



Proposal of Insurance

Racine Wastewater Commission

800 Center Street
Racine, WI 53403

Presentation Date: August 28, 2025

Arthur J Gallagher Risk Management Services, LLC
AJG License Nos. IL 100292093 / CA 0D69293



Gallagher

Insurance | Risk Management | Consulting

Racine Wastewater Commission

Proposal Summary

We appreciate the opportunity to quote your business insurance. This proposal is a summary of policy terms and conditions.

- We have been able to achieve our goal of a competitively priced program that protects your risk and exposures. We are recommending that you place your insurance program as shown below.

This proposal provides coverage highlights along with the attached carrier quotations for the following coverages:

- Executive Package

It is recommended that you consider purchasing coverage for the following, which are not included in your insurance program:

- Flood
- Cyber Liability

We are not aware of any changes in your exposures to loss, nor are we aware of any changes in your business operations that would necessitate additional coverage options. Please notify us immediately if you are planning any new business operations.

The values and schedules are per the expiring policy or the information you have previously provided. It is your responsibility to notify us of all necessary changes to your schedules

Information contained in this proposal is intended to provide a brief overview of coverages. It should be used for reference purposes only. It is not intended to provide a full list of policy exclusions, limitations, and conditions. The provided quotes should be reviewed for further details. Coverage afforded to you is subject to all terms, conditions, and exclusions of the bound and issued policies.

To Bind Coverage:

Please refer to the attachment document titled, "***Client Authorization to Bind Coverage***":

- Note any changes you desire to be made
- Place a check mark next to the coverage(s) you wish to accept
- Date and Sign
- Return prior to the effective date of coverage

Thank you for allowing Gallagher to service your insurance needs. We appreciate your business and look forward to working with you in the coming year. Please contact me if you have any questions.

Sincerely,

Toni Hanes

Toni Hanes, CLCS PCIA
Client Services Manager

Enclosure



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Your Gallagher Team

Your Gallagher team is a true partner. We have the expertise to understand your business and we're here to service and stay alongside you, every step of the way.

<i>Service Team</i>	<i>Role</i>	<i>Email</i>	<i>Phone</i>
Rich Stokluska Area Executive Vice President	Producer	Rich_Stokluska@ajg.com	(630) 285-4012 (p)
Toni Hanes, CLCS PCIA Client Services Manager II	Client Service Manager	Toni_Hanes@ajg.com	(630) 285-4105 (p)
Luke Stogsdill Client Service Manager I	Client Service Associate	Luke_Stogsdill@ajg.com	(847) 240-6650 (p)



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Premium Summary

The estimated program cost for the options are outlined in the following table:

Line of Coverage		Expiring	Renewal Option
		Atlantic Specialty Insurance Company	Atlantic Specialty Insurance Company
Executive Package	Premium	\$16,905.00	\$16,905.00
	Estimated Cost*	\$17,105.00	\$17,105.00
Total Cost		\$17,105.00	\$17,105.00

*Estimated Cost includes all taxes, fees, surcharges and TRIA premium (if applicable)

Premiums are due and payable as billed and may be financed, subject to acceptance by an approved finance company. Following acceptance, completion (and signature) of a premium finance agreement with the specified down payment is required. Note: Unless prohibited by law, Gallagher may earn compensation for this optional value-added service.

Gallagher is responsible for the placement of the following lines of coverage: Executive Package (Directors, Employment Practices Liability).

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.

Named Insured

Named Insured	Executive Package
Racine Wastewater Commission	X

Note: Any entity not named in this proposal may not be an insured entity. This may include affiliates, subsidiaries, LLCs, partnerships, and joint ventures.

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Market Review

We approached the following carriers in an effort to provide the most comprehensive and cost effective insurance program.

Line Of Coverage	Insurance Company ** (AM Best Rate/Financial Strength)	Market Response *	Admitted ***
Executive Package	Atlantic Specialty Insurance Company (A+ XV)	Recommended Quote	Admitted

*If shown as an indication, the actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

**Gallagher companies use AM Best rated insurers and the rating listed above was verified on the date the proposal document was created.

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A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. Best's Credit Ratings™ are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings™ and Guide to Best's Credit Ratings, visit the AM Best website at <http://www.ambest.com/ratings>.

***If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier, and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.



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Coverage Highlights

Executive Package

	Recommended Quote
Carrier Information	08/28/2025 – 08/28/2026
Carrier Information	Atlantic Specialty Insurance Company
Payment Plan	Premium is due and payable no later than forty five (45) days after the date of binding
Payment Method	Agency Annual Bill
Premium & Exposures	
Total D&O, EPL Premium	\$16,905.00
Terrorism – TRIA (Included)	\$0.00
Risk management Fee	\$2,837.00
Estimated Cost	\$19,742.00
Exposure	N/A
Auditable / Frequency	N/A
Core Management Liability - Claims Made Form Coverages	
Specify if Shared or Separate Limits	Separate Limits
Policy Aggregate Limit	\$2,000,000 (for all purchased Liability Coverage Sections combined)
D&O and Organization Liability (“D&O”):	\$1,000,000 Limit of Liability
<ul style="list-style-type: none"> Excess Benefit Transaction Excise Tax Sublimit 	\$100,000
<ul style="list-style-type: none"> Internal Revenue Code Violation Sublimit 	\$100,000
<ul style="list-style-type: none"> D&O Crisis Management Expenses Limit 	\$25,000
<ul style="list-style-type: none"> Antitrust Claim 	\$500,000
<ul style="list-style-type: none"> Privacy Breach Reimbursement Coverage Sublimit 	\$50,000
<ul style="list-style-type: none"> Public Officials D&O Amendatory Non-Monetary Defense Costs Sublimit 	\$250,000
Employment Practices Liability (including Third Party) (“EPL”):	\$1,000,000 Limit of Liability
<ul style="list-style-type: none"> Illegal Hiring or Harboring Sublimit 	\$50,000
<ul style="list-style-type: none"> Employment Crisis Management Expenses Limit 	\$25,000
<ul style="list-style-type: none"> Workplace Violence Reimbursement Coverage Sublimit 	\$250,000
<ul style="list-style-type: none"> Wage and Hour Claims Sublimit 	\$100,000
<ul style="list-style-type: none"> Biometric Information Privacy Sublimit 	\$50,000
<ul style="list-style-type: none"> Public Officials EPL Amendatory Non-Monetary Claim Defense Sublimit 	\$250,000
Policy Aggregate Sublimit For All E-Discovery Consultant Services	\$10,000 (for all purchased Liability Coverage Sections combined)
Duty to Defend and assign counsel	Yes
Form Type	Claims-Made.
Retroactive Date	N/A
Prior & Pending Litigation Date	08.28.2005 - D&O, EPL
Continuity Date	N/A
Definition of a Claim	
Refer To Policy Form	
Incident and Claim Reporting Provisions	
Refer To Policy Form	

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<p>Claims Made Disclaimer</p>	<p>Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within ([60]) days of the expiration date. The cost of this extended reporting period is [100]% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within ([12 Months]) of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions</p>
<p>Endorsements including but not limited to:</p>	
<p>Significant policy endorsements include, but are not limited to, those listed on the attached quote/policy form/endorsements.</p>	
<p>Exclusions including but not limited to:</p>	
<p>Significant policy exclusions include, but are not limited to, those listed on the attached quote/policy form/endorsements.</p>	
<p>Combined D&O, EPL Retention</p>	
<p>D&O and Organization Liability ("D&O"):</p>	
<ul style="list-style-type: none"> • Clause A 	<p>\$0</p>
<ul style="list-style-type: none"> • Clause B 	<p>\$25,000</p>
<ul style="list-style-type: none"> • Clause C 	<p>\$25,000</p>
<p>Separate Retention</p>	<p>\$25,000</p>
<p>Employment Practices Liability (including Third Party) ("EPL"):</p>	
<ul style="list-style-type: none"> • Clause A 	<p>\$25,000</p>
<ul style="list-style-type: none"> • Clause B 	<p>\$25,000</p>
<p>Defense Cost</p>	
<p>Defense Expenses Included In The Limits Of Liability</p>	



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Claims Reporting By Policy

Immediately report all claims. Each insurer requires notice of certain types of claims depending on the potential exposure or particular injury types. It is important to thoroughly review your policy to ensure you are reporting particular incidents and claims, based upon the insurer’s policy requirements.

If you are using a third party administrator (“TPA”), your TPA may or may not report claims to an insurer on your behalf. Although we will assist you where requested, it is important that you understand whether your TPA will be completing this notification.

Reporting Direct to Carrier [Only When Applicable]

Coverage(s): Executive Package	Immediately report claims directly to:
Insurer: Atlantic Specialty Insurance Company	Insurer/TPA Name: Atlantic Specialty Insurance Company
Policy Term: 08/28/2025 – 08/28/2026	Phone:
	Fax:
	Email: ClaimsUSA@intactinsurance.com
	Web:

Reporting to Gallagher or Assistance in Reporting

Coverage(s): Executive Package	Immediately report claims directly to:
Gallagher Claim Center	Phone: 855-497-0578
Policy Term: 08/28/2025 – 08/28/2026	Fax: 225-663-3224
	Email: ggb.nrcclaimscenter@ajg.com



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Proposal Disclosures

The following disclosures are hereby made a part of this proposal. Please review these disclosures prior to signing the Client Authorization to Bind or e-mail confirmation.

Proposal Disclaimer

IMPORTANT: The proposal and/or any executive summaries outline certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. The insurance policies themselves must be read to fully understand the terms, coverages, Exclusions including but not limited to:, limitations and/or conditions of the actual policy contract of insurance. Policy forms will be made available upon request. We make no warranties with respect to policy limits or coverage considerations of the carrier.

Compensation Disclosure

1. Gallagher Companies are primarily compensated from the usual and customary commissions, fees or, where permitted, a combination of both, for brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which may vary based on market conditions and the insurance product placed for the client.
2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies that provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. If you do not wish to have your commercial insurance placement included in consideration for additional compensation, contact your producer or service team for an Opt-out form.
3. Gallagher Companies may receive investment income on fiduciary funds temporarily held by them, or from obtaining or generating premium finance quotes, unless prohibited by law.
4. Gallagher Companies may also access or have an ownership interest in other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace some of which may earn and retain customary brokerage commission and fees for their work.

If you have specific questions about any compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

TRIA/TRIPRA Disclaimer

If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a \$100 billion cap on insurers' aggregate liability.

TRIPRA is set to expire on December 31, 2027. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2027. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate ""Stand Alone"" terrorism policy be purchased to satisfy those obligations.

Property Estimator Disclaimer

These property values were obtained using a desktop Property Estimator software operated by non-appraisal professionals. These property values represent general estimates which are not to be considered a certified appraisal. These property values include generalities and assumptions that may produce inaccurate values for specific structures.



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Terms and Conditions

It is important that we clearly outline the nature of our mutual relationship. The following terms and conditions (these “Terms”) govern your relationship with Gallagher unless you have separately entered into a written services agreement with Gallagher relative to the policies and services outlined in this Proposal, in which case that services agreement will govern and control with respect to any conflicts with these Terms. These Terms will become effective upon your execution of the Client Authorization to Bind Coverage (the “CAB”) included in this Proposal and shall survive for the duration of your relationship with Gallagher relative to the policies placed pursuant to the CAB or otherwise at your request.

Services

Gallagher will represent and assist you in all discussions and transactions with insurance companies relating to the lines of insurance coverage set forth in the CAB and any other lines of insurance coverage with which you request Gallagher’s assistance. Gallagher will consult with you regarding any matters involving these or other coverages for which you have engaged Gallagher. You have the sole discretion for approving any insurance policies placed, as well as all other material decisions involving your risk management, risk transfer and/or loss prevention needs.

Although you are responsible for notifying applicable insurance companies directly in connection with any claims, demands, suits, notices of potential claims or any other matters as required by the terms and conditions of your policies, Gallagher will assist you in determining applicable claim reporting requirements.

Treatment of Information

Gallagher understands the need to protect the confidentiality and security of your confidential and sensitive information and strives to comply with applicable data privacy and security laws. Your confidential and sensitive information will be protected by Gallagher and only used to perform services for you; provided that Gallagher may disclose and transfer your information to our affiliates, agents or vendors that have a need to know such information in connection with the provision of such services (including insurance markets, as necessary, for marketing, quoting, placing and/or servicing insurance coverages). We may also disclose such information as required by applicable data protection laws or the order of any court or tribunal, subject to our providing you with prior notice as permitted by law.

We will (i) implement appropriate administrative, physical and technical safeguards to protect personal information; (ii) timely report security incidents involving personal information to affected parties and/or regulatory bodies; (iii) create and maintain required policies and procedures; and (iv) comply with data subjects’ rights, as applicable. To the extent applicable under associated data protection laws, you are a “business” or “controller” and Gallagher is a “service provider” or “data processor.” You will ensure that any information provided to Gallagher has been provided with any required notices and that you have obtained all required consents, if any and where required, or are otherwise authorized to transfer all information to Gallagher and enable Gallagher to process the information for the purposes described in this Proposal and as set forth in Gallagher’s Privacy Policy located at <https://www.ajg.com/privacy-policy/>. Gallagher may update its Privacy Policy from time to time and any updates will be posted to such site.

Dispute Resolution

Gallagher does not expect that it will ever have a formal dispute with any of its clients. However, in the event that one should arise, we should each strive to achieve a fair, expedient and efficient resolution and we’d like to clearly outline the resolution process.

- A. If the parties have a dispute regarding Gallagher’s services or the relationship governed by this Proposal (“**Dispute**”), each party agrees to resolve that Dispute by mediation. If mediation fails to resolve the Dispute, you and Gallagher agree to binding arbitration. Each party waives all rights to commence litigation in court to resolve a Dispute, and specifically waives all rights to pursue relief by class action or mass action in court or through arbitration. However, the parties do not waive the ability to seek a court order of injunction in aid of the mediation and arbitration required by these Terms.
- B. The party asserting a Dispute must provide a written notice (“**Notice**”) of the claim to the other party and to the American Arbitration Association (“**AAA**”) in accordance with its Commercial Arbitration Rules and Mediation Procedures. All Dispute resolutions will take place in Chicago, IL, unless you and Gallagher agree to another location. The parties will equally divide all costs of the mediation and arbitration proceedings and will each pay their own attorneys’ fees. All matters will be before a neutral, impartial and disinterested mediator or arbitrator(s) that have at least 20 years’ experience in commercial and insurance coverage disputes.
- C. Mediation will occur within sixty (60) days of filing the Notice with the AAA. Mediation results will be reduced to a memorandum of understanding signed by you, Gallagher and the mediator. A Dispute that is not resolved in mediation



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will commence to binding arbitration. For Disputes in excess of \$500,000, either party may elect to have the Dispute heard by a panel of three (3) arbitrators. The award of the arbitrator(s) must be accompanied by a reasoned opinion prepared and signed by the arbitrator(s). Except as may be required by law, neither you, Gallagher, nor a mediator or arbitrator may disclose the existence, content or results of any Dispute or its dispute resolution proceeding without the prior written consent of both you and Gallagher.

Electronic Delivery

In lieu of receiving documents in paper format, you agree, to the fullest extent permitted by law, to accept electronic delivery of any documents that Gallagher may be required to deliver to you (including, but not limited to, insurance policies and endorsements, account statements and all other agreements, forms and communications) in connection with services provided by Gallagher. Electronic delivery of a document to you may be made via electronic mail or by other electronic means, including posting documents to a secure website.

Miscellaneous Terms

Gallagher is engaged to perform services as an independent contractor and not as your employee or agent, and Gallagher will not be operating in a fiduciary capacity.

Where applicable, insurance coverage placements and other services may require the payment of federal excise taxes, surplus lines taxes, stamping or other fees to the Internal Revenue Service, various State(s) departments of revenue, state regulators, boards or associations. In such cases, you will be responsible for the payment of the taxes and/or fees, which Gallagher will separately identify on related invoices.

The Proposal and these Terms are governed by the laws of the State of Illinois, without regard to its conflict of law rules.

If an arbitrator/court of competent jurisdiction determines that any provision of these Terms is void or unenforceable, that provision will be severed, and the arbitrator/court will replace it with a valid and enforceable provision that most closely approximates the original intent, and the remainder of these Terms will remain in effect.

Except to the extent in conflict with a services agreement that you may enter into with Gallagher, these Terms and the remainder of the Proposal constitute the entire agreement between you and Gallagher with respect to the subject matter of the Proposal, and supersede all prior negotiations, agreements and understandings as to such matters.



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Compensation Disclosure Schedule

Client Name: Racine Wastewater Commission

Coverage(s)	Carrier Name(s)	Wholesaler, MGA, Or Intermediary Name ¹	Est. Annual Premium ²	Gallagher U.S. Owned Wholesaler, MGA, Or Intermediary % And/or Fee
Executive Package	Atlantic Specialty Insurance Company	RPS Binding	\$16,905.00	%

¹ We were able to obtain more advantageous terms and conditions for you through an intermediary/ wholesaler.

² If the premium is shown as an indication: The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

* A verbal quotation was received from this carrier. We are awaiting a quotation in writing.

Note: When placing business with insurance companies, Gallagher Companies receive commission based on negotiated contractual terms with those carriers. The commission rate is a percentage of the premium excluding taxes and fees. Major lines of coverage, and their typical range of commissions are listed below. If you wish to receive more details on actual compensation paid to Gallagher Companies, please contact your Gallagher representative.

- **Accident & Health: 15-25%**
- **Aviation: 14-15%**
- **All other Commercial: 10-20%**
- **Bonds/Surety: 30-35%**
- **Builders Risk; 15-18%**
- **Casualty: 14-15%**
- **Commercial Auto: 12.5-15%**
- **Inland Marine: 20-22.5%**
- **Ocean Marine: 15-17.5%**
- **Package / Business Owners Package: 15-16.8%**
- **Professional Liability: 12-16.5%**
- **Property: 15-22%**
- **Workers' Compensation: 8-11%**

Compensation to Gallagher may also be disclosed in a Client Services Agreement or Consulting Services Agreement.

Include if applicable: Gallagher Companies receive additional compensation from the carrier for services performed on behalf of the carrier which would normally be considered part of the carrier's operating expenses. These services include but are not limited to underwriting, rating and policy issuance.



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Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 08/28/25, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

	Coverage/Carrier
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Executive Package Atlantic Specialty Insurance Company

*For this coverage, TRIA cannot be rejected

Additional Recommended Coverages

Gallagher recommends that you purchase the following additional coverages for which you have exposure. By checking the box(es) below, you are requesting that Gallagher provide you with a Proposal for this coverage. By not requesting a Proposal for this coverage, you assume the risk of any uncovered loss.

- Cyber Liability
- Flood

The above coverage(s) does not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those listed in the Additional Recommended Coverages, please list below:

Other Services to Consider

- Yes No - CORE360™ STEP
- Yes No – eRiskHub

Coverage Amendments and Notes:

Fee Agreement: *In lieu of or In addition to* commission received by Gallagher for the policy term reflected herein, effective: **8/28/2025** Gallagher will receive a fee of: **\$2,940.00** for:

- Placement of Insurance Coverage

This fee IS NOT refundable, is fully earned by signing below, and is due and payable within thirty (30) days of such signing. Any placements that require the payment of additional state or federal taxes and/or fees are the client's responsibility.

By accepting this fee agreement, you agree and understand that it reflects services to be provided that have been discussed with and fully disclosed to you, and the above fee is consistent with your understanding. This agreement and any disputes that arise out of this fee agreement shall be governed by the laws of the state of Illinois.

Exposures and Values

You confirm the payroll, values, schedules, and any other information pertaining to your operations, and submitted to the underwriters, were compiled from information provided by you. If no updates were provided to Gallagher, the values,

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exposures and operations used were based on the expiring policies. You acknowledge it is your responsibility to notify Gallagher of any material change in your operations or exposures.

Additional Terms and Disclosures

Gallagher is not an expert in all aspects of your business. Gallagher's Proposals for insurance are based upon the information concerning your business that was provided to Gallagher by you. Gallagher expects the information you provide is true, correct and complete in all material respects. Gallagher assumes no responsibility to independently investigate the risks that may be facing your business, but rather have relied upon the information you provide to Gallagher in making our insurance Proposals.

Gallagher's liability to you arising from any of Gallagher's acts or omissions will not exceed \$20 million in the aggregate. The parties each will only be liable for actual damages incurred by the other party, and will not be liable for any indirect, special, exemplary, consequential, reliance or punitive damages. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with the Proposal, any of Gallagher's services or your relationship with Gallagher may be brought by either party any later than two (2) years after the accrual of the claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>.

You have read, understand and agree that the information contained in the Proposal and all documents attached to and incorporated into the Proposal, is correct and has been disclosed to you prior to authorizing Gallagher to bind coverage and/or provide services to you. By signing below, or authorizing Gallagher to bind your insurance coverage through email when allowed, you acknowledge you have reviewed and agree with terms, conditions and disclosures contained in the Proposal.

By: _____
Print Name (Specify Title)

Named Insured

Signature

Date: _____



management liability

Quote

intactspecialty.com/management-liability

05.05.2025

Not-For-Profit Organization Management Liability - Primary

Broker

Diana Lappano
Risk Placement Services, Inc.
1315 19th Ave NW
Clinton, IA 52732

Applicant

Racine Wastewater Commission
800 Center St. Room 227
Racine, WI 53403
Renewal of Policy # MML36129-0824

Intact Insurance is pleased to provide the following Not-For-Profit Organization Management Liability quotation to you.

Policy Period	08.28.2025 to 08.28.2026
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Policy Aggregate Limit	\$2,000,000 (for all purchased Liability Coverage Sections combined)
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Liability Coverage Section	Separate Limit of Liability	Shared Limit of Liability	Retention	P&P Litigation Date
D&O and Organization Liability ("D&O")	\$1,000,000	N/A Shared with: N/A	Clause A: \$0 Clause B: \$25,000 Clause C: \$25,000	08.28.2005
Employment Practices Liability (including Third Party) ("EPL")	\$1,000,000	N/A Shared with: N/A	Clause A: \$25,000 Clause B: \$25,000	08.28.2005 08.28.2005

Total Premium Charged for all Coverages:	\$16,905
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Premium is due and payable no later than forty five (45) days after the date of binding
Failure to pay the premium in full may result in cancellation of coverage

D&O Other Specific Limits	Limits		
Additional Limit of Liability Dedicated for Executives	Not Covered		
Excess Benefit Transaction Excise Tax Sublimit	\$100,000		
Internal Revenue Code Violation Sublimit	\$100,000		
Stakeholder Derivative Demand Sublimit	Not Covered		
D&O Crisis Management Expenses Limit	\$25,000		
	Limits	Separate Retention	Coinsurance
Antitrust Claim	\$500,000	\$25,000	0%
EPL Other Specific Limits	Limits		
Illegal Hiring or Harboring Sublimit	\$50,000		
Employment Crisis Management Expenses Limit	\$25,000		
Policy Aggregate Sublimit For All E-Discovery Consultant Services: \$10,000 (for all purchased Liability Coverage Sections combined)			
Additional Aggregate Limit For Defense Expenses: Not Covered			
Type of Claim Defense: Duty to Defend			

Policy Forms and Endorsements

		Section(s)
MPF-20001-08-22	Not-for-Profit Organization Management Liability Policy General Terms and Conditions Section	GTC
MPF-20001-DO-06-18	Not-for-Profit Organization Management Liability Policy Directors, Officers & Organization Liability Coverage Section	D&O
MPF-20001-EPL-06-18	Not-for-Profit Organization Management Liability Policy Employment Practices Liability Coverage Section	EPL
MPE-000WI-06-18	Wisconsin Amendatory	GTC
MPE-00024-09-10	State Amendatory Inconsistency	GTC
MPE-030WI-06-18	Wisconsin Amendatory	D&O
MPE-03030A-06-18	Cap on Losses from Certified Acts of Terrorism	D&O
MPE-03057-06-18	Privacy Breach Reimbursement Coverage Sublimit: \$50,000	D&O
MPE-23048-10-22	Public Officials D&O Amendatory Non-Monetary Defense Costs Sublimit: \$250,000	D&O
MPE-040WI-06-18	Wisconsin Amendatory	EPL
MPE-04019-09-10	Workplace Violence Reimbursement Coverage Sublimit: \$250,000	EPL
MPE-04020E-05-19	Wage and Hour Claims Sublimit \$100,000	EPL
MPE-04041-06-20	Biometric Information Privacy Sublimit \$50,000	EPL
MPE-24011-06-18	Public Officials EPL Amendatory Non-Monetary Claim Defense Sublimit: \$250,000	EPL

Insurance Company

Atlantic Specialty Insurance Company
This is an Admitted Policy.

A.M. Best Rating:	A+ (Superior)
Quote Expiration Date	08.28.2025
Conditions	<p>This quote is subject to Intact Insurance's receipt, review and acceptance of the outstanding conditions noted below prior to binding. The underwriter may elect at its discretion to accept an order to bind subject to receipt of such outstanding conditions within a specified timeframe.</p> <ul style="list-style-type: none"> • None at this time
Extended Reporting Period (ERP)	<p>ERP Option(s) are as follows:</p> <ul style="list-style-type: none"> • 12 months at 100% of Full Annual Premium
Commission	<p>20.00%</p> <p>It is the general practice of Intact Insurance to show the following commission related legend (with an "X" in the appropriate space) on our quote and binder letters.</p> <p><input checked="" type="checkbox"/> Gross Premium The Underwriter will pay a percentage of the premium shown above as brokerage commission. The Underwriter does not pay contingent or deferred commissions. Consult your broker for information concerning commission.</p> <p><input type="checkbox"/> Net Premium The premium shown above is net, and the Underwriter will pay no brokerage commission of any kind thereon.</p>
General	<p>The coverage descriptions contained in this quotation(s) are for summary purposes only. Please read the policy for complete coverage information.</p>

Intact Insurance Specialty Solutions is the marketing brand for the insurance company subsidiaries of Intact Insurance Group USA LLC, a member of Intact Financial Corporation (TSX: IFC), the largest provider of property and casualty insurance in Canada and a leading specialty insurance carrier in North America. The insurance company subsidiaries of Intact Insurance Group USA LLC include Atlantic Specialty Insurance Company, a New York insurer, Homeland Insurance Company of New York, a New York insurer, Homeland Insurance Company of Delaware, a Delaware insurer, OBI America Insurance Company, a Pennsylvania insurer, and OBI National Insurance Company, a Pennsylvania insurer. Each of these insurers maintains its principal place of business at 605 Highway 169 N, Plymouth, MN 55441.

Supplemental Information

Employment Practices Risk Management Services:

In partnership with Jackson Lewis P.C., a national law firm providing workplace law representation to management, Intact Insurance is pleased to provide the Prevent & Protect Portal to provide risk management solutions for our policyholders. The Portal includes a comprehensive package of risk management products and services thoughtfully designed to help you manage your workforce and reduce potential exposure on employment-related liability. Because it is designed by Jackson Lewis attorneys, your Portal will contain the latest information pertaining to workplace law topics.

Training and resource materials include:

- Interactive maps to update employers on key state laws
- Sample Human Resource policies and Employee Handbook
- An easily searchable, regularly updated library of over 2,500 articles on a wide range of labor and employment topics
- Labor and employment library of podcasts and webinars, plus access to more than 20 labor and employment blogs
- General information on issues such as wage-hour, leaves of absences, background checks, drug testing and more
- Employment practices checklists to assist in evaluating the approach to important employment issues, such as issues to consider prior to terminating an employee

Policyholders also gain access to additional resources including:

- A "1-800" Helpline
- Interactive executive, manager and employee training via GoToMeeting on a mutually agreed topic
- Special webinars on current topics, and new developments in labor and employment law
- Discounted rates to assist with the development of preventive practices, preparing employee handbooks and training supervisors

Insured Name and Address:

Racine Wastewater Commission
800 Center St. Room 227
Racine, WI 53403

Quote Number: 4141857-1

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act (the Act), as amended, your policy will provide insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80%, BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM TO BE CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

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

There is no premium charge for coverage for losses caused by acts of terrorism, as defined in the Act. Since coverage for acts of terrorism, as defined in the Act, is being provided in your policy you do not need to take any action with respect to this notice.