unmanned Aircraft (Drones)

Covers you for unmanned aircraft owned, operated, rented or loaned to you.

Unmanned aircraft means an aircraft weighing 15 pounds or less that is not designed, manufactured or modified after manufacture to be controlled directly by a person from within or on the aircraft.

Unmanned aircraft includes equipment used with the unmanned aircraft, provided such equipment is attached to or essential for its operation.

Pollution Liability

Covers you for bodily injury or property damage arising out of a pollution incident resulting from any of the following:

- heat, smoke or fumes from a hostile fire
- escape of fuels or lubricants from mobile equipment
- escape or back-up of sewage or wastewater if property damage occurs away from land you own or lease
- storage and/or application of pesticides or herbicides



GENERAL LIABILITY- COVERAGE HIGHLIGHTS - continued

- potable water which you supply to others
- chemicals you use in your water or wastewater treatment
- chemicals you use or store in your classrooms and laboratories
- chemicals you apply, use or store for your ownership, maintenance or operation of swimming pools
- application, use or storage of road salt or similar substances designed and used for snow and ice removal from road and similar surfaces
- natural gas or propane gas used in your treatment process

All pollution incidents must be accidental, unintended and stopped as soon as possible.

Watercraft Liability

Covers you for bodily injury or property damage arising from your use of the following:

- non-owned boats (unless carrying persons or property for a charge)
- owned boats that are not powered by motors
- owned boats that are powered by motors of not more than 100 horsepower, and jet skis and wave runners regardless of horsepower

Failure to Supply Water

Coverage is included for failure to supply water and is not subject to the ISO sudden and accidental restriction.

Public Use of Property

No coverage is provided for claims arising out of the principles of eminent domain, including condemnation, adverse possession, and dedication by adverse use, or inverse condemnation.



LAW ENFORCEMENT ACTIVITY LIABILITY

Insurer: National Union Fire Insurance Company of Pittsburgh, Pa.

- This coverage protects you when claims are made against you for injury to others that arise from the operations you authorize in the course of law enforcement.
- Line of Duty Accidental Death provides reimbursement to the insured for a voluntary payment to the family
 or members of the household due to the accidental death of an insured whose death resulted in the direct
 participation of a law enforcement activity.

Law Enforcement Activity Liability

Each Law Enforcement Wrongful Act Limit: \$1,000,000
Aggregate Limit: \$3,000,000
Deductible: \$0

Law Enforcement Line of Duty Accidental Death

Limit of Insurance: \$50,000 per person



PUBLIC OFFICIALS AND MANAGEMENT LIABILITY

Insurer: National Union Fire Insurance Company of Pittsburgh, Pa.

This coverage contains the following sections:

- Coverage A. Liability for Monetary Damages protects you when claims are made against you for monetary
 damages arising out of a wrongful act, employment practices offense or employee benefits administration
 offense resulting from your operations. Coverage does not apply to bodily injury, property damage or
 personal and advertising injury, except when resulting from a covered employment practices offense.
- Coverage B. Defense Expense for Injunctive or Declaratory Relief reimburses reasonable defense expenses you incur to defend an injunctive or declaratory relief action arising out of a wrongful act, employment practices offense or employee benefit administration offense resulting from your operations.

Policy Type: Claims Made

Coverage	<u>Limit</u>	
Coverage A: Coverage A includes Employee Benefits Liability	\$1,000,000	Each Wrongful Act or Offense
- , , , ,	4	
Coverage B:	\$5,000	Each Action
Aggregate Limit:	\$3,000,000	Coverage A and B Combined
Coverage A Deductible:	\$0	
Retroactive Date:	None	Applies to Claims Made Coverage only



PUBLIC OFFICIALS AND MANAGEMENT LIABILITY - COVERAGE HIGHLIGHTS

The following apply unless noted otherwise in this proposal:

Defense Expense

The cost to defend you against covered claims is the responsibility of the company

and will not erode your liability limits.

Wrongful Acts

Coverage applies to any actual or alleged error, act, omission, neglect,

misfeasance, nonfeasance, or breach of duty, including violation of any civil rights

law, that results unexpectedly and unintentionally to others.

Employment Practices

Coverage applies to an actual or alleged improper employment related practice,

policy, act or omission involving an actual, prospective or former employee or

volunteer worker.

Includes violations of civil rights, wrongful termination, failure to hire and harassment, including sexual harassment. Harassment toward or from a third-

party involving an employee or volunteer is included.

Employee Benefits Liability

Coverage applies to acts, errors or omissions in counseling, interpreting, handling

records, or effecting enrollments in your employee benefit plans.

Public Use of Property

No coverage is provided for claims arising out of the principles of eminent domain,

including condemnation, adverse possession, dedication by adverse use, or

inverse condemnation.



PROPOSAL NOTES

Property

Note: Coverage is extended to provide up to an additional 25% of the applicable Limit of Insurance for covered real property and/or personal property. We will pay the reasonable and necessary amount to upgrade to green the covered damaged property as described in Non-LEED® Certified Coverage or as described in LEED® Certified Coverage, whichever is applicable. Coverage is limited up to \$2,000,000 per occurrence.

Note: Coverage for Markers, Tombstones and Headstones is limited to \$25,000 in any one occurrence.

Note: Ordinance coverage for water and wastewater systems shall be the lesser of \$500,000 or 100% of the amount paid for the initial direct physical loss or damage to that item.

Note: Flood coverage is not provided for the following locations: 5

<u>Crime</u>

Note: Exclusion for the payment of costs, fees or other expenses you incur is amended to provide Investigative Costs Expense Coverage. This exclusion does not apply to the first \$10,000 of the reasonable and necessary costs paid to a forensic accountant to determine the existence of such a loss if the forensic accountant was retained subsequent to a law enforcement inquiry or investigation related to a suspected loss.

Auto

Note: The Medical Payments limit of \$5,000 applies to the following vehicle(s):

Vehicle Number(s)

1,2,3,4,5,6,7,8,9,10,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31

Note: Automobile coverage is being provided on a Fleet Automatic basis. Fleet Automatic means that we will not endorse the policy during the policy period when vehicle additions or deletions take place. The insured is not required to report any midterm vehicle changes (additions or deletions) except for Emergency Service Organization (ESO) vehicles that are covered on an Agreed Value basis. The insured and broker must declare a value for ESO vehicles being added mid-term. An endorsement will not have to be processed but the request with the declared value must be kept on file in the event a claim occurs. In the event of a claim, we will apply the deductible that is assigned to the policy. If multiple deductibles apply, the highest deductible available and which is consistent with a similar vehicle type and age will be applied. Auto ID cards needed/required on midterm vehicle additions are the responsibility of the broker to generate and provide to the insured. The policy will not be audited; however, the insured will be required to report all previously unreported midterm vehicle changes prior to each policy renewal by providing a current vehicle schedule.

General

Note: The premiums quoted may include package discounts. If you should decide to buy some coverages but not others, your premiums may change.