Southwater Municipal Utility Authority

451 State St. Algonac, MI. 48001

Regular Meeting
Agenda
Tuesday, November 18, 2025
9:00 a.m.

1) Meeting Called to Order
2) Roll Call
3) Pledge of Allegiance
4) Public Comment
5) Approve Minutes
    a) Regular Meeting – October 16, 2025
6) New Business
    a) Approve Robert Wagner's Training
    b) Approve Property, Liability and Cyber Security Insurance
    c) Receive and File Monthly Department Report
    d) Receive and File All 3 Communities Resolutions
7) Accounts Payable
8) Board Comments
9) Adjournment

***** Next Meeting: December 16, 2025 *****

This notice is posted in compliance with PA267 of 1976 as amended (Open Meetings Act), MCLA 41.72a (2) (3) and the Americans with Disabilities Act.
Individuals with disabilities requiring auxiliary aids or services should contact the SMUA Secretary at P.O. Box 454, Algonac, Michigan 48001 or (810) 794-9361 x8.

Southwater Municipal Utility Authority

Regular Meeting
Minutes
Tuesday, October 21, 2025
9:00 a.m.

7085 Meldrum Rd. Fair Haven, MI 48001

Meeting Called to Order
Chair Jon DeBoyer called the meeting to order at 9:02 am.

Roll Call
Present: Jon DeBoyer; Clay Twp Trustee, Jim Endres; Ira Twp Supervisor and Alysia Bugg; City of Algonac's Treasurer
Others Present: Clay Twp's Water/Sewer Super; Lance Surdey, Ira Twp's DPS Superintendent; Chris Hiltunen and WWTP Supervisor; Brian Roy.

Pledge of Allegiance

Public Comment
No public comment.

Presentation

a) Plant Improvements Design and Bidding Phase by Fishbeck.

Approve Minutes
Motion by, Alysia Bugg supported by Jim Enders to approve the minutes from September 16, 2025.

Motion carried.

New Business
a) Approve the intent to apply for CWSRF.
Motion by, Alysia Bugg, supported by Jim Enders to approve applying for the Clean Water State Revolving Fund (CWSRF). The engineering firm Fishbeck is authorized to prepare and submit the application on behalf of the Southwater Municipal Utility Authority (SMUA), and Chair Jon Deboyer is authorized to sign the application and related documents.

Motion carried.

b) Approve the attached letter of understanding adjusting the entry level wage for SMUA operators.
Motioned by Jim Enders, supported by Jon DeBoyer to approve the attached letter of understanding adjusting the entry level wage for SMUA operators as presented.

Motion carried.

c) Receive and File Monthly Department Report
No Motion Needed.

Accounts Payable
Motion by Jim Enders, supported by Jon DeBoyer to approve accounts payable in the amount of **$53,838.67.**

Roll Call:
Ayes: Clay; Jon DeBoyer, Ira; Jim Endres and Algonac; Alysia Bugg
Nays: None

Motion carried.

Board Comments

Jim Endres: As a response to Alysia email a few days ago. I think it's too late to go out for bid on the insurance but would like to for next year.

Alysia: Just wanted to let everyone know the audit is still being worked on. I have been having a hard time getting in touch with Paul. He was sick then on vacation. A lot of stuff from the county wasn't transferred over correctly.

Jon: Thank you Bev and Tonya for coming tonight. I ask that Brian and Dan come to the next Clay meeting to help us better understand the sewer bond for capital projects to come.

Adjournment

Motion by Jon DeBoyer supported by Jim Enders to adjourn the meeting at 9:48 a.m.

Motion carried.

Respectfully submitted by Alysia Bugg, Secretary

Motion by __________ Support by ________ to approve October 21, 2025 minutes on this day ____________________.

Item No: 6a
Meeting: 11.18.2025

Southwater Municipal Utility Authority

Agenda Statement

Item Title: **To Approve Robert Wagner's Training.**

Submitted by: Brian Roy; Plant Supervisor

Summary

Robert Wagner would like to take training for the Treatment Plants, Instrumentation and Utility Management, Voume 3 by the Sacramento State Water Program.

The cost of this course is $40.00.

Suggested Action:

MOVED BY: **SUPPORTED BY:**

RESOLVED, to approve Robert Wagner's training to take the Treatment plants, Instrumentation and Utility Management, Voume 3 course by the Sacramento State Water Program. At the price of $40.00.

APPROVED/Denied

Southwater Municipal Utility Authority

Request for Approval

Seminar/Conference/Social Event to be attended and Location:

Sacramento State Water Program:
Instrumentation and Utility Management, Volume 3 Enrollment

Dates of Event:

At Home Course: Completion date due March 2026

Personnel Attending/ Title:

Robert Wagner, Operator C

Estimated Cost:

Total Course enrollment, $40.00

Dues/Organization:

Notes regarding request:

Sacramento State is an EGLE recognized program used as CEC's for Wastewater Operators.
This is the final course Robert needs to satisfy EGLE's requirements to become eligible to write the "B" wastewater exam.

Authorized by: ______________________
Department Head

Approved by: ______________________
Chairman

Date: ______________________

OWP will be closed on Tuesday, November 11, 2025, in observance of Veterans Day.

Checkout - Order Summary

1 Shopping Cart (/cart) 2 Contact Info (/checkout) 3 Shipping (/checkout/checkout2) 4 Order Summary › 5 Order Confirmation

Your transaction is NOT complete

Edit Cart (/cart/)

Product Name	Quantity	List Price	Subtotal
Instrumentation and Utility Management, Volume 3 Enrollment	1	$ 40.00	$ 40.00

Subtotal	40.00 USD
Total	40.00 USD

Your Contact Information

Rob Wagner noahsarx@yahoo.com

Shipping & Billing Addresses edit (/checkout)

Billing
ATTN: ROB WAGNER
9370 ELM STREET
ALGONAC MI 48001
(586) 556-1767

This will appear on your credit card statement as: **PAYPAL OWPSACSTATE**

Choose a way to pay

Card

PayPal

Submit Payment

Customer Service:

Phone (916) 278-6142

Hours (M–F 8:00 am–12:00 pm, 12:30 pm–4:00 pm Pacific Time)

wateroffice@owp.csus.edu (mailto:wateroffice@owp.csus.edu)

Contact Us (/about/contact/)

Return Policy (/pdf/return-policy.pdf)

Office of Water Programs
3020 State University Drive
Modoc Hall Suite 1001
Sacramento, CA 95819
Phone: (916) 278-6142
Fax: (916) 278-5959
Email: wateroffice@owp.csus.edu (mailto:wateroffice@owp.csus.edu)

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Return Policy (/pdf/return-policy.pdf)
Careers (/about/careers/)
FAQ (/faq/)

f

(https://www.facebook.com/OfficeofWaterPrograms)

in

(https://www.linkedin.com/company/office-of-water-programs)

(https://www.instagram.com/waterprograms/)

Item No: 6b
Meeting: 11.18.2025

Southwater Municipal Utility Authority

Agenda Statement

Item Title: To approve Annual Property & Liability Insurance plus Cyber Security for $50,627.00.

Summary

Attached is the property and liability insurance renewal proposal presented by Nickel & Saph, Inc. from Glatfelter Public Entities in the amount of $48,777.

The policy period is December 30, 2025 – December 30, 2026.

Please note Glatfelter no longer offers cyber security insurance. Nickel & Saph was able to provide us with some quotes. Cyber Security will be an addition of $1850.

Suggested Action:

MOVED BY: **SUPPORTED BY:**

RESOLVED, to approve the annual property and liability insurance in the amount of $48,777 plus cyber security in the amount of $1,850 for the period December 30, 2025 – December 30, 2026, presented by Nickel & Saph, Inc. whose address is PO Box 46907, Mount Clemens, MI 48046-6907, and direct the Chair to sign the Agreement on behalf of the Authority.

APPROVED/Denied

NICKEL & SAPH, INC.

INSURANCE SINCE 1929

MAILING ADDRESS:

P.O. BOX 46907
MT. CLEMENS, MI 48046-6907

OFFICE ADDRESS:

44 MACOMB PLACE
MT. CLEMENS, MI 48043
(586) 463-4573 • (810) 765-8887
1-800-657-7373 • FAX: (586) 463-3135
www.nickelsaph.com

November 3, 2025

Mrs. Alysia Bugg
Southwater Municipal Utility Authority
451 State Street
Algonac, MI. 48001

Re: Glatfelter Property and Liability Insurance Renewal

Dear Mrs. Bugg:

We are pleased to present our renewal for coverages by Glatfelter Public Entities. The affording carrier proposed through Glatfelter is National Union Fire Insurance Company of Pittsburgh, PA and has an A.M. Best rating of A XV, Stable. National Union Fire Insurance Company of Pittsburgh is an admitted carrier in the State of Michigan. This division specializes in providing risk management solutions only to public entities. Glatfelter writes products for all of the United States, so they create and tailor specialized products depending on what each State needs. Cyber Liability insurance is provided by State National Insurance Company Inc. is an Admitted carrier and has an A.M. Best rating of A, Pooled.

The annual proposed premium for the 2025-2026 fiscal year is **$48,777**. Terrorism coverage is included for both foreign and domestic terrorist acts. Last years premium was $45,581. The increase this year is $3,196 or 7,01%.

Please note the following regarding the Glatfelter Proposal:

1. Who is covered: all elected, appointed, employed or volunteer acting on the behalf of the named insured within the scope of their duties.
2. All liability coverages are written on an Occurrence Basis and have a zero-dollar deductible. The liability coverages for SWMUA are General Liability, Public Officials Liability, Employment Practice Liability and Automobile Liability.
3. As an enhancement, Glatfelter Excess Liability Coverage provides separate limits per occurrence and aggregate over the following: General Liability, Public Officials' Liability and Employment Practices Liability, and Automobile Liability. Total Limits per line of liability coverage are $3,000,000 per occurrence and $5,000,000 in the annual aggregate. There is no aggregate limit applicable to the underlying Automobile Liability.
4. Full Sewer back-up limits are applied to the General Liability limit. The overall coverage for this is $3,000,000 per occurrence and $5,000,000 aggregate per policy period.
5. Property coverage is written with 100% Blanket Limit of Insurance. That limit is $19,898,082.

6. Glatfelter will allow you to choose the corporation council of your liking as long as they get vetted by Glatfelter as soon as possible after securing coverage with them.

The servicing address for all policy and claims related issues will continue to be 44 Macomb Place, Mount Clemens, MI 48043 (our agency's office). The premium includes all claim services, loss prevention, and safety inspections.

Enclosed, please find a detailed copy of the Glatfelter's proposal and our Cyber Liability coverage through CFC. I would be pleased to meet with yourself or any other member of the authority's administration to answer any questions. Thank you!

Sincerely,

John N. Johnson
Agent, CIC, CRM

SOUTHWATER MUNICIPAL UTILITY AUTHORITY

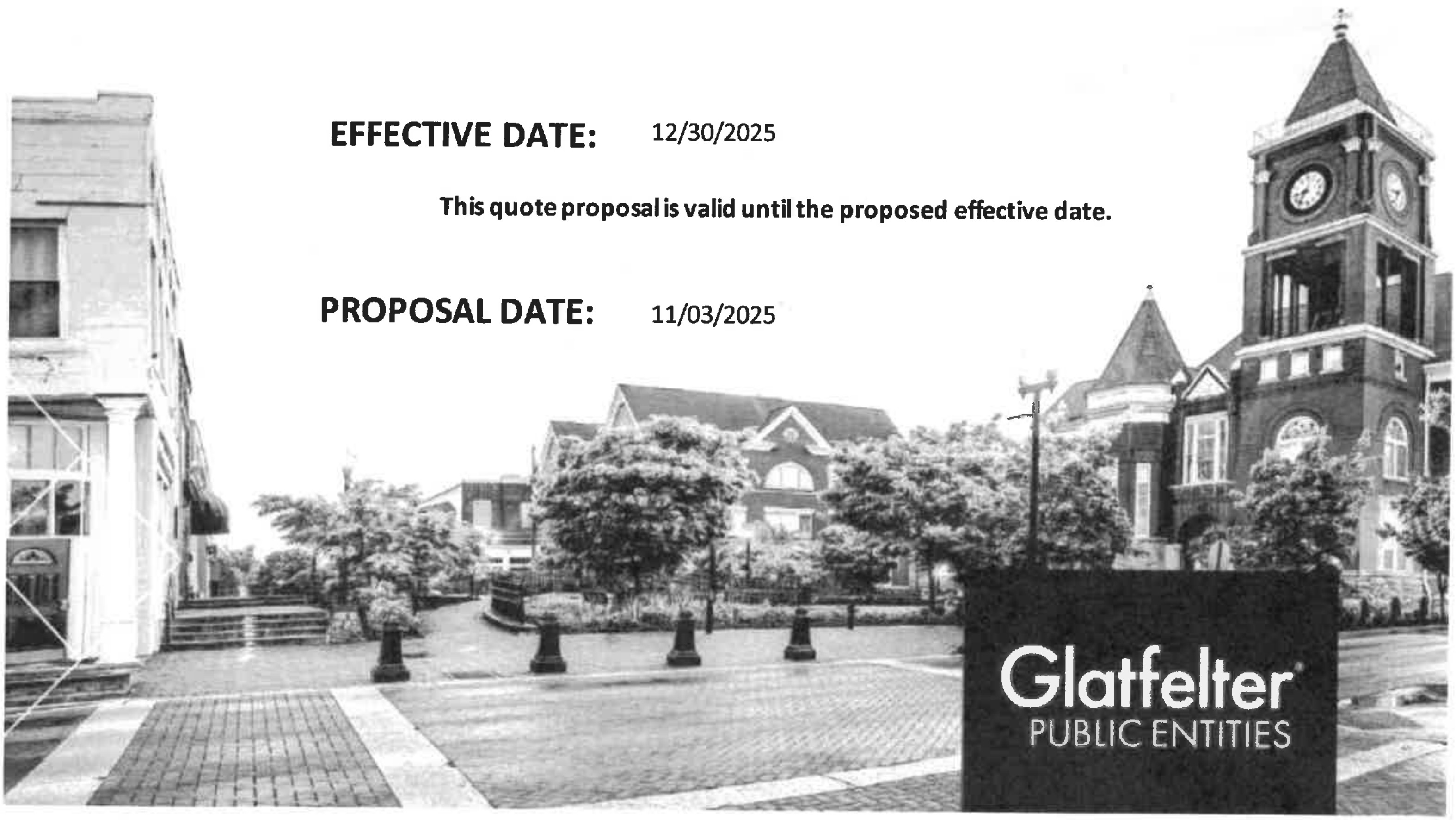
PRESENTED BY:

NICKEL & SAPH INC
P.O. BOX 46907
MOUNT CLEMENS, MI 48046-6907
586.463.4573

EFFECTIVE DATE: 12/30/2025

This quote proposal is valid until the proposed effective date.

PROPOSAL DATE: 11/03/2025



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Glatfelter
PUBLIC ENTITIES

THANK YOU FOR RENEWING

Thank you so much for choosing to renew your insurance with Glatfelter Public Entities.

Your decision means a great deal to us as we continue to serve Public Entities and select other segments of many sizes and complexities across the country with insurance and risk management services.
We trust you have felt the Glatfelter difference and that it has helped inspire your decision to remain a client. As our client, you are part of a large and growing community of public entities, including cities, towns, villages and other municipalities, water and wastewater entities, educational institutions as well as related segments of private schools, private water/wastewater and independent school bus contractors across the country.

We look forward to continuing to serve you and seek to continually exceed your expectations with our service and fair, responsive and courteous claims handling.

Please visit our website at glatfelterpublicentities.com to learn more about the services we offer or give us a call at 888.855.4782 to have a discussion.

Paul Czerniak

Paul A. Czerniak
Managing Director of Distribution

THE PUBLIC ENTITY
INSURANCE SPECIALIST

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

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.

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-0033266-01	12/30/2025

First Named Insured:	SOUTHWATER MUNICIPAL UTILITY AUTHORITY
Mailing Address:	451 STATE STREET ALGONAC, MI 48001

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

Premises	Address	City	State	Zip
1	451 STATE STREET	ALGONAC	MI	48001
2	5794 POINTE TREMBLE	PEARL BEACH	MI	48001
3	4556 POINTE TREMBLE	CLAY TOWNSHIP	MI	48001
4	1830 MICHIGAN ST	ALGONAC	MI	48001

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.

Premises	Blanket Limit of Insurance	Valuation	Coinsurance	Inflation Guard
All	$19,898,082	RC	N/A	4%

Schedule of Property Coverage – Individual Limits

		Real Property				Personal Property			
Premises/ Item	Description/ Occupancy	Limit	Valu- ation	Coin- surance	Inflation Guard	Limit	Valu- ation	Coin- surance	Inflation Guard

This schedule does not apply.

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:	$150,000	
Software:	$500,000	
Trees, Shrubs, Plants and Lawns:	$25,000	
Valuable Papers and Records:	$50,000	

Flood

Limit of Insurance – Each Occurrence:	$2,000,000
Limit of Insurance – Annual Aggregate:	$2,000,000
Deductible – Each Occurrence:	$75,000

Flood Schedule of Included Premises

Premises	Address
1	451 STATE STREET
2	5794 POINTE TREMBLE
3	4556 POINTE TREMBLE
4	1830 MICHIGAN ST

Earthquake

Limit of Insurance – Each Occurrence:	$2,000,000
Limit of Insurance – Annual Aggregate:	$2,000,000
Deductible – Each Occurrence:	$50,000

Earthquake Schedule of Included Premises

Premises	Address
1	451 STATE STREET
2	5794 POINTE TREMBLE
3	4556 POINTE TREMBLE
4	1830 MICHIGAN ST

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 any 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 (Municipalities & Special Districts)	Covers crisis response management expenses and post-crisis counseling services. Pays up to $25,000 in any one crisis incident. No deductible applies. Coverage only applies to your operations that are not related to educational institutions.

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.

Commercial Crime

Insuring Agreement	Limits of Insurance	Deductible Amount
Employee Theft	$100,000 per Loss	$1,000 per Loss
Forgery or Alteration	$100,000 per Occurrence	$1,000 per Occurrence
Inside the Premises – Theft of Money & Securities	$100,000 per Occurrence	$1,000 per Occurrence
Inside the Premises – Robbery/Safe Burglary	$100,000 per Occurrence	$1,000 per Occurrence
Outside the Premises	$100,000 per Occurrence	$1,000 per Occurrence
Computer and Funds Transfer Fraud	$100,000 per Occurrence	$1,000 per Occurrence
Money Orders	$100,000 per Occurrence	$1,000 per Occurrence
Fraudulent Impersonation	$100,000 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

Coverage	Limit	Deductible
Coverage A – Blanket Tools and Equipment:	$15,000 *	$1,000
Coverage B – Scheduled Equipment:	see schedule below	see schedule below
Coverage C – Blanket Emergency Services Equipment:	Not Covered	

* subject to a per item limit of $10,000

Coverage B – Scheduled Equipment

Description	Serial Number	Limit	Deductible	Valuation
2020 8IN PUMP AND HOSES	U2292919	$76,418	$1,000	ACV
2007 UTILITY TRAILER W/CAMERA	5NHUHA4227W049460	$108,981	$1,000	ACV

Rented or Borrowed Equipment Extension Limit

Any one occurrence: $100,000

Watercraft Extension Limit

Any one occurrence: $25,000

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).

Emergency Services and Law Enforcement Personal Effects

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	Symbols	Limits
Combined Single Limit for Bodily Injury & Property Damage (each Accident):	1	$1,000,000
"No Fault" or Statutory Personal Injury Protection:	5	Included
Medical Payments:		Not Included
Uninsured Motorists:	2	$100,000
Underinsured Motorists:	2	$100,000
Physical Damage Comprehensive:	7,8	see schedule below
Physical Damage Collision:	7,8	see schedule below

Schedule of Vehicles

Vehicle No.	Year	Make & Model	VIN	ACV	RC	Agreed Value	Comp. Ded.	Coll. Ded.
1	2018	GMC SIERRA 2500 HD	1GT01REG4JZ293003	X			$1,000	$1,000
2	2015	FORD F250	1FTSF2B63FEA42422	X			$1,000	$1,000
3	1999	SEVEN SEAS EQUIPMENT TRAILER	5C10	X			$1,000	$1,000
4	2000	GMC SIERRA	1GTGK24R9YF490704	X			$1,000	$1,000
		HIRED CAR PHYSICAL DAMAGE		X			$100	$500

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	Limit
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

Water or Wastewater Professional Activity Liability

- Covers you for liability for acts, errors or omissions from your activities treating potable water or the collection and treatment of wastewater.

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.

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: Occurrence

Coverage	Limit	
Coverage A: *Coverage A includes Employee Benefits Liability*	$1,000,000	Each Wrongful Act or Offense
Coverage B:	$5,000	Each Action
Aggregate Limit:	$3,000,000	Coverage A and B Combined
Coverage A Deductible:	$0	

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.

EXCESS LIABILITY

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

Excess Liability coverage protects you with the following:

- Excess limits above the limits of your applicable scheduled underlying Auto Liability, General Liability, Law Enforcement Activity Liability and Public Officials and Management Liability coverage parts subject to specific exclusions or limitations shown on the Excess Liability coverage.
- Excess coverage will apply when scheduled underlying policies have been exhausted.

Policy Type: Follow Form Excess

	Limit of Insurance
Each Occurrence:	$2,000,000
General Aggregate:	$2,000,000

EXCESS LIABILITY – COVERAGE HIGHLIGHTS

The following apply unless noted otherwise in this proposal:

Public Officials and Management Liability	Follows form with underlying occurrence or claims-made coverage.
Employer's Liability	Included in excess limits if scheduled as underlying coverage.
Defense Costs	Payable in addition to the Limits of Insurance.
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.
Failure to Supply Water	Coverage is included for failure to supply water and is not subject to the ISO sudden and accidental restriction.
Unmanned Aircraft (Drones)	Coverage is included for unmanned aircraft that is owned, operated, rented or loaned to you. $1,000,000 each occurrence/aggregate sublimit applies.

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.

Crime

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.

Inland Marine

Note: Items appearing on the application's equipment schedule which are under $10,000 in value have been added to the Blanket Tools and Equipment limit.

Auto

Note: We have included Broadened Collision coverage in the quote.

Note: We have included Property Protection Indemnity as required by state law.

Excess Liability

Note: Coverage is quoted excess of:

- Auto Liability
- General Liability
- Public Officials and Management Liability

General

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

PREMIUM SUMMARY

SOUTHWATER MUNICIPAL UTILITY AUTHORITY (MI) C87403

	Premium
Property	$30,517
Crime	$439
Inland Marine	$810
Auto	$5,096
General Liability	$6,446
Law Enforcement Activity Liability	Not Quoted
Public Officials and Management Liability	$1,450
Educators Legal Liability	Not Quoted
Excess Liability	$2,165
Total Estimated Annual Premium *(excludes state-imposed taxes, surcharges and fees)*	**$46,923**
Total of all Taxes, Surcharges and Fees	**$4.00**

Glatfelter
PUBLIC ENTITIES

GLATFELTER PUBLIC ENTITIES ORDER FORM

SOUTHWATER MUNICIPAL UTILITY AUTHORITY (MI) C87403

Coverage	Effective/ Expiration Dates	Accept *Initial to accept coverage*	Decline *Initial to decline coverage*	Premium Quoted
Property				
Crime				
Inland Marine				
Auto				
General Liability				
Public Officials and Management Liability				
Educators Legal Liability				
Excess Liability				
Total				

Payment Plans

Please indicate your choice of premium payment options. There are no installment fees. Payment plans do not include any applicable taxes, fees, and surcharges. They will be included with your initial invoice. Payment plans options do not apply to future endorsements. You will receive an invoice based on the payment plan selected. ***Please Note – Any breakdown of premium values listed on this Order Form should not be used for billing purposes. On Installment plans, payment amounts will vary due to rounding on installment schedules. Please wait for the invoice to bill the insured. Remittance payment must match the invoice.***

- ☒ Annual — Default unless otherwise eligible and selected below
- ☐ Two-Pay — $2,500 account minimum
- ☐ Four-Pay — $3,500 account minimum
- ☐ Ten-Pay — $10,000 account minimum

Before you return this form, you must:

1. Provide the INSURED'S Federal ID#: ____________________
2. Identify all mortgagees, loss payees and (for Auto only) additional insureds/lessors (provide address).
3. Complete Uninsured Motorist's Selection/Rejection form, if required.
4. By signing below, you are in agreement with the values shown on the attached Statement of Values.

This is not a binder, nor should it be used as one. This form is solely for the purpose of ordering property and casualty insurance coverages for which Glatfelter Public Entities has provided a valid quote.

____ ____________

Signature of Insured or Insurance Representative — Date

Comments/Notes: ....

Internal Use Only:	C87403 MI	Qt Eff Dt: 12/30/2025	Doc ID: d5ec65d5835a490cae902aa3a8fa319a	
	Property: 43776710000000	Crime: 43776710000000	IM: 43776710000000	Auto: 43776710000000
	GL: 43776710000000	POML: 43776710000000	ELL: 0	Excess: 43776710000000

Glatfelter PUBLIC ENTITIES

PROPERTY – STATEMENT OF VALUES

Prepared for: SOUTHWATER MUNICIPAL UTILITY AUTHORITY (C87403)
Date Generated: 11/03/2025
Renewal Of Policy Number: GPNU-PF-0033266-01
Policy Period: 12/30/2025 - 12/30/2026
Blanket Type: Policy Blanket

Premises/ Item	Address	Description/ Occupancy	Real Property Value	Real Property Incl in Blanket	Personal Property Value	Personal Property Incl in Blanket
1/1	**451 STATE STREET ALGONAC, MI 48001**	CONTROL BUILDING	$4,884,614	Yes	$1,189,760	Yes
1/2		PRIMARY TANKS	$2,066,938	Yes	Included	Yes
1/3		MULTIPURPOSE BLDG	$237,952	Yes	$354,440	Yes
1/4		CHEMICAL CONTROL	$160,077	Yes	$37,856	Yes
1/5		DIGESTER CONTROL	$978,848	Yes	$432,640	Yes
1/6		DIGSTER #1	$485,638	Yes	Included	Yes
1/7		DIGSTER #2	$485,638	Yes	Included	Yes
1/8		METER CHAMBER	$69,222	Yes	Included	Yes
1/9		JUNCTION CHAMBER	$34,611	Yes	Included	Yes
1/10		STORAGE BLDG	$1,930,656	Yes	$27,040	Yes
1/11		SLUDGE PUMP	$85,446	Yes	Included	Yes
1/12		CHLORINE CONTACT	$75,712	Yes	Included	Yes
1/13		CLARIFIER #1	$648,960	Yes	Included	Yes
1/14		CLARIFIER #2	$648,960	Yes	Included	Yes
1/15		METER CHAMBER	$88,691	Yes	Included	Yes
1/16		UNDERGROUND SLUDGE TANK	$1,408,461	Yes	Included	Yes
1/17		UNDERGROUND SLUDGE TANK	$838,240	Yes	Included	Yes
1/18		TRICKLING FILTER #1	$56,243	Yes	Included	Yes
1/19		TRICKLING FILTER #2	$56,243	Yes	Included	Yes
1/20		TRICKLING FILTER	$290,950	Yes	$173,056	Yes
			Total Values Subject to the Blanket:			$17,746,892
			All Other Values:			$0
2/1	**5794 POINTE TREMBLE PEARL BEACH, MI 48001**	CLAY PUMP STATION	$792,484	Yes	Included	Yes
			Total Values Subject to the Blanket:			$792,484
			All Other Values:			$0
3/1	**4556 POINTE TREMBLE CLAY TOWNSHIP, MI 48001**	CLAY PUMPING LIFT STATION	$558,322	Yes	Included	Yes
			Total Values Subject to the Blanket:			$558,322
			All Other Values:			$0
4/1	**1830 MICHIGAN ST ALGONAC, MI 48001**	DIXIE-MICHIGAN PUMP STATION	$800,384	Yes	Included	Yes
			Total Values Subject to the Blanket:			$800,384
			All Other Values:			$0

END OF STATEMENT OF VALUES

cfc

INDICATION OF TERMS

REFERENCE NUMBER:	6247962
COMPANY NAME:	Southwater Municipal Utility Authority
TOTAL PAYABLE:	USD1,850.00
Broken down as follows:	
Premium:	USD1,850.00
Policy Administration Fee:	USD0.00
TRIA:	USD0.00
BUSINESS ACTIVITIES:	Water & Sewage
LEGAL ACTION:	Worldwide
TERRITORIAL SCOPE:	Worldwide
INDEMNITY PERIOD:	6 months
WAITING PERIOD:	8 hours
RETROACTIVE DATE:	Unlimited
WORDING:	Cyber, Private Enterprise (CFC-CY-0037 11 19)
ENDORSEMENTS:	Privacy Notice Consequential Reputational Harm Extension Endorsement Customer Payment Fraud Extension Endorsement Incident Response Outside Of The Policy Limit Endorsement System Damage And Rectification Costs Amendatory Endorsement System Failure Extension Endorsement Betterment Exclusion Amendatory Endorsement Hardware Replacement Costs Extension Endorsement Media Liability Amendatory Endorsement Policyholder Disclosure Notice Of Terrorism Insurance Coverage Schedule Of Information Michigan Disclosure Notice War and Cyber War Exclusion Endorsement
SUBJECTIVITIES:	This quote is subject to the following being provided by the stated deadline: 1. Satisfactory confirmation that you have downloaded & registered our incident response mobile app, details of which can be found with your policy documents. (30 days post binding)
POLICY PERIOD:	12 months
DATE OF ISSUE:	03 Nov 2025
OPTIONAL EXTENDED REPORTING PERIOD:	12 months for 100%, 24 months for 150%, or 36 months for 200%, of applicable annualized premium
THE INSURER:	State National Insurance Company Inc.
QUOTE TYPE:	Admitted

THIS INDICATION OF TERMS IS ONLY VALID FOR 60 DAYS FROM THE DATE OF ISSUE

PLEASE REFER TO THE FOLLOWING PAGES FOR A FULL BREAKDOWN OF LIMITS, RETENTIONS AND APPLICABLE CLAUSES

THIS INSURANCE APPLIES TO CLAIMS EITHER FIRST DISCOVERED OR MADE DURING THE PERIOD OF THE POLICY OR APPLICABLE EXTENDED REPORTING PERIOD. LEGAL DEFENSE COSTS AND EXPENSES MAY REDUCE OR EXHAUST THE INSURED LIMIT.

cfc

DECLARATIONS

ALL INSURING CLAUSES COMBINED

Aggregate limit of liability:	USD1,000,000	in the aggregate

INSURING CLAUSE 1: CYBER INCIDENT RESPONSE

SECTION A: INCIDENT RESPONSE COSTS

Aggregate limit of liability:	USD1,000,000	in the aggregate
Deductible:	USD0	each and every claim

SECTION B: LEGAL AND REGULATORY COSTS

Aggregate limit of liability:	USD1,000,000	in the aggregate
Deductible:	USD2,500	each and every claim

SECTION C: IT SECURITY AND FORENSIC COSTS

Aggregate limit of liability:	USD1,000,000	in the aggregate
Deductible:	USD2,500	each and every claim

SECTION D: CRISIS COMMUNICATION COSTS

Aggregate limit of liability:	USD1,000,000	in the aggregate
Deductible:	USD2,500	each and every claim

SECTION E: PRIVACY BREACH MANAGEMENT COSTS

Aggregate limit of liability:	USD1,000,000	in the aggregate
Deductible:	USD2,500	each and every claim

SECTION F: THIRD PARTY PRIVACY BREACH MANAGEMENT COSTS

Aggregate limit of liability:	USD1,000,000	in the aggregate
Deductible:	USD2,500	each and every claim

SECTION G: POST BREACH REMEDIATION COSTS

Aggregate limit of liability:	USD50,000	in the aggregate, subject to a maximum of 10% of all sums **we** have paid as a direct result of the **cyber event**
Deductible:	USD0	each and every claim

INSURING CLAUSE 2: CYBER CRIME

SECTION A: ELECTRONIC THEFT OF YOUR FINANCIAL ASSETS

Aggregate limit of liability:	USD250,000	in the aggregate
Deductible:	USD5,000	each and every claim

SECTION B: ELECTRONIC THEFT OF THIRD PARTY FUNDS HELD IN ESCROW

Aggregate limit of liability:	USD250,000	in the aggregate
Deductible:	USD5,000	each and every claim

SECTION C: ELECTRONIC THEFT OF PERSONAL FINANCIAL ASSETS

Aggregate limit of liability:	USD250,000	in the aggregate
Deductible:	USD5,000	each and every claim

SECTION D: EXTORTION

Aggregate limit of liability:	USD1,000,000	in the aggregate
Deductible:	USD2,500	each and every claim

SECTION E: AUTHORIZED PUSH PAYMENT FRAUD

Aggregate limit of liability:	USD250,000	in the aggregate
Deductible:	USD5,000	each and every claim

SECTION F: TELEPHONE HACKING

Aggregate limit of liability:	USD250,000	in the aggregate
Deductible:	USD5,000	each and every claim

SECTION G: UNAUTHORIZED USE OF COMPUTER RESOURCES

Aggregate limit of liability:	USD250,000	in the aggregate
Deductible:	USD5,000	each and every claim

INSURING CLAUSE 3: SYSTEM DAMAGE AND BUSINESS INTERRUPTION

SECTION A: SYSTEM DAMAGE AND RECTIFICATION COSTS

Aggregate limit of liability:	USD1,000,000	in the aggregate
Deductible:	USD2,500	each and every claim

cfc

SECTION B: INCOME LOSS AND EXTRA EXPENSE

Aggregate limit of liability:	USD1,000,000	in the aggregate
Deductible:	USD2,500	each and every claim

SECTION C: DEPENDENT BUSINESS INTERRUPTION

Aggregate limit of liability:	USD1,000,000	in the aggregate
Deductible:	USD2,500	each and every claim

SECTION D: CLAIM PREPARATION COSTS

Aggregate limit of liability:	USD25,000	in the aggregate
Deductible:	USD0	each and every claim

INSURING CLAUSE 4: NETWORK SECURITY & PRIVACY LIABILITY

SECTION A: NETWORK SECURITY LIABILITY

Aggregate limit of liability:	USD1,000,000	in the aggregate, including **costs and expenses**
Deductible:	USD2,500	each and every claim, including **costs and expenses**

SECTION B: PRIVACY LIABILITY

Aggregate limit of liability:	USD1,000,000	in the aggregate, including **costs and expenses**
Deductible:	USD2,500	each and every claim, including **costs and expenses**

SECTION C: MANAGEMENT LIABILITY

Aggregate limit of liability:	USD1,000,000	in the aggregate, including **costs and expenses**
Deductible:	USD2,500	each and every claim, including **costs and expenses**

SECTION D: REGULATORY INVESTIGATION COSTS

Aggregate limit of liability:	USD1,000,000	in the aggregate, including **costs and expenses**
Deductible:	USD2,500	each and every claim, including **costs and expenses**

SECTION E: MERCHANT SERVICES LIABILITY

Aggregate limit of liability:	USD1,000,000	in the aggregate, including **costs and expenses**
Deductible:	USD2,500	each and every claim, including **costs and expenses**

INSURING CLAUSE 5: MEDIA LIABILITY

SECTION A: DEFAMATION

Aggregate limit of liability:	USD1,000,000	in the aggregate, including **costs and expenses**
Deductible:	USD2,500	each and every claim, including **costs and expenses**

SECTION B: INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT

Aggregate limit of liability:	USD1,000,000	in the aggregate, including **costs and expenses**
Deductible:	USD2,500	each and every claim, including **costs and expenses**

INSURING CLAUSE 6: TECHNOLOGY ERRORS AND OMISSIONS

NO COVER GIVEN

cfc

PRIVACY NOTICE

As a policyholder of State National Insurance Company, Inc., you may remember that you purchased your State National Insurance Company, Inc. policy from an insurance agent. Please understand that the agent from whom you purchased your State National Insurance Company, Inc. policy is not affiliated with State National Insurance Company, Inc., but rather is a separate legal entity. In the process of purchasing your State National Insurance Company, Inc. policy, you may have provided your insurance agent with various information, including nonpublic personal information about yourself. You did not provide any such information directly to State National Insurance Company, Inc., but on occasion we may receive such information from your insurance agent. This statement is intended to explain and disclose State National Insurance Company, Inc.'s policies and practices regarding the collection, disclosure and protection of such information.

State National Insurance Company, Inc. will provide customers like yourself with a copy of our privacy policy at the beginning of our relationship and annually thereafter, unless and until our relationship ends. As our products and services continue to evolve, it may be necessary to review and revise our privacy policies, in which case we will provide you with an updated privacy notice.

i. Financial Information Collected

During the ordinary course of our business, State National Insurance Company, Inc. may – as explained above – collect information about you from the following sources:

- Information the insurance agent receives from you on applications or other forms;
- Information about your transactions (including claims) with us, our affiliates and others; and
- Information we receive from other agents, brokers, administrators, insurance support agencies, legal counsel, consumer reporting agencies and government reporting agencies.

ii. Financial Information Disclosed

We do not disclose any information about our customers or former customers to anyone, except as permitted by law to service your business.

iii. Parties To Whom Information is Disclosed

We do not disclose any information about our customers or former customers to anyone, except as permitted by law to service your business.

iv. Confidentiality and Security of Information

We restrict access to information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards to guard your information.

v. Access to and Correction of Your Information

You may write to us if you have any questions about the information that we may have in our records about you. We will respond within 30 business days from the date such request is received to your inquiry. If you wish, you may review this information in person or receive a copy at a reasonable charge. You can notify us in writing if you believe any information should be corrected, amended, or deleted and we will review your request. We will either make the requested change or explain why we did not do so. If we do not make the requested change, you may submit a short written statement identifying the disputed information, which will be included in all future disclosures of your information.

We value your business. This statement is for your information. No response is necessary.

cfc

CONSEQUENTIAL REPUTATIONAL HARM EXTENSION ENDORSEMENT

ATTACHING TO POLICY NUMBER:	N/A
THE INSURED:	Southwater Municipal Utility Authority
WITH EFFECT FROM:	-

It is understood and agreed that the following amendments are made to this Policy:

1. The following **SECTION** is added to **INSURING CLAUSE 3** in the Declarations page:

   SECTION: CONSEQUENTIAL REPUTATIONAL HARM

Aggregate limit of liability:	USD1,000,000	in the aggregate
Deductible:	USD2,500	each and every clain

2. The following **SECTION** is added to **INSURING CLAUSE 3**:

   SECTION: CONSEQUENTIAL REPUTATIONAL HARM

   We agree to reimburse **you** for **your reputational harm income loss** sustained during the **reputational harm period** as a direct result of:

   a. the loss of current or future customers; or

   b. **your client** suspending or terminating their contract with **you**;

   caused solely as a result of a **cyber event** first discovered by **you** during the **period of the policy**.

3. The following **DEFINITIONS** are added:

   "Reputational harm income loss" means

   your income (less sales tax) that would have been earned during the **reputational harm period** that is permanently lost as a direct result of:

   a. the loss of current or future customers; or

   b. **your client** suspending or terminating their contract with **you**;

   less any cost savings achieved as a direct result of the reduction in income.

   "Reputational harm period" means

   the period starting from when the cyber event is first discovered and lasting for 12 months.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY

cfc

CUSTOMER PAYMENT FRAUD EXTENSION ENDORSEMENT

ATTACHING TO POLICY NUMBER:	N/A
THE INSURED:	Southwater Municipal Utility Authority
WITH EFFECT FROM:	-

It is understood and agreed that the following amendments are made to this Policy:

1. The following **SECTION** is added to **INSURING CLAUSE 2** in the Declarations page:

   SECTION: CUSTOMER PAYMENT FRAUD

Aggregate limit of liability:	USD50,000	in the aggregate
Deductible:	USD5,000	each and every clain

2. The following **SECTION** is added to **INSURING CLAUSE 2**:

   SECTION: CUSTOMER PAYMENT FRAUD

   We agree to reimburse **you** for **loss**, including outstanding debts and the cost of reimbursing **your** existing customers for their financial loss, as a direct result of any phishing, vishing or other social engineering attack against any existing customer of **yours** arising as a direct result of any **cyber event** first discovered by **you** during the **period of the policy**.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY

cfc

INCIDENT RESPONSE OUTSIDE OF THE POLICY LIMIT ENDORSEMENT

ATTACHING TO POLICY NUMBER:	N/A
THE INSURED:	Southwater Municipal Utility Authority
WITH EFFECT FROM:	-

It is understood and agreed that the following amendments are made to this Policy:

1. The words "ALL INSURING CLAUSES COMBINED" stated in the Declarations page are deleted and replaced with "INSURING CLAUSES 2-6 COMBINED".
2. The following is added to **INSURING CLAUSE 1** in the Declarations page:

   ALL SECTIONS COMBINED

Aggregate limit of liability:	USD1,000,000	in the aggregate

3. "**HOW MUCH WE WILL PAY**" is deleted in its entirety and replaced with the following:

   HOW MUCH WE WILL PAY

   The maximum amount payable by **us** under this Policy in total across all Insuring Clauses will not exceed the **policy limit** plus the **incident response limit.**

   The maximum amount payable by **us** in respect of each Section and each Insuring Clause will not exceed the **insured limit** for that Section or Insuring Clause.

   Where cover is provided under multiple Sections of one or more Insuring Clauses, the maximum amount **we** will pay in total for that claim is the amount of the highest **insured limit** of the Sections under which cover is provided plus the **incident response limit**.

   Where more than one claim under this Policy arises from the same original cause or single source or event, all of those claims will be deemed to be one claim and only one **insured limit** and **incident response limit** will be applicable.

4. The "**Policy limit**" **DEFINITION** is deleted in its entirety and replaced with the following:

   "Policy limit" means

   the aggregate limit of liability for **INSURING CLAUSES 2 – 6** combined as stated in the Declarations page.

5. The following **DEFINITION** is added:

   "Incident response limit" means

   the aggregate limit of liability for all Sections combined of **INSURING CLAUSE 1** as stated in the Declarations page.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY

SYSTEM DAMAGE AND RECTIFICATION COSTS AMENDATORY ENDORSEMENT

ATTACHING TO POLICY NUMBER:	N/A
THE INSURED:	Southwater Municipal Utility Authority
WITH EFFECT FROM:	-

It is understood and agreed that **INSURING CLAUSE 3** (**SECTION A** only) is deleted in its entirety and replaced with the following:

SECTION A: SYSTEM DAMAGE AND RECTIFICATION COSTS

We agree to reimburse **you** for the additional cost of employing:

a. contract staff or overtime costs for **employees** to rebuild **your** data, including the cost of data re-entry or data re-creation;

b. specialist data recovery consultants, including IT forensic consultants, to recover **your** data or applications; and

c. specialist consultants or overtime costs for **employees** working within **your** IT department to reconstitute **your computer systems** to the position they were in immediately prior to the **cyber event**;

reasonably and necessarily incurred as a direct result of a **cyber event** first discovered by **you** during the **period of the policy**.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY

cfc

SYSTEM FAILURE EXTENSION ENDORSEMENT

ATTACHING TO POLICY NUMBER: N/A
THE INSURED: Southwater Municipal Utility Authority
WITH EFFECT FROM: -

It is understood and agreed that the following amendments are made to this Policy:

1. **INSURING CLAUSE 3 (SECTION B)** is deleted in its entirety and replaced with the following:

   SECTION B: INCOME LOSS AND EXTRA EXPENSE

   We agree to reimburse **you** for **your income loss** and **extra expense** sustained during the **indemnity period** as a direct result of an interruption to **your** business activities arising directly out of any sudden, unexpected and continuous outage of **your computer systems** which is first discovered by **you** during the **period of the policy**, provided that the **computer systems** outage lasts longer than the **waiting period** and arises directly out of any **cyber event** or **system failure**.

2. **INSURING CLAUSE 3 (SECTION C)** is deleted in its entirety and replaced with the following:

   SECTION C: DEPENDENT BUSINESS INTERRUPTION

   We agree to reimburse **you** for **your income loss** and **extra expense** sustained during the **indemnity period** as a direct result of an interruption to **your** business activities arising directly out of any sudden, unexpected and continuous outage of computer systems used directly by a **supply chain partner** which is first discovered by **you** during the **period of the policy**, provided that the computer systems outage lasts longer than the **waiting period** and arises directly out of any **cyber event** or **system failure**.

3. The "**Cyber event**" **DEFINITION** does not mean any system failure.

4. The "**Income loss**" **DEFINITION** is deleted in its entirety and replaced with the following:

   "Income loss" means

   your income that, had the **cyber event** or **system failure** which gave rise to the claim not occurred, would have been generated directly from **your** business activities (less sales tax) during the **indemnity period**, less:

   a. actual income (less sales tax) generated directly from **your** business activities during the **indemnity period**; and

   b. any cost savings achieved as a direct result of the reduction in income.

5. The following **DEFINITION** is added to this Policy:

   "System failure" means

   any sudden, unexpected and continuous outage of **your computer**

systems which renders them incapable of supporting their normal business function and is caused by an application bug, an internal network failure or hardware failure.

However, in respect of **INSURING CLAUSE 3** (**SECTION C** only), **system failure** also means any sudden, unexpected and continuous outage of computer systems used directly by a **supply chain partner** which renders them incapable of supporting their normal business function and is caused by an application bug, an internal network failure or hardware failure.

"**System failure**" does not mean a **cyber event**.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY

cfc

BETTERMENT EXCLUSION AMENDATORY ENDORSEMENT

ATTACHING TO POLICY NUMBER:	N/A
THE INSURED:	Southwater Municipal Utility Authority
WITH EFFECT FROM:	-

It is understood and agreed that the following is added to the "Betterment" **EXCLUSION**:

However, in the event of a hacking attack, malware infection or computer virus, when rebuilding **your computer systems** we will pay the additional costs and expenses incurred to install a more secure and efficient version of the affected **computer system**, provided that the maximum amount **we** will pay is 25% more than the cost that would have been incurred to repair or replace the original model or license. Under no circumstances will **we** pay the cost of acquiring or installing **computer systems** which did not form a part of your **computer systems** immediately prior to the incident which gave rise to the claim.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY

cfc

HARDWARE REPLACEMENT COSTS EXTENSION ENDORSEMENT

ATTACHING TO POLICY NUMBER:	N/A
THE INSURED:	Southwater Municipal Utility Authority
WITH EFFECT FROM:	-

It is understood and agreed that the following amendments are made to this Policy:

1. The following **SECTION** is added to **INSURING CLAUSE 3** in the Declarations page:

   SECTION: HARDWARE REPLACEMENT COSTS

Aggregate limit of liability:	USD1,000,000	in the aggrega
Deductible:	USD2,500	each and ever claim

2. The following **SECTION** is added to **INSURING CLAUSE 3**:

   SECTION: HARDWARE REPLACEMENT COSTS

   We agree to pay on **your** behalf any reasonable sums necessarily incurred to replace any computer hardware or tangible equipment forming part of **your computer systems** that have been damaged as a direct result of a **cyber event** first discovered by **you** during the **period of the policy**, provided that replacing the computer hardware or tangible equipment is a more time efficient and cost effective solution than installing new firmware or software onto your existing hardware.

3. The "Betterment" and "Property and hardware costs" **EXCLUSIONS** will not apply to the **HARDWARE REPLACEMENT COSTS SECTION** of **INSURING CLAUSE 3**.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY

cfc

MEDIA LIABILITY AMENDATORY ENDORSEMENT

ATTACHING TO POLICY NUMBER: N/A
THE INSURED: Southwater Municipal Utility Authority
WITH EFFECT FROM: -

It is understood and agreed that the following amendments are made to this Policy:

1. The "**Media content**" **DEFINITION** is deleted in its entirety and replaced with the following:

   "Media content" means

   any content created or disseminated by **you** or on **your** behalf, including but not limited to content disseminated through books, magazines, brochures, social media, billboards, websites, mobile applications, television and radio.

   "**Media content**" does not include any:

   a. tangible product design;
   b. industrial design;
   c. architectural or building services;
   d. advertisement created by **you** for a **third party**;
   e. business, company, product or trading name;
   f. product packaging or labelling; or
   g. software products.

2. The "Product IP infringement" **EXCLUSION** will apply to **INSURING CLAUSE 5**.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

ATTACHING TO POLICY NUMBER:	N/A
THE INSURED:	Southwater Municipal Utility Authority
WITH EFFECT FROM:	-

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. 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.

Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. 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 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

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 exceeds $100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed $100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is USD0.00 and does not include any charges for the portion of losses covered by the United States government under the Act.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY

cfc

SCHEDULE OF INFORMATION

ATTACHING TO POLICY NUMBER:	N/A
THE INSURED:	Southwater Municipal Utility Authority
WITH EFFECT FROM:	-

The information stated below has been provided to **us** as part of **your** application for this Policy. It is important that this information is correct as **we** may seek to avoid this Policy or reject a claim in the event of any reckless or deliberate non-disclosure or misrepresentation.

If any of the information below is incorrect, please contact **us** as soon as is reasonably practicable.

1. Company web address: you have not provided a website
2. Number of employees: 4
3. Annual revenue: USD1,736,000
4. **You** have not experienced a **cyber event** in the past three years that has resulted in a direct financial loss of more than USD10,000
5. **You** have not had any legal action brought or threatened against **you** in the last five years as a direct result of a **cyber event**
6. **You** have not had any regulatory action initiated against **you** in the last five years as a direct result of a **cyber event**
7. **You** are not involved in the direct supply of goods or services to the cannabis industry, nor are **you** involved directly with the use or supply of cryptocurrency

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY

MICHIGAN DISCLOSURE NOTICE

ATTACHING TO POLICY NUMBER:	N/A
THE INSURED:	Southwater Municipal Utility Authority
WITH EFFECT FROM:	-

This policy is exempt from the filing requirements of § 2236 of the Insurance Code of 1956, 1956 PA 218, MCL § 500.2236.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY

cfc

WAR AND CYBER WAR EXCLUSION ENDORSEMENT

ATTACHING TO POLICY NUMBER: N/A
THE INSURED: Southwater Municipal Utility Authority
WITH EFFECT FROM: -

It is understood and agreed that the following amendments are made to this Policy

1. The "War" **EXCLUSION** is deleted in its entirety and replaced with the following:

   War and cyber war

   arising directly or indirectly out of:

   a. **war**; or

   b. **cyber war**.

   However, part b. above will not apply to:

   a. **INSURING CLAUSE 1** (**SECTION A** only); and

   b. that part of any claim relating to any computer systems which are physically located outside of an **impacted state**.

2. The following **DEFINITIONS** are added:

   "Cyber war" means

   any unauthorized access to or electronic attack on computer systems, carried out by or on behalf of a **state**, that directly results in another **state** becoming an **impacted state**.

   "Impacted state" means

   any **state** that suffers a major detrimental impact on its:

   a. ability to function; or

   b. defense and security capabilities;

   as a direct result of any unauthorized access to or electronic attack on computer systems, carried out by or on behalf of another **state**.

   "State" means

   sovereign state.

   "War" means

   any physical:

   a. war, including undeclared or civil war;

   b. warlike action by a military force, including action in hindering or defending against an actual or expected attack by any government, sovereign or other authority using military personnel or other agents; or

   c. insurrection, rebellion, usurped power, or action taken by governmental authority in hindering or defending against any of these.

3. The following **CONDITION** is added:

   Dispute resolution

   All disputes or differences between **you** and **us** will be referred to mediation or arbitration and will take place in the State of the United States of America where the company named as the insured in the Declarations page is domiciled.

   In respect of any arbitration proceeding **we** will follow the applicable rules of the arbitration association in the State of the United States of America where the company named as the insured in the Declarations page is domiciled, the rules of which are deemed incorporated into this Policy by reference to this Condition. Unless the applicable arbitration association rules state otherwise, a single arbitrator will be appointed who will be mutually agreed between **you** and **us**. If **you** and **we** cannot agree on a suitable appointment then **we** will refer the appointment to the applicable arbitration association.

   Each party will bear its own fees and costs in connection with any mediation or arbitration proceeding but the fees and expenses of the arbitrator will be shared equally between **you** and **us** unless the arbitration award provides otherwise.

   Nothing in this Condition is intended to remove **your** rights under the "Choice of law" **CONDITION**.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY

Item No: 6c
Meeting: 11.18.2025

Southwater Municipal Utility Authority

Agenda Statement

Item Title: **Plant Monthly Report**

Submitted by: Brian Roy, Plant Supervisor

Summary

The Plant Supervisor will provide an update on plant operations for the past month, including key performance metrics, maintenance activities, compliance status, and any notable issues or upcoming projects. This report is for informational purposes only, and no action is required by the Board at this time.

Please see attached.

MEMORANDUM

DATE: 11/18/2025

TO: Southwater Municipal Utility Authority

FROM: Brian Roy, WWTP Superintendent

SUBJECT: Operation and Maintenance Report

St. Clair County-Algonac WWTP

Projects Completed:

- Biotech Agronomics finished the annual Biosolids haul.
- Staff completed maintenance on all plant air compressors and placed back into service.
- Staff replumbed the chlorine injection feed pump system and placed back to normal service.
- Staff installed a flushing system on the Captor (De-Chlorination) system.
- Mechanical Services completed annual CSD-1's on all 4 plant boilers. All passed inspection.

Projects Underway:

- **Worked with Kennedy Industries and removed a pump from pump station #1 that faulted on High Temperature. Replaced the pump with a spare. Kennedy Industries disassembled and provided a quote to repair and re-install Flygt pump.** Kennedy Industries is repairing the pump, install date was moved to December 2, 2025, due to a backordered pump part.

Misc.:

- New Hire Logan Pruss is scheduled to begin working November 19, 2025.

Permitting/Regulatory:

- Submitted PFA's report to EGLE.
- Submitted October's DMR to EGLE with no violations or issues.
- Submitted a certification of completion of additional monitoring requirements report to EGLE.

Item No: 6d
Meeting: 11.18.2025

Southwater Municipal Utility Authority

Agenda Statement

Item Title: **Receive and File Resolutions**

Submitted by: Alysia Bugg, Treasurer

Summary

I would like the Board to receive, and file copies of the resolutions adopted by the Townships of Clay and Ira, and the City of Algonac, regarding their commitment to pay twelve (12) equal monthly payments toward the cost of design services rendered by FishBeck such costs not to exceed each party's ownership percentage in the Wastewater Treatment Plant.

Further, the resolutions affirm that each participating municipality pledges its full faith and credit for the payment of its proportionate share of any and all bonds that may be issued by the Authority in connection with said project.

Background:
The participating communities—Clay Township, Ira Township, and the City of Algonac—have each approved resolutions formalizing their financial participation in the design phase of the Wastewater Treatment Plant project. These resolutions establish a uniform payment structure and clarify each entity's financial commitment relative to its ownership share. They also ensure that the Authority is backed by the full faith and credit of each municipality should bond financing be required.

THE CITY OF ALGONAC
COUNTY OF ST. CLAIR, MICHIGAN

A regular meeting of the City Council of The City of Algonac, County of St. Clair, State of Michigan (the "City") was held at the City Offices on November 4, 2025 at 6:00 p.m., local time.

PRESENT: Members: Bembas, Carter, Gillis, Harris, Meldrum, Skarbek

ABSENT: Member(s): Davey

RESOLUTION AUTHORIZING
PARTICIPATION IN IMPROVEMENTS TO WASTEWATER TREATMENT PLANT

The following preamble and resolution were offered by Member Skarbek and supported by Member Meldrum .

WHEREAS, the Southwater Municipal Utility Authority (the "Authority") is comprised of the Clay Township, The City of Algonac, and Ira Township (the "Parties");

WHEREAS, the current wastewater treatment plant has been found by engineers specializing in wastewater treatment to be in need of significant upgrades so as to maintain operations in a manner that safe and without hazard of discharge of raw sewage and overflow;

WHEREAS, the design and construction cost of the necessary upgrades is projected to be approximately $12,923,144 (the "Projected Approximate Cost");

WHERAS, the $12,923,144 Projected Approximate Cost consists of approximately $1,572,144 in engineering and design fees and $11,351,000 in construction-related costs;

WHEREAS, the total cost (the "Cost") of the design and construction of the improvements to the wastewater treatment plant will be established by the subsequent diligence of the Parties and the project engineer and other professionals;

WHEREAS, the Parties' share of the Cost, based on their use of the current wastewater treatment plant, is 35% for Clay Township, 30% for the City of Algonac, and 35% for Ira Township; and

WHEREAS, the Parties project that they will pay their respective shares of the Cost as follows: design costs will be paid by each Party making equal monthly payments totaling their share of the Cost as set forth above to the project engineer for a period of twelve months and the construction of the improvements will be paid by each Party pursuant to the repayment terms of bonds to be issued by the Authority (the "Bonds").

THEREFORE, IT IS RESOLVED BY THE CITY OF ALGONAC, COUNTY OF ST. CLAIR, MICHIGAN THAT:

1. The City authorizes the Authority to engage a project engineering firm that it deems possesses the appropriate expertise to design the improvements to the wastewater treatment plant and commits to making twelve equal monthly payments toward the cost of the design services rendered by said firm, which in no event shall exceed, in total, 30% of the design services;

2. Should the Authority decide to issue its Bonds to support the project, the City shall pledge its full faith and credit toward its obligations under the Bonds to be issued by the Authority for construction of the improvements to the wastewater treatment plant; and

3. All resolutions and parts of resolutions insofar as they conflict with the provisions of this Resolution be and the same hereby are rescinded.

Ayes: Gillis, Harris, Meldrum, Skarbek, Bembas, Carter

Nays: None

RESOLUTION DECLARED ADOPTED

Rocky B. Gillis
Mayor

The undersigned duly qualified and acting Clerk of The City of Algonac, County of St. Clair, State of Michigan, hereby certifies that the foregoing is a true and complete copy of a resolution adopted by the City Board at a regular meeting held on November 4, 2025, the original of which is part of the Board's minutes and further certifies that notice of the meeting was given to the public pursuant to the provisions of the Open Meetings Act, Act 267, Public Acts of Michigan 1976, as amended.

Lisa Borgacz
City Clerk

RESOLUTION 2025-18
CLAYTOWNSHIP
COUNTY OF ST. CLAIR, MICHIGAN

A regular meeting of the Board of Trustees of Clay Township, County of St. Clair, State of Michigan (the "Township") was held at the Township Offices on October 27, 2025 at 6:00 p.m., local time.

PRESENT: Members: Jon DeBoyer, Mark Borchardt, Tanya Hogan, Paul Cassidy, Beverly Rose, Roy Martin
ABSENT: Member(s): None

RESOLUTION AUTHORIZING
PARTICIPATION IN IMPROVEMENTS TO WASTEWATER TREATMENT PLANT

The following preamble and resolution were offered by Member
supported by Member
And

WHEREAS the Southwater Municipal Utility Authority (the "Authority") is comprised of the City of Algonac, Clay Township, and Ira Township (the "Parties");

WHEREAS the current wastewater treatment plant has been found by engineers specializing in wastewater treatment to be in need of significant upgrades so as to maintain operations in a manner that safe and without hazard of discharge of raw sewage and overflow.

WHEREAS the design and construction cost of the necessary upgrades is projected to be approximately $12,923,144 (the "Projected Approximate Cost"),
WHERAS, the $12,923,144 Projected Approximate Cost consists of approximately $1,572,144 in engineering and design fees and $11,351,000 in construction-related costs.

WHEREAS the total cost (the "Cost") of the design and construction of the improvements to the wastewater treatment plant will be established by the subsequent diligence of the Parties and the project engineer and other professionals.

WHEREAS, the Parties' share of the Cost, based on their use of the current wastewater treatment plant, is 35% for Clay Township, 30% for the City of Algonac, and 35% for Ira Township; and

WHEREAS, the Parties project that they will pay their respective shares of the Cost as follows: design costs will be paid by each Party making equal monthly payments totaling their share of the Cost as set forth above to the project engineer for a period of twelve months and the construction of the improvements will be paid by each Party pursuant to the repayment terms of bonds to be issued by the Authority (the "Bonds").

TREATMENT PLANT

THEREFORE, IT IS RESOLVED BY CLAY TOWNSHIP, COUNTY OF ST. CLAIR, MICHIGANTHAT:

1. The Township authorizes the Authority to engage a project engineering firm that it deems possesses the appropriate expertise to design the improvements to the wastewater treatment plant and commits to making twelve equal monthly payments toward the cost of the design services rendered by said firm, which in no event shall exceed, in total, 35% of the design services.

2. Should the Authority decide to issue its Bonds to support the project, the Township shall pledge its full faith and credit toward its obligations under the Bonds to be issued by the Authority for construction of the improvements to the wastewater treatment plant; and

3. All resolutions and parts of resolutions insofar as they conflict with the provisions of this Resolution and the same hereby are rescinded.

Ayes: Jon DeBoyer, Mark Borchardt, Tanya Hogan, Paul Cassidy, Beverly Rose, Roy Martin
Nays:
RESOLUTION DECLARED ADOPTED

Tanya Hogan

Tanya Hogan
Township Clerk

The undersigned duly qualified and acting Clerk of Clay Township, County of St. Clair, State of Michigan, hereby certifies that the foregoing is a true and complete copy of a resolution adopted by the Township Board at a regular meeting held on October 27, 2025, the original of which is part of the Board s minutes and further certifies that notice of the meeting was given to the public pursuant to the provisions of the Open Meetings Act, Act 267, Public Acts of Michigan 1976, as amended.

Tanya Hogan

Tanya Hogan
Township Clerk

CLAYTOWNSHIP
RESOLUTION AUTHORIZING PARTICIPATION IN IMPROVEMENTS TO WASTEWATER TREATMENT PLANT

IRA TOWNSHIP, ST. CLAIR COUNTY, MI
RESOLUTION 25-11-07
AUTHORIZING PARTICIPATION IN IMPROVEMENTS
TO WASTEWATER TREATMENT PLANT

A regular meeting of the Board of Trustees of Ira Township, County of St. Clair, State of Michigan (the "Township") was held at the Ira Township Fire Hall on November 3, 2025 at 7:00 p.m., local time.

PRESENT:	Members:	James Endres Jr., Thomas Lauer, Thomas Eder, Stella Ruhlman and Jean Corbat
ABSENT:	Member(s):	None

RESOLUTION AUTHORIZING
PARTICIPATION IN IMPROVEMENTS TO WASTEWATER TREATMENT PLANT

The following preamble and resolution were offered by Member Lauer and supported by Member Eder.

WHEREAS, the Southwater Municipal Utility Authority (the "Authority") is comprised of the City of Algonac, Ira Township, and Clay Township (the "Parties");

WHEREAS, the current wastewater treatment plant has been found by engineers specializing in wastewater treatment to be in need of significant upgrades so as to maintain operations in a manner that is safe and without hazard of discharge of raw sewage and overflow;

WHEREAS, the design and construction cost of the necessary upgrades is projected to be approximately $12,923,144 (the "Projected Approximate Cost");

WHEREAS, the $12,923,144 Projected Approximate Cost consists of approximately $1,572,144 in engineering and design fees and $11,351,000 in construction-related costs;

WHEREAS, the total cost (the "Cost") of the design and construction of the improvements to the wastewater treatment plant will be established by the subsequent diligence of the Parties and the project engineer and other professionals;

WHEREAS, the Parties' share of the Cost, based on their use of the current wastewater treatment plant, is 35% for Ira Township, 30% for the City of Algonac, and 35% for Clay Township; and

WHEREAS, the Parties project that they will pay their respective shares of the Cost as follows: design costs will be paid by each Party making equal monthly payments totaling their share of the Cost as set forth above to the project engineer for a period of twelve months and the construction of the improvements will be paid by each Party pursuant to the repayment terms of bonds to be issued by the Authority (the "Bonds").

THEREFORE, IT IS RESOLVED BY IRA TOWNSHIP, COUNTY OF ST. CLAIR, MICHIGAN THAT:

1. The Township authorizes the Authority to engage a project engineering firm that it deems possesses the appropriate expertise to design the improvements to the wastewater treatment plant and commits to making twelve equal monthly payments toward the cost of the design services rendered by said firm, which in no event shall exceed, in total, 35% of the design services;

2. Should the Authority decide to issue its Bonds to support the project, the Township shall pledge its full faith and credit toward its obligations under the Bonds to be issued by the Authority for construction of the improvements to the wastewater treatment plant; and

3. All resolutions and parts of resolutions insofar as they conflict with the provisions of this Resolution be and the same hereby are rescinded.

Passed and approved this 3rd day of November, 2025.

AYES: Endres, Lauer, Eder, Ruhlman and Corbat

NAYS: None

RESOLUTION DECLARED ADOPTED

Jean Corbat

Jean Corbat
Township Clerk

The undersigned duly qualified and acting Clerk of Ira Township, County of St. Clair, State of Michigan, hereby certifies that the foregoing is a true and complete copy of a resolution adopted by the Ira Township Board at a regular meeting held on November 3, 2025, the original of which is part of the Board's minutes and further certifies that notice of the meeting was given to the public pursuant to the provisions of the Open Meetings Act, Act 267, Public Acts of Michigan 1976, as amended.

Jean Corbat

Jean Corbat
Township Clerk

Item No: 7
Meeting: 11.18.2025

Southwater Municipal Utility Authority

Agenda Statement

Item Title: **To approve accounts payable: $93,778.67.**

Submitted by: Alysia Bugg, Treasurer

Summary

Attached is a list of invoices.

Suggested Action:

MOVED BY: **SUPPORTED BY:**

RESOLVED, to approve accounts payable in the amount of **$93,778.67**.

APPROVED/Denied

Southwater Municipal Utility Authority

Invoice Date	Invoice Number	Company	Amount	
8/31/2025	119028	Kirk Huth Lange & Badalamenti	$ 655.00	
9/30/2025	2507	City of Algonac- Admin	$ 712.29	
10/5/1902	236312	Kerr Pumo And Suppy	$ 931.56	
10/13/2025	8/11-10/3	City of Algonac- Water	$ 3,032.24	
10/13/2025	920057062712	DTE	$ 4,877.69	
10/13/2025	920057064643	DTE	$ 404.46	
10/14/2025	920057061409	DTE	$ 422.55	
10/15/2025	920057061490	DTE	$ 262.34	
10/15/2025	920057060880	DTE	$ 227.74	
10/15/2025	920057061342	DTE	$ 58.65	
10/15/2025	1-72790 7/15-10/15	Clay-Water	$ 67.00	
10/15/2025	1-74070	Clay-Water	$ 67.00	
10/17/2025	6438360	Marshall Campbell	$ 284.88	
10/21/2025	9683233325	Grainger	$ 267.00	
10/21/2025	5808-330120	Bracketts	$ 23.32	
10/21/2025	11/1-11/30/2025	SunLife	$ 521.53	
10/21/2025	7234348	Water Solutions Unlimited	$ 4,978.57	
10/22/2025	516775/1	LumberJack	$ 12.99	
10/22/2025	4247316661	Cintas	$ 52.68	
10/23/2025	9685977374	Grianger	$ 246.18	
10/26/2025	10/30-11/29	Comcast	$ 249.85	
10/27/2025	43453-258055	Paragon Lab	$ 518.00	
10/27/2025	43453-258054	Paragon Lab	$ 1,726.00	
10/28/2025	343466.502	Semco	$ 82.76	
10/28/2025	67512.502	Semco	$ 26.39	
10/28/2025	71199.501	Semco	$ 810.11	
10/28/2025	67697.502	Semco	$ 19.94	
10/29/2025	43453-258099	Paragon Lab	$ 480.00	
10/29/2025	9692760664	Grainger	$ 603.93	
10/29/2025	4248056975	Cintas	$ 145.65	
10/30/2025	6441430	Marshall Campbell	$ 161.36	
10/30/2025	7946544-1797-9	Waste Management	$ 31.91	
10/31/2025	527593	NCL	$ 229.43	
10/31/2025	23341	Blue Water Fuel	$ 68.03	
10/31/2025	514499	St Clair County Rd Commission	$ 18,316.72	
10/31/2025	2508	City of Algonac- Admin	$ 567.32	
11/1/2025	10/2-11/1	Verizon	$ 38.30	
11/4/2025	November	Technical Professional	$ 75.00	
11/4/2025	264806	CulMac	$ 2,821.50	
11/4/2025	4516	BioTech	$ 40,154.40	Sludge
11/5/2025	51694/1	Lumberjack	$ 17.99	
11/5/2025	4248792822	Cintas	$ 87.95	
11/6/2025	25-0805	Mechanical Services, llc	$ 1,900.00	
11/10/2025	12/1-12/31	Blue Cross	$ 4,919.52	
11/10/2025	10001442061780	Quickbooks	$ 233.00	
11/10/2025	43453-258379	Paragon Lab	$ 1,343.00	
11/12/2025	4249540071	Cintas	$ 44.94	
		TOTAL	**$ 93,778.67**	

* Signifies invoice has already been approved by board.