



To: Board Members Date: June 6, 2024

From: Nicholas Noce, Executive Director

Subject: **Regular Board Meeting – Thursday, June 13, 2024@ 9:00 a.m.
Board Room, 475 Norris Drive**

AGENDA ITEMS:

1. Personnel Items:

- There is an item on the Agenda marking the retirements of Robert Weston. We appreciate his many years of dedicated service to the Authority and wish him a happy and fulfilling retirement.
 - Provisional Appointment of Marcia Conti to the title of Programmer Ananlyst in the Information Technology Department. Ms. Conti has over ten years of programming experience. A recommendation memorandum is enclosed for Board review.
 - Promotional Appointment of Erich Carlton to the title of Senior Plant Mechanic in the Production/Transmission Department. Mr. Carlton has been with the Water Authority for ten years and possesses the skills and knowledge to fuffill this position. See memorandum enclosed.
2. There is an item on the agenda for the purchase of one new 2024 Ford F-350 truck utilizing the Onondaga County Contract.
3. There is an item on the agenda to authorize the purchase of various electrical equipment and materials from Motion AI (f/k/a Kaman Automation, Inc.) through Monroe County Contract No. 0509-21 for Square D Products. Electrical equipment, variable frequency drives, and other electrical materials will be purchased as-needed for an estimated amount up to \$175,000 for the contract term June 1, 2024 through May 31, 2025.
4. There is an item on the agenda to authorize the execution of professional services agreements with five qualified firms to provide Coating Consulting Services. The services performed under this agreement will be used by our Engineering Department for consultation on protective coatings applied to water storage tanks and other structures in the system. Individual price proposals and schedules will be requested and authorized for each work order on an as-needed basis. The agreements will be for a term of five years. A committee has reviewed all of the qualification statements submitted and

recommend agreements be executed with the following firms: Corrosion Probe, Inc., Greenman – Pedersen (GPI), Inc., H2M Architects + Engineers, Tank Industry Consultants (TIC), and Wendel.

5. Approval of renewal of Excess Liability Insurance Coverage, as submitted by Arthur J Gallagher.
6. Approval of membership renewal to Greater Rochester Enterprise (GRE).

AUDIT COMMITTEE REPORTING

7. Acceptance of the Independent Auditor's Report on the financial statements for the Deferred Compensation Plan for the Employees of the Monroe County Water Authority for year ending December 31, 2023.
8. Approval of the amended Deferred Compensation Model Plan.
9. Approval of the Accounting Policies and Procedures Manual, as revised and presented.
10. The Authority's standard procurement compliance resolution.

There may be additional items placed on the Agenda not finalized for this mailing.

BOARD DISCUSSION/NOTIFICATION ITEMS

- In Board Folders for Review:
 - Routine Monthly Informational Reports and/or Updates

There may be additional items presented for discussion and/or notification.

NN/dlh
Enclosures

cc: Executive Staff



Memorandum

To: Nicholas Noce, Executive Director

Date: June 3, 2024

From: Justin Moore, Manager of Information Technology

Subject: Recommendation to Hire


Copies: D. Hendrickson

I would like to recommend the provisional appointment of Marcia Conti to the position of Programmer Analyst in the Information Technology Department.

Marcia holds a Master's Degree in Management Information Systems from the University of Rochester Simon School. She also brings ten plus years of programming experience to the Water Authority. Marcia interviewed favorably, and was the candidate selected for the position.

Marcia's appointment will be effective June 17, 2024 with an annual salary of \$97,136.00.

(Dis)Approved:  6/5/24
Deputy Executive Director Date

(Dis)Approved:  6/5/24
Executive Director Date

Board Resolution: _____



Monroe County Water Authority

Memorandum

To:	Nicholas A. Noce	Date:	June 6, 2024
From:	Christopher J. LaManna, P.E.	File:	Personnel
Subject:	Recommendation for Promotional Appointment - Senior Plant Mechanic Erich Carlton	Copies:	D. Hendrickson L. Magguilli N. Satter

I recommend the non-competitive promotional appointment of Erich Carlton to the position of Senior Plant Mechanic in the Production and Transmission Department. The Department has a need for this position in the Mechanical Maintenance group based at the Shoremont Water Treatment Plant. Mr. Carlton has been with the Authority since 2014 and has performed well. He has the required experience and has demonstrated the capabilities necessary to meet the requirements of the Senior Plant Mechanic position.

If approved at the June 13, 2024 Board meeting, Mr. Carlton's appointment to Senior Plant Mechanic will be effective June 17, 2024 at an hourly rate of \$43.10.

Approved:

Christopher J. LaManna
Director of Production and Transmission

6/6/24
Date

~~(Dis)Approved:~~

Nicholas A. Noce
Executive Director

6/7/24
Date

Board Resolution: _____



MONROE COUNTY WATER AUTHORITY

P.O. Box 10999 • 475 Norris Drive • Rochester, N.Y. 14610-0999

Phone: (585) 442-2001 Fax (585) 442-0220

MEMORANDUM

To: Scott Nasca, Chairman & MCWA Board Members
From: Amy Molinari, Director of Finance and Business Services
Date: June 6, 2024
Subject: Insurance Premium Renewals for 2024/2025

Listed below is a summary of the renewal insurance premiums for the recommended liability and operational coverage for the period July 1, 2024 through June 30, 2025.

To Be Placed With Broker Arthur J Gallagher (formerly M&T Insurance Agency, Inc.)

	2023-2024 Premium	2024-2025 Quoted Premium	Change
Package:			
Property, Equipment Breakdown & TRIA	\$ 285,637.00	\$ 369,586.00	
Risk Engineering Resource Fee	250.00	250.00	
General Liability	65,502.00	52,632.00	
Inland Marine	8,066.00	1,424.00	
Commercial Auto	86,670.00	100,200.00	
NYFF & Commercial Auto (NY Motor Vehicle Fee)	4,326.54	6,017.73	
	<u>450,451.54</u>	<u>530,109.73</u>	
Crime	6,151.00	6,267.00	
Difference In Conditions	46,334.75	47,932.50	
Pollution/Environmental Liability	19,128.39	19,662.70	
OCP	216.00	250.00	
Cyber	54,403.27	43,162.88	
Public Officials & Employment Practices Liability	36,811.00	19,632.00	
Travel Accident	1,000.00	1,000.00	
Aviation Unmanned Aircraft Systems	2,838.00	2,838.00	
Umbrella & TRIA	37,687.00	30,725.00	
	<u>655,020.95</u>	<u>701,579.81</u>	
Total Premium	\$ 655,020.95	\$ 701,579.81	
Broker Fee	60,000.00	60,000.00	
Grand Total	<u>\$ 715,020.95</u>	<u>\$ 761,579.81</u>	6.51%

Additional Excess Liability Coverage

	2023-2024 Premium	2024-2025 Quoted Premium	
Excess \$10M x/s \$10M	101,382.43	139,253.00	
Excess \$5M x/s \$20M	34,000.00	36,720.00	
Excess \$10M x/s \$25M	47,154.38	55,013.44	
Excess \$15M x/s \$35M	44,260.75	48,321.56	
	<u>\$ 226,797.56</u>	<u>\$ 279,308.00</u>	23.15%



Insurance | Risk Management | Consulting

Gallagher's Response to Request for Quotations

Monroe County Water Authority

April 12, 2024

Anthony Lutrario

Area Senior Vice President

100 Meridian Centre Blvd, Rochester, NY 14618

585-298-5773 | Anthony_Lutrario@ajg.com



Monroe County Water Authority

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Monroe County Water Authority

Executive Summary

We would like to thank you once again this year for allowing Arthur J. Gallagher Risk Management Services, LLC "Gallagher" to participate in the Monroe County Water Authority's Request for Proposal for your commercial property and casualty program.

The following is a list of all the policies Gallagher has quoted for the Monroe County Water Authority in this proposal.

- Property
- Equipment Breakdown
- General Liability
- Employee Benefits Liability
- Inland Marine
- Auto Liability/Physical Damage
- Umbrella
- Public Officials Liability
- Employment Practice Liability
- Flood and Earthquake
- Crime
- Pollution Liability
- Travel Accident
- Difference in Conditions (Excess Flood and Earthquake)
- OCP
- Aviation
- \$10 xs 10M Excess Umbrella
- \$5M xs 20M Excess Umbrella
- \$10M xs 25M Excess Umbrella
- \$15M xs 35M Excess Umbrella

We wish to extend our thanks to the staff of Monroe County Water Authority for their cooperation, and assistance extended to us during this marketing efforts. Gallagher looks forward to the opportunity to continue doing business with Monroe County Water Authority.

Sincerely,

Anthony Lutrario
Area Senior Vice President

Instructions and General Guidelines

1. Submission of Quotations:

Quotations are to be submitted based on specifications furnished. Those quoting are afforded the opportunity to submit in a separate communication any recommendations for improvement to insurance program. The specifications on the attached pages are to be considered a minimum.

A written statement of qualifications for servicing the insurance needs of MCWA should be included. The statement should include a description of the organization, qualified personnel and the method of servicing and expediting claims.

All quotations must be firm until ninety (90) days after the respective coverages.

Ninety (90) days written notice of cancellation, or non-renewal to MCWA is requested with respect to each policy, in the event the Insurer wishes to amend, cancel or nonrenew any policy.

Gallagher started as a single office in Chicago in 1927 and became a publicly traded company (NYSE: AJG) in 1984. Today, Gallagher is one of the world's largest brokerage, risk management and consulting firms with over \$9.5B in total adjusted brokerage and risk management revenues and more than 52,000 people working in 860+ offices across 150+ countries. Our team provides a full spectrum of specifically tailored risk management products and solutions for complex operations. Gallagher's history is a compelling story of the insurance business, to learn more visit ajg.com/about-us.

The graphic is a collage of information about Gallagher. It features a central world map titled "Our Network of Offices" with blue dots indicating office locations. To the left, there are four colored boxes: a blue box with "About Gallagher", a dark blue box with "FOUNDED IN 1927", an orange box with "\$9.5B TOTAL ADJUSTED BROKERAGE & RISK MANAGEMENT REVENUES (2023)", and a dark blue box with "SOCIAL RESPONSIBILITY" and a list of focus areas: "COMPANYWIDE FOCUS ON ETHICAL CONDUCT, EMPLOYEE HEALTH AND WELFARE, ENVIRONMENTAL INTEGRITY AND COMMUNITY SERVICE". To the right of the map are two more boxes: an orange one with "860+ OFFICES GLOBALLY" and a green one with "52,000+ EMPLOYEES WORLDWIDE". On the far right, there is a photograph of two women in business attire standing by a window, with the text "THE GALLAGHER WAY" overlaid at the bottom.

Monroe County Water Authority

Mission Statement

We are an international Sales and Marketing company that plans and administers cost-effective, differentiated Property/Casualty and Human Resource risk management programs as brokers, consultants, and third-party administrators. Our mission is to:

- Provide superior, cost-effective risk management products and services that meet the ever-changing needs of our current and prospective clients, while continuing to strive for the highest professional excellence in the delivery of those products and services.
- Provide our employees with an opportunity for professional growth, personal satisfaction, and financial security.
- Build and maintain long-lasting, consistent, honest, and profitable relationships with our insurance markets, which we recognize play a crucial role in meeting our clients' risk management needs.
- Grow shareholder value by increasing our client base, dedicating ourselves to increased productivity, profitability, and professionalism resulting in long-term earnings-per-share growth.

We will accomplish our mission with the kind of leadership that will ensure perpetuation of our corporate culture. We will also adhere to rigid moral and ethical standards in all of our dealings as we look to the challenges of the future with confidence in our ability to create and maintain a Gallagher team that is the very best at what we do.

Gallagher is comprised of several divisions; all working synergistically to provide you with the best services possible depending on your unique needs.

RETAIL



Insurance | Risk Management | Consulting

REINSURANCE



CLAIMS



WHOLESALE



UNDERWRITING



ALTERNATIVE RISK



Monroe County Water Authority

Your Gallagher Team



Anthony Lutrario

*Area Senior Vice President
Rochester, NY
Joined Gallagher in 2022
Started in Insurance in 2011*

Anthony is the Rochester Area Senior Vice President and a leading Sales Executive. He specializes in developing strategies to manage complex insurance programs and risk transfer strategies to a wide array of businesses. He is known in the Rochester business community for delivering unprecedented personalized guidance and attention to his clients. Over the past seven years with M&T Insurance Agency/Gallagher, Anthony and the Rochester Team have built one of the largest P&C Brokerages in Upstate NY. The Rochester office is proud to serve over 60 large clients, and manages \$40MM in annual premiums for those customers. Throughout his career, Anthony has developed some of the leading Risk Transfer methods that focus on insulating his clients from 3rd party liabilities. In 2018, Anthony published a Workers' Compensation manual that continues to provide detailed, technical information for his peers within his industry. Anthony is a Rochester native and resides in Spencerport, NY.

Anthony began his career at the Paychex Insurance Agency in 2011. He quickly ascended as the Top Producer for Paychex within his first two years of being part of their organization.

Brown & Brown recruited Anthony in 2013, where he spent 5 years developing his skills to become one of their Top Producers in the country. Continually achieving Top Producers awards each and every year throughout his tenure.

M&T Insurance Agency then recruited Anthony in 2017. He started his position as their Vice President (P&C Broker) and seconded as their Director of Training & Development in 2018. In November of 2022, the M&T Insurance Agency was acquired by Gallagher Insurance.



Mark Ward

*Client Service Executive. P&C Business
Buffalo, NY
Joined Gallagher in 2022
Started in Insurance in 1988*

Mark works directly with clients with a focus on incorporating Gallagher's unique CORE360™ comprehensive approach of evaluating Client's risk management program. This approach leverages our analytical tools and diverse resources for customized, maximum impact on the cost drivers of a client's total cost of risk.

By helping our clients understand all of their actual and potential costs, and the strategic options to reallocate these costs, our Clients become empowered to know, to control and to minimize their total cost of risk and improve their profitability. He manages client relationships to ensure top-level service. Mark is responsible for the day-to-day primary oversight of the client's program, including coordination of client/carrier/broker services, claims, loss control, contractual, and coverage needs.

Mark began his career with Royal Insurance Company as a Property/Casualty Underwriter. He joined Fireman's Fund as a Senior Workers' Compensation Underwriter. Mark joined Merchants Insurance Group as a Senior Underwriter and was then promoted to Home Office Product Management Specialist. In 2005, Mark joined M&T Insurance Agency as Risk Management Specialist and joined Gallagher in 2022.

Monroe County Water Authority



Margaret Maloney

*Senior Client Service Manager
Rochester, NY
Joined Gallagher In 2022
Started in Insurance in 2013*

Margaret Maloney is a Senior Client Service Manager. She ensures top-level service through customized insurance solutions. Margaret is responsible for the day-to-day primary oversight of the client's program, including coordination of client/carrier/broker services and coverage needs.

Margaret began her career in 2013 and joined Gallagher in 2022 through a merger with M&T Insurance Agency. Margaret specializes in construction and captive insurance.

Margaret received her bachelor's degree from Buffalo State College. She has her NYS Property & Casualty license and Construction Risk and Insurance Specialist Designations (CRIS).



Richard Jachim

*Claims Advocate | National Risk Control
Syracuse, NY
Joined Gallagher in 2022
Started in Insurance in 1990*

Richard Jachim brings more than three decades of insurance experience to his clients. He offers strong customer service, technical and presentation skills to the team.

Richard started his career with Liberty Mutual Insurance, where he held various positions in personal and commercial lines claims over the course of 28 years. Rick has experience in property, automobile, general liability and bodily injury claims and held a number of management and leadership roles over the years.

Rick earned his bachelor's degree from LeMoyne College.



Timothy Domanico

*Senior Risk Control Manager | National Risk Control
Syracuse, NY
Joined Gallagher in 2022
Started in insurance in 2002*

Timothy Domanico brings more than 22-plus years of risk management experience to the team. Tim is part of Gallagher's National Risk Control team, which provides claims and loss control support to Gallagher clients. Tim has risk control experience focusing on manufacturing, real estate, transportation, healthcare, and financial institutions.

Tim began his insurance career at The Hartford Insurance Group. Tim served in several roles while there including as a senior loss control representative for in the New York marketplace for his first 10 years with the Hartford. His final three years, he worked as the loss control manager for the Hartford's New York City regional offices. In these various roles, Tim was responsible for developing and providing tailored safety presentations, industrial hygiene, return to work programs, driver training, and

Monroe County Water Authority

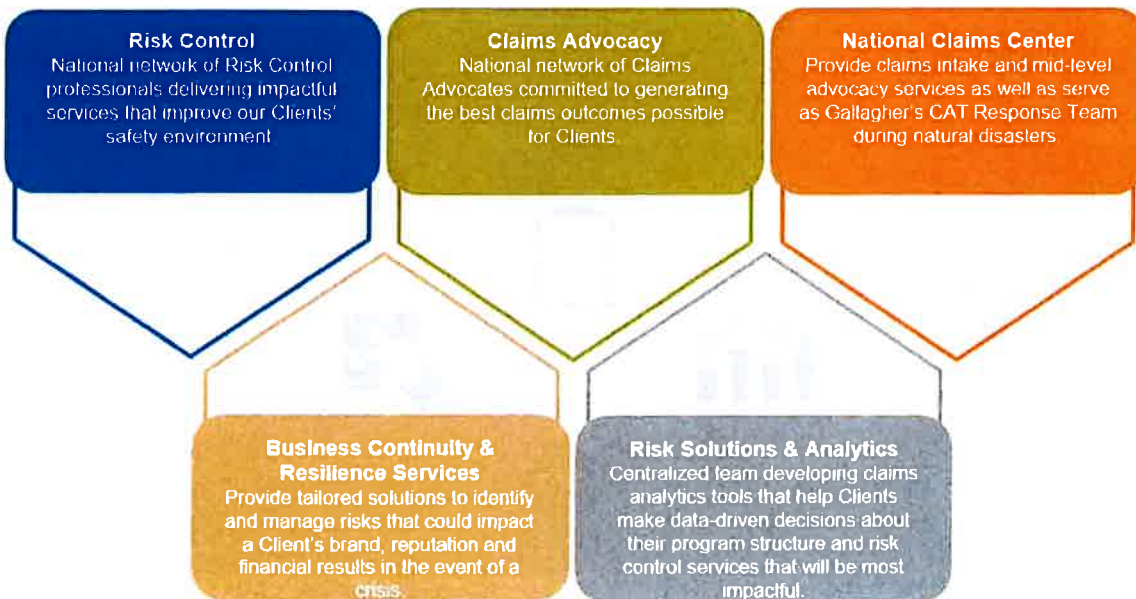
machine safeguarding audits. He also provided consultation with clients on National Fire Protection Association (NFPA) and Department of Transportation (DOT) compliance.

Tim is certified as a New Yorks State Department of Labor Workplace Safety & Loss Prevention Consultant, as he authorized to conduct New York State Code Rule 59 surveys. Tim is a member of the Central New York Chapter of the American Society of Safety Engineers. Tim holds a bachelor's degree in occupational health and safety from Keene State College in New Hampshire.

National Risk Control: Claims Advocacy & Claims Center

When it comes to claims prevention and the actual event of navigating through the life of a claim that occurs, Gallagher's National Risk Control team has you covered. Gallagher National Risk Control is comprised of experts focused on claims, risk control, financial analysis, and highly protected risk. Our team is dispersed across the country, has experience across all industries, and has in-depth knowledge of current and emerging safety and health regulations, and operational exposures. Using data analytics and deep industry experience, our team will respond with a sense of urgency to achieve the best outcomes for you.

It is essential to have a strategic approach to reduce losses and minimize your total cost of risk. When a claim occurs, it is equally important to have an effective advocate on your side. Our comprehensive suite of risk services is founded on a data-driven analysis of your business needs and an unwavering commitment to partnership.



Claims Services

Gallagher's claim professionals have vast expertise across all lines of coverage and industries. With an average of 20 years of experience, our staff consists of more than 150 claims professionals across the country delivering superior claims services to our clients. With this level of bench strength, we can match the right advocate to the right claim, thereby assuring the best possible outcome for MCWA. Below are a few of our key services:

Claims Advocacy

Monroe County Water Authority

We can provide technical expertise in all aspects of the claims discipline for all lines of coverage brokered by Gallagher. Our job is to ensure you receive the highest level of service from your carriers and that coverage is interpreted in your best interest. We address your coverage questions as they arise and aggressively advocate on your behalf when necessary. We also:

- Intervene on claims involving coverage issues and reservation of rights letters
- Advocate on your behalf if there is a dispute regarding the extent or value of the loss
- Advise on selection of defense counsel
- Work with claims adjusters to pursue the best defense strategy

Initial Claim Reporting

Reporting claims promptly to insurance carriers is essential in obtaining the most desirable result. For the majority of routine claim occurrences, you may want to report directly to the carrier. However, for claims that require our immediate involvement, we provide alternative methods so our claims professionals can quickly engage.

Claims Reviews

We recommend that our claims team participate in all carrier claim reviews. When we do, we participate with the goal of driving claims to a proper and timely conclusion. We make certain that claims are resolved with the most beneficial outcome for our client. Depending on MCWA's level of claim activity, we would propose that initially these be performed on a quarterly basis, during which we will:

- Agree on a schedule for the reviews with you and your carrier
- Coordinate the type of review, in person or remote via Teams, Zoom, WebEx, etc.
- Secure a location for the review, and identify files to be reviewed, all in coordination with your team
- Participate in the claim reviews to provide value-added expertise
- Deliver a summary of claim reviews time frames

We have developed a number of internal systems to track and review claims information. We request loss runs from the carrier on a quarterly basis, or have the ability to pull loss runs directly from the carrier system, and we stratify the losses based on claim amount and type of claim.

Large Loss Consultation

Our claims consultants assist in the evaluation and strategic planning of high exposure and complex claims. We possess the high level of claims expertise and knowledge to solve problems and deliver optimal results. Once these claims are identified, our claims team immediately engages the adjuster and, if required, upper management. We continue to consult on the claim until it is resolved as efficiently as possible, with the best possible outcome.

Catastrophe Claims Centers

During natural disasters (e.g., hurricanes and wildfires) and other catastrophes (e.g., power outages, active assailant), Gallagher leverages our network of U.S. Claims Centers to assist our clients in reporting claims, provide guidance, and continually support clients through claim resolution. This often includes offering extended hours of operation for clients and dedicating a team of claims professionals to serve as the first point of contact for clients that are affected by the event.

Loss Runs and Stratification Report

Gallagher's Analytics team can provide claims statistical information in easy-to-read charts and graphs. This information can help you understand your loss experience from a statistical perspective, providing you valuable information to address claim trends for risk control planning.

Claims reporting Reference guide (Claims Kit)

Claims reporting can sometimes be a confusing or overwhelming process. That's why our claim experts created a Claims Reporting Reference Guide. Because processes can be varied, the guide itself is broken down into various coverages, such as workers' compensation, cyber, equipment breakdown, professional liability, etc., with important definitions and step-by-step instructions detailed so that nothing is overlooked or forgotten, and you stay protected.

Monroe County Water Authority

As a bonus, various sample forms are included, such as employer's first report of injury form, accident/incident investigation report, witness statement, and property damage report form, just to name a few, so that you can familiarize yourself with the expectations and paperwork ahead of time. Accidents are never planned and it's always best to be prepared.

Third-Party Administrator (TPA)

In some cases, clients opt to hire a third-party administrator or TPA to manage their claims. If applicable, Gallagher will assist MCWA with the RFP/RFQ process to make sure that the TPA selected is a proper match for your needs. Our focus is to find the most cost-effective manner to get your claims resolved by helping you select and work with a TPA that will provide the highest level of attention and quality. We assist in the process by:

- Helping to define the scope of TPA involvement in your claims
- Working with you to develop a needs analysis and creating a targeted RFP to find a TPA that matches your needs
- Reviewing the RFP responses and recommending the best TPA for your needs

Special Handling Instructions

Developing meaningful Special Handling Instructions for your TPA will help you maintain insight into how your claims are handled, as well as provide you the opportunity to participate in key decisions. It is an important tool when you hire a new TPA, as well as for a legacy TPA that continues to work on older claims. Gallagher will work with you and your carrier to create these instructions designed to help manage the relationship and claims expectations. Some examples may include:

- Notification of a large increase in reserve
- Providing a report before resolving a disputed claim
- Consultation before assigning surveillance on a workers' compensation claim
- Round-table discussions on denied claim
- Monthly reports to include new claims and updates on existing claims

Workers' Compensation Reserve Review

An alarming percentage of employers are paying inflated workers' compensation premiums due to inaccurate experience ratings. When reserves are too high, the carrier will raise premiums to compensate for what they believe is a riskier book of business. Determining the correct amount of money needed for each claim file requires a combination of knowledge and experience. Our workers' compensation audit team has the experience and expertise to properly review your open workers' compensation claims for accurate reserving. Gallagher will conduct a reserve audit annually, focusing on opportunities to reduce reserves and ultimate exposure. We understand the importance of completing this process in a timely manner so it will be accurately reflected for your next annual premium.

Claim Advocacy

We can provide technical expertise in all aspects of the claims discipline for all lines of coverage brokered by Gallagher. Our job is to ensure you receive the highest level of service from your carriers and that coverage is interpreted in your best interest. We address your coverage questions as they arise and aggressively advocate on your behalf when necessary. We also:

- Intervene on claims involving coverage issues and reservation of rights letters
- Advise on selection of defense counsel
- Work with claims adjusters to pursue the best defense strategy

Monroe County Water Authority

Our Claims Consulting Model

Our highly skilled claim consultants will develop a claim service plan that controls and monitors claim management using the following tools:

EVALUATE <ul style="list-style-type: none">• Claims should be analyzed early for cost-effective management• Early Return to Work• PPO coordination and usage• Legal strategy and expense supervision	AUDIT <ul style="list-style-type: none">• Claims handling proficiencies• Audits to best practices• Cost targets• Year-over-year results• Grade your claim administrator	FACILITATE <ul style="list-style-type: none">• Resolution opportunities• Facilitate carrier responsiveness• Advocate on coverage problems• Coverage counsel referral, when necessary
LESSONS LEARNED <ul style="list-style-type: none">• Develop cost containment through strategy and planning• Measure success of third-party administrator and defense counsel	ESCALATE <ul style="list-style-type: none">• Facilitate carrier response with high-level executives• Deploy Gallagher executives for appeals to carriers, as necessary	TOOLS <ul style="list-style-type: none">• Benchmarking analytics• Stay-at-Work Program• iAuditor tool for safety compliance and claim defense

Monroe County Water Authority

2. Proposal of Insurance

Your Gallagher Team

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

<i>Service Team</i>	<i>Role</i>	<i>Email</i>	<i>Phone</i>
Anthony Lutrario Area Senior Vice President	Producer	Anthony_Lutrario@ajg.com	(585) 298-5773 (p)
Mark Ward Risk Management Specialist	Client Service Executive	Mark_Ward@ajg.com	(716) 651-4252 (p)
Margaret Maloney Senior Client Service Manager	Client Service Manager	Margaret_Maloney@ajg.com	(716) 961-7254 (p)
Mary Gifkins Client Service Associate Senior	Client Service Associate	Mary_Gifkins@ajg.com	(585) 258-8216 (p)
Tim Domanico Loss Control & Claims Manager	Loss Control Representative	Tim_Domanico@ajg.com	(315) 424-5115 (p)
Thomas Lynch Senior Claims Manager	Claims Advocate	Tom_Lynch@ajg.com	(315) 928 4980 (p)

Monroe County Water Authority

Named Insured

Named Insured	Package	Lead Umbrella	Owners & Contractors Protective	Aviation Unmanned Aircraft Systems	Cyber Liability	Environmental Liability	Difference in Conditions
Monroe County Water Authority	X	X		X	X	X	X
The People of the State of New York			X				

Named Insured	Crime	Business Travel Accident	Employment Practices Liability	10 xs 10M Excess Liability
Monroe County Water Authority	X	X	X	X

Named Insured	\$5 xs 20M Excess Liability	10 xs 25M Excess Liability	15 xs 35M Excess Liability
Monroe County Water Authority	X	X	X

OMNIBUS WORDING - Package - Automobile - Munich Re Specialty Insurance affiliate company, Employment Practices Liability - Munich Re Specialty Insurance affiliate company

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



Gallagher

Insurance | Risk Management | Consulting

Monroe County Water Authority

Market Review

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

Line Of Coverage	Insurance Company ** (AM Best Rate/Financial Strength)	Market Response *	Admitted
Package	Munich Re Specialty Group Insurance Services, Inc (A+ XV)	Recommended Quote	Admitted
\$10M Umbrella	Munich Re Specialty Group Insurance Services, Inc (A+ XV)	Recommended Quote	Admitted
Owners & Contractors Protective	American Alternative Insurance Corp (A XV)	Recommended Quote	Admitted
	American Alternative Insurance Corp (A+ XV)	Recommended Quote	Admitted
Aviation Unmanned Aircraft Systems	American Commerce Insurance Company (A XV)	Recommended Quote	Admitted
	Central States Ins Co of Omaha (A+ X)	Recommended Quote	Admitted
	Tokio Marine America Insurance Company (A++ XV)	Recommended Quote	Admitted
Cyber Liability	Houston Casualty Company (A++ XV)	Recommended Quote	Non-Admitted
Environmental Liability	Ascot Insurance Company (A XIII)	Recommended Quote	Non-Admitted
Difference in Conditions	Arch Specialty Insurance Company	Recommended Quote	Non-Admitted
Crime	Allmerica Financial Benefit Insurance Co (A XV)	Recommended Quote	Admitted
Employment Practices Liability (Public Officials Liability)	Munich Re Specialty Group Insurance Services, Inc (A+ XV)	Recommended Quote	Admitted
\$10 xs 10M Excess Umbrella	Allied World Assurance Company (U.S.), Inc	Recommended Quote	Admitted
\$5 xs 20M Excess Umbrella	Accident Fund Insurance Co of America	Recommended Quote	Admitted
\$10 xs 25M Excess Umbrella	Endurance American Specialty Ins Co	Recommended Quote	Non-Admitted
\$15 xs 35M Excess Umbrella	Travelers Excess and Surplus Lines Co	Recommended Quote	Non-Admitted

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

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

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***If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier, and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund. Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.



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Full Program Details

(Property, Inland Marine, General Liability, Automobile)

Carrier Information	Proposed
Policy Term	7/1/2024 - 7/1/2025
Carrier / A.M. Best Rating / Admitted/Non-Admitted	Munich Re Specialty Group Insurance Services, Inc (A+ XV, Admitted)

Package - Property

Premium & Exposures	Proposed
Premium	\$369,586.00
State-Imposed Taxes, Surcharges, & Fees	\$6,017.73
Risk Management Services Fee	\$250.00
Exposure / TIV	TIV : \$519,437,300
Building	\$400,997,200
Business Personal Property	\$118,440,100
Special Form Perils	Applies - Including Theft
Agreed Amount Endorsement	Included
Coinsurance	Removed

Coverages	Proposed
Subject to	\$300,000,000 Loss Limit
Blanket Building (Special Form including theft)	Applies
Blanket Business Personal Property	Applies



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Coverages	Proposed
Blanket Business Income	\$10,000,000
Extra Expense	\$10,000,000
Equipment Breakdown	\$100,000,000
Earthquake	\$10,000,000 – each occurrence
Flood Zone Low/Moderate (X C or unshaded X, B X500 or shaded X)	\$10,000,000 – each occurrence
Flood Zone High (A AE AH AO AR A99 A1-A30 V VE or V1-V30; pending price to add federal flood zones A and/or AE)	Excluded
Utility Services – Direct Damage	\$100,000
Newly Acquired or Under Construction Real Property (Coverage A) and Related Personal Property (Coverage B)	Coverage A: \$1,000,000 Coverage B: \$500,000
Debris Removal Expenses	25% + \$100,000
	\$300,000 is not an option Increase to \$250,000: A/P \$2,124 Increase to \$500,000: A/P \$14,869
Real Property or Personal Property in Transit or Off-Premises	\$100,000
Unintentional Errors	\$250,000
Fire Department Service Charge	\$25,000 Limit of Insurance
Fire Extinguishing Equipment Recharge Costs	"Necessary and Reasonable" per policy
Key and Lock Replacement	\$25,000
Ordinance or Law	
Coverage A: Undamaged Real Property	Coverage A: Limit of Insurance
Coverage B: Demolition	Coverage B and Coverage C: Greater of 100% of direct
Coverage C: Increased Cost	physical loss or \$1,000,000
Property of Other in Care, Custody Control	Included in Business Personal Property limit



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Coverages	Proposed
Valuable Papers and Records	\$500,000
Water Contamination Notification Expense	\$25,000 (annual aggregate)
Accounts Receivable	\$50,000
Pollution Remediation Expense (covered cause of loss)	\$25,000
Pollution Remediation Expense (specified cause of loss)	\$100,000
Preservation of Property	Included
Fine Arts	\$50,000 (Appraised); \$25,000 (unappraised – subject to \$1,500/item Max)
	To increase the Fine Arts limit, please provide a schedule.
Paved Surfaces	Included in Real Property
Outdoor Property	\$150,000
	Increase to \$250,000: A/P of \$117

Deductibles/SIR	Proposed
Property Deductible	\$50,000 – Per Occurrence
Equipment Breakdown Deductible	\$50,000 – Per Occurrence
Earthquake (\$) Deductible	\$100,000
Earthquake (%) Deductible	NA
Flood Zone Low/Moderate (\$) Deductible	\$100,000
Flood Zone High (\$) Deductible	NA
Wind/Hail \$ Deductible	NA

Endorsements (including but not limited to)
Form: Proprietary



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Exclusions (including but not limited to)
Earth Movement Exclusion
Government Action Exclusion
War Exclusion
Nuclear Hazard, Power Failure



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Package - Inland Marine

Premium & Exposures	Proposed
Premium	\$1,424.00

Standard Coverages	Proposed
Coverage A: Blanket Tools and Equipment: (Unscheduled, Maximum \$10,000 any one item)	\$250,000
Coverage B: Scheduled Equipment	\$1,580,638
Coverage C: Blanket Emergency Services Equipment:	Excluded

Additional Coverages	Proposed
Debris Removal Expenses	Max \$15,000 (per occurrence)
Employee Tools (no deductible applies)	Max \$25,000 (per occurrence)
Emergency Services and Law Enforcement Personal Effects (no deductible applies)	Replacement Cost
Blanket Tools and Equipment and Blanket Emergency Services Equipment	Replacement Cost or \$10,000 (per occurrence)
Scheduled Equipment	**Actual Cash Value or \$100,000 (per occurrence)
Newly Acquired Scheduled Equipment	30 days on Replacement Cost (not to exceed purchase price)
Personal Watercraft and Watercraft	**Replacement Cost or \$25,000 (per occurrence)
Rental Reimbursement for Scheduled Equipment	Max \$10,000 (per occurrence)
Unmanned Aircraft	Max \$25,000 (per occurrence)
Fire Department Charges	Max \$1,000 (per occurrence)
Fire Extinguishing Recharge Costs	Necessary and Reasonable Costs (extinguishing equipment must be for the protection of your inland marine equipment)



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Deductibles/SIR	Proposed
Deductible - Blanket Tools and Equipment	\$1,000
Deductible - Scheduled Equipment	\$1,000
Deductible - Blanket Emergency Services Equipment	NA
Deductible – Rented or Borrowed Equipment: Blanket Emergency Services Equipment	\$1,000
Deductible – New Acquired Scheduled Equipment	\$1,000
Deductible - Unmanned Aircraft	\$500
Fire Department Charges	None
Fire Extinguishing Recharge Costs	None

Valuations	Proposed
Replacement Cost	Coverage A: Blanket Tools and Equipment
Replacement Cost or Actual Cash Value	Coverage B: Scheduled Equipment
Guaranteed Replacement Cost	Coverage C: Blanket Emergency Services Equipment
Agreed Amount	



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Package - General Liability

Premium & Exposures	Proposed
Premium	\$52,632.00
Non-auditable	

Standard Coverages	Proposed
General Aggregate Limit	\$3,000,000
Each Occurrence Limit	\$1,000,000
Products-Completed Operations Aggregate Limit	\$3,000,000
Damage to Premises Rented to You Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Medical Payments	\$10,000
Abuse or Molestation Liability	\$1,000,000 Each Act
Abuse or Molestation Liability	\$1,000,000 Aggregate
Abuse or Molestation Liability - Special Supplementary Payment Limit	\$10,000

Additional Coverages	Proposed
Watercraft	Owned & Non-owned Watercraft
Broadened Pollution for Municipal Exposures	Including, but not limited to potable water, water/wastewater treatment chemicals, chemicals for swimming pools, road salt or similar substances, urgent response for the protection of human life, training operations, pesticides/herbicides

Deductibles/SIR	Proposed
Deductible	\$25,000 (each occurrence)



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Defense Limitations	Proposed
General Liability	Defense Costs In Addition to Limits

Form Type	Proposed
Form Type - General Liability, Employee Benefits Liability	Occurrence
Form Type - Abuse or Molestation Liability	Occurrence

Other Significant Terms and Conditions/Restrictions:

Description

Carrier : Munich Re Specialty Insurance affiliate company

Risk Management Services Fee & State-Imposed Taxes, Surcharges, & Fees Shown Under Property

Terrorism Premium Included at No Charge



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Public Officials & Management Liability

Carrier Information	Proposed
Policy Term	7/1/2024 - 7/1/2025
Carrier	Munich Re Specialty Group Insurance Services, Inc
A.M. Best Rating	A+ XV
Admitted/Non-Admitted	Admitted
Payment Plan	Premiums are due 25 days from inception to One80 Intermediaries.
Payment Method	Agency Bill

Premium & Exposures	Proposed
Premium	\$19,632.00
TRIA	Included
Minimum Type	None
Estimated Cost	\$19,632.00

Standard Coverages	Proposed
Coverage A: Wrongful Acts	\$1,000,000 – Each Wrongful Act or Offense
- Employment Practices	Included
- Employee Benefits Liability	Included
Coverage B: Injunctive Relief	\$25,000 – Each Action
Aggregate Limit	\$3,000,000 – Coverage A & B Combined
Wage and Hour Laws – Defense Expenses	\$50,000 Per Claim – outside limit

Additional Coverages	Proposed
Wage and Hour Claim Defense Costs	Aggregate sublimit



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Deductibles/SIR	Proposed
Deductible - Employment Practices Liability	\$50,000 - Each Wrongful Act or Offense
Deductible - Wrongful Act	\$50,000 - Each Wrongful Act or Offense

Defense Limitations	Existing	Proposed
Applies\ Other	The Limits of Liability and any retention(s) shall be reduced, and any may be completely exhausted, by amounts incurred as defense costs. In the event the limits of liability are exhausted by the payment of defense costs, we will not be liable for the payment of defense costs or for the amount of any judgement or settlement after the limits of liability have been exhausted	Defense Costs Outside the Limits of Liability

Form Type	Proposed
Form Type	Wrongful Acts: Claims-Made; Employment Practices: Claims-Made; Employee Benefits Liability: Claims-Made
Retroactive Date	Wrongful Acts: Retro Date 7/1/2000; Employment Practices Retro Date: 7/1/2000 Employee Benefits Liability Retro Date: 7/1/2024

Claims Made Disclaimer
Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within ([Days To Extend]) days of the expiration date. The cost of this extended reporting period is [Percent Cost]% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within ([Days To Report]) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.



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Other Significant Terms and Conditions/Restrictions:

Description
Risk Management Services Fee & State-Imposed Taxes, Surcharges, & Fees Shown Under Property
CARRIER: Munich Re Specialty Insurance affiliate company
Terrorism Premium \$ Included at No Charge



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Package - Automobile

Premium & Exposures	Proposed
Premium	\$100,200.00
Minimum Type	None

Standard Coverages (Symbol)	Proposed
Combined Single Limit for Bodily Injury & Property Damage (each accident) (1)	\$1,000,000
Hired Auto Liability (Included)	\$1,000,000
Non-Owned Auto Liability (Included)	\$1,000,000
"No-Fault" or Statutory Personal Injury Protection (each person) (5)	\$50,000
Medical Payments (2)	\$10,000
Uninsured / Underinsured Motorists (6)	\$1,000,000
Hired Physical Damage (8)	\$50,000
Owned Physical Damage – Comprehensive (2)	ACV
Owned Physical Damage – Collision (2)	ACV

Additional Coverages	Proposed
Broadened Named Insured	Included
Employees/Volunteers as Insureds	Included
Loss of Earnings	@ \$500/day
Loss of Use Increased to	\$500/day
Transportation Expenses	up to \$1,500 for Temporary Transport
Personal Effects	Up to \$500
Rental Reimbursement	up to \$3,000 (any one auto)
Commandeered Auto Coverage	Included



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Additional Coverages	Proposed
Tapes, Records and Discs Coverage	@ \$500
Personal Effects of Emergency Response Operation Employees or Volunteers	@ \$10,000
Rental Reimbursement	Emergency Vehicles @ \$250/day for up to 30 days
Substitute Emergency Vehicles	up to \$250,000
Limited Deductible Reimbursement for Employee's or Volunteer's Personal Auto	up to \$1,000 (any one auto)

Deductibles/SIR	Proposed
Comprehensive	\$2,500 ; \$5,000
Collision	\$2,500 ; \$5,000
Deductible - Commandeered Auto Coverage/ Commandeered Emergency Vehicles	\$500
Deductible - Limited Deductible Reimbursement for Employee's or Volunteer's Personal Auto	up to \$1,000 (any one auto)
Deductible - Newly Acquired Emergency Vehicle	up to \$500,000 (deductible applies)

Other Significant Terms and Conditions/Restrictions:

Description
<p>Terrorism Premium Included</p> <p>We require that the insured perform MVR reviews a minimum of annually on all drivers and prior to hiring new drivers. By accepting this quotation, the insured confirms that they have in place or agree to adopt driver selection procedures and safe driving standards that include specific violation conditions indicating when an employee will not be allowed to operate entity vehicles or motorized equipment. These procedures can be subject to loss control review.</p> <p>Replacement Cost for emergency vehicles ten (10) model years old or newer and police vehicles 5 model years old or newer</p> <p>Risk Management Services Fee & State-Imposed Taxes, Surcharges, & Fees Shown Under Property</p>



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Owners & Contractors Protective

Carrier Information	Proposed
Policy Term	7/1/2024 - 7/1/2025
Carrier	American Alternative Insurance Corp
A.M. Best Rating	A XV
Admitted/Non-Admitted	Admitted
Payment Plan	Premiums are due 25 days from inception to One80 Intermediaries.
Payment Method	Agency Bill

Premium & Exposures	Proposed
Premium	\$250.00
TRIA	Included
Estimated Cost	\$250.00

Standard Coverages	Proposed
General Aggregate Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000

Form Type	Proposed
Form Type	Owners & Contractors Protective



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Aviation Unmanned Aircraft Systems

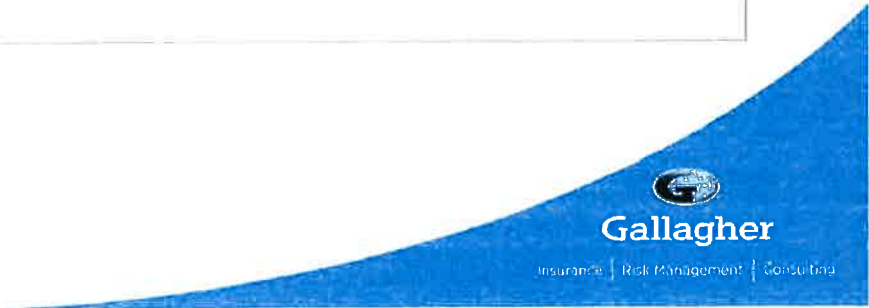
Carrier Information	Proposed
Policy Term	7/1/2024 - 7/1/2025
Carrier (A.M. Best Rating, Admitted/Non-Admitted)	American Alternative Insurance Corp (A+ XV, Admitted) American Commerce Insurance Company (A XV, Admitted) Central States Ind Co of Omaha (A+ X, Admitted) Tokio Marine America Insurance Company (A++ XV, Admitted)
Payment Plan	100% of the Annual Premium Due on Inception

Premium & Exposures	Proposed
Premium	\$2,838.00
TRIA	Included
Estimated Cost	\$2,838.00

Standard Coverages	Proposed
Limit	See Aircraft Schedule

Additional Coverages	Proposed
Expenses for Medical Services	\$5,000 each occurrence
Aviation Personal And Advertising Injury Liability	\$10,000,000 each occurrence/aggregate
Fire Legal Liability	\$100,000 each occurrence

Endorsements (including but not limited to)
Aviation Insurance Policy Unmanned Aircraft Systems (UAS Policy Form)
Additional Insured - A121
Amendment of Defined Terms - A125



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Endorsements (Including but not limited to)
Expenses for Medical Services - C036 - \$5,000 each occurrence
Liability for Sale of Aircraft, Aircraft Parts or Services - C039
Terrorism (TRIA) Coverage - Liability Only - C056
Aviation Personal And Advertising Injury Liability - C061 - \$10,000,000 each occurrence/aggregate
Premises Coverage - C064
Fire Legal Liability - C066 - \$100,000 each occurrence
Expanded Contractual Liability Endorsement - C095
Non-Owned Aircraft Liability - UnManned Aircraft System - N004
TRIA Disclosure - D004
New York Amendatory - S029

Exclusions (Including but not limited to)
Electronic Data Recognition Exclusion Limited Coverage - C025
Limited Liability War Exclusion Limited Coverage - C022
Electronic Data Event Liability Exclusion - E041



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Aircraft Schedule			
FAA Number	FA33FF9PLW	NON-OWNED LIABILITY	
Serial Number	OAXCE960A30753	ANY UNMANNED AIRCRAFT	
Aircraft Make	DJI INNOVATIONS	SYSTEM THAT DOES NOT	
Aircraft Model	PHANTOM 4 PRO	EXCEED 55LBS IN WEIGHT	
Aircraft Year	2022	0+0	
Seats Crew + Passenger	0+0	UAS	
Use	UAS	July 1, 2024	Coverage Totals
Unit Inception Date	July 1, 2024		
Hull Value			
Hull Rate			
Hull Premium	Not Covered	Not Covered	
Hull War Rate			
Hull War Premium	Not Covered	Not Covered	
Liability Limit	\$10,000,000	\$10,000,000	
Passenger Liability	Excluded	Excluded	
Liability Premium	\$2,365	Included	\$2,365
Passenger War Liability	Included	Included	
Third Party War Limit	\$10,000,000	\$10,000,000	
Third Party War Basis	Aggregate	Aggregate	
Third Party War Premium	Included	Included	
Personal Injury Limit	\$10,000,000	\$10,000,000	
Personal Injury Premium	\$473	Included	\$473
Medical Limit	\$5,000	\$5,000	
Medical Premium	Included	Included	
Deductible In Motion	Not Applicable	Not Applicable	
Deductible Not In Motion	Not Applicable	Not Applicable	
Total Annual Premium	\$2,838	\$0	



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Cyber Liability

Carrier Information	Proposed
Policy Term	7/1/2024 - 7/1/2025
Carrier	Houston Casualty Company
A.M. Best Rating	A++ XV
Admitted/Non-Admitted	Non-Admitted
Payment Plan	Payment of premium is due 30 days from the effective date of coverage.
Payment Method	Agency Bill

Premium & Exposures	Proposed
Premium	\$41,215.00
Surplus Lines Tax	\$1,490.76
Stamping Office Fee	\$62.12
TAXES:	
- Carrier Fee/Policy Fee	\$195.00
- Broker Fee - RPS	\$200.00
Minimum Type	None
Estimated Cost	\$43,162.88

Standard Coverages	Proposed
Maximum Policy Aggregate Limit	\$5,000,000
Limits Per Insuring Agreement	See limits below
Third Party Liability Insuring Agreements (Claims Made and Reported Coverage)	See limits below
Multimedia Liability Coverage	\$5,000,000 / \$5,000,000
Security and Privacy Liability Coverage	\$5,000,000 / \$5,000,000



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Standard Coverages	Proposed
Privacy Regulatory Defense and Penalties Coverage	\$5,000,000 / \$5,000,000
PCI DSS Liability Coverage	\$5,000,000 / \$5,000,000
Bodily Injury Liability Coverage	\$250,000 / \$250,000
Property Damage Liability Coverage	\$50,000 / \$50,000
TCPA Defense Coverage	\$50,000 / \$50,000
First Party Insuring Agreements (Event Discovered and Reported Coverage)	See limits below
Breach Event Costs Coverage	\$5,000,000 / \$5,000,000
Post Breach Remediation Costs Coverage	\$25,000 / \$25,000
Brand-Guard™ Coverage	\$5,000,000 / \$5,000,000
System Failure Coverage	\$5,000,000 / \$5,000,000
Dependent System Failure Coverage	\$5,000,000 / \$5,000,000
Cyber Extortion Coverage	\$5,000,000 / \$5,000,000
Cyber Crime Coverage	See limits below
A. Financial Fraud Sublimit	\$250,000 / \$250,000
B. Telecommunications and Utilities Fraud Sublimit	\$250,000 / \$250,000
C. Phishing Fraud Sublimits	See limits below
1. Your Phishing Fraud Loss Sublimit	\$250,000 / \$250,000
2. Client Phishing Fraud Loss Sublimit	\$250,000 / \$250,000
3. Phishing Fraud Aggregate Sublimit (C.1. & C. 2 combined)	\$250,000
Cyber Crime Aggregate Limit (A., B., & C. combined)	\$250,000
Bricking Loss Coverage	\$5,000,000 / \$5,000,000
Property Damage Loss Coverage	\$50,000 / \$50,000
Reward Expenses Coverage	\$50,000 / \$50,000



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Standard Coverages	Proposed
Court Attendance Costs Coverage	\$25,000 / \$25,000
Brand-Guard™ Coverage: Period of Indemnity	6 months
System Failure Coverage: B. Non-Physical Business Interruption - Period of Restoration	6 months
Dependent System Failure Coverage: B. Non-Physical Business Interruption - Period of Indemnity	4 months

Additional Coverages	Proposed
Biometric Claims Sublimit – Each Biometric/Aggregate	\$250,000 / \$250,000

Deductibles/SIR	Proposed
Deductible: Aggregate Deductible	\$75,000
Deductibles shown below apply to each claim	
Deductible: Multimedia Liability Coverage	\$25,000
Deductible: Security and Privacy Liability Coverage	\$25,000
Deductible: Privacy Regulatory Defense and Penalties Coverage	\$25,000
Deductible: PCI DSS Liability Coverage	\$25,000
Deductible: Bodily Injury Liability Coverage	\$25,000
Deductible: Property Damage Liability Coverage	\$25,000
Deductible: TCPA Defense Coverage	\$25,000
Deductible: Breach Event Costs Coverage	\$25,000
Deductible: Post Breach Remediation Costs Coverage	\$25,000
Deductible: Brand-Guard™ Coverage	
Deductible: Waiting Period	2 weeks



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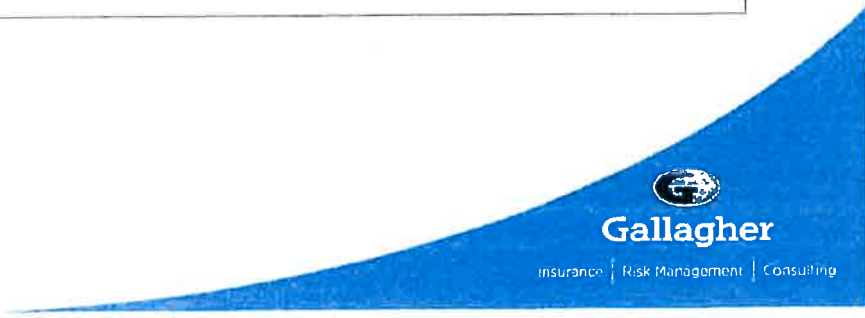
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Deductibles/SIR	Proposed
Deductible: System Failure Coverage	See limits below
Deductible: A. Data Recovery Deductible	\$25,000
Deductible: B. Non-Physical Business Interruption	See limits below
Deductible: Waiting Period	8 hours
Dependent System Failure Coverage	See limits below
Deductible: A. Data Recovery Deductible	\$25,000 - Each Claim
Deductible: B. Non-Physical Business Interruption	See limits below
Waiting Period	12 hours - Each Claim
Deductible: Cyber Extortion Coverage	\$25,000 - Each Claim
Deductible: Cyber Crime Coverage	\$25,000 - Each Claim
Deductible: Bricking Loss Coverage	\$25,000 - Each Claim
Deductible: Property Damage Loss Coverage	\$25,000 - Each Claim
Deductible: Reward Expenses Coverage	\$25,000 - Each Claim
Deductible: Biometric Claims	To match option selected

Form Type	Proposed
Form Type	Third Party Liability Coverage - Claims Made and Reported; First Party Coverage - Discovery
Retroactive Date	Third Party Liability Coverage - None; Full Prior Acts Coverage Biometric Claims - None; Full Prior Acts Coverage

Definition Of Claim:
Refer to policy form

Run Off Provisions:
Refer to policy form



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Incident/Claim Reporting Provision:

Refer to policy form

Claims Made Disclaimer:

Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within ([Days To Extend]) days of the expiration date. The cost of this extended reporting period is [Percent Cost]% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within ([Days To Report]) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.

Endorsements (including but not limited to)

NetGuard Policy - NGP 1000 (4.2020)

Amendment of Other Insurance Provisions: Excess Insurance - NGP1082-52020

Biometric Claims Sublimit - NGP1077-122023

Policyholder Disclosure Notice of Terrorism Insurance Coverage - NGP1076-42020

Service of Suit - NGP1075-42020

Exclusions (including but not limited to)

War and Cyber Operation Exclusion - NGP1109-102023

Nuclear Incident Exclusion - NGP1078-52020



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Environmental Liability

Carrier Information	Proposed
Policy Term	7/1/2024 - 7/1/2025
Carrier	Ascot Insurance Company
A.M. Best Rating	A XIII
Admitted/Non-Admitted	Non-Admitted
Payment Plan	Premium is due 25 days from inception to One80.
Payment Method	Agency Bill

Premium & Exposures	Proposed
Premium	\$18,952.00
NY State Tax	\$682.27
Stamping Fee	\$28.43
TRIA	Included
Minimum Type	Minimum Earned Premium
Minimum Amount	100.00%
Estimated Cost	\$19,662.70

Standard Coverages	Proposed
Coverage A Covered Location Pollution Liability	\$1,000,000
Coverage B Miscellaneous Pollution Liability	\$1,000,000
Coverage C Emergency and Crisis Management Costs	\$1,000,000
Coverage D Business Income and Extra Expense	\$1,000,000
Policy Aggregate	\$1,000,000



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Deductible/Hours/SIR	Proposed
Deductible: Coverage A Covered Location Pollution Liability	\$25,000
Deductible: Coverage B Miscellaneous Pollution Liability	\$25,000
Deductible: Coverage C Emergency and Crisis Management Costs	\$25,000
Deductible: Coverage D Business Income and Extra Expense - Waiting Period	72 Hours

Form Type	Proposed
Form Type	Claims Made

Definition Of Claim:
 Claim means a written or verbal demand, notice or assertion of a legal right alleging liability or responsibility on the part of the insured.

Run Off Provisions:
 Refer to the Policy Form

Incident/Claim Reporting Provision:
 Refer to the Policy Form

Claims Made Disclaimer:
 Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within ([Days To Extend]) days of the expiration date. The cost of this extended reporting period is [Percent Cost]% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within ([Days To Report]) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.



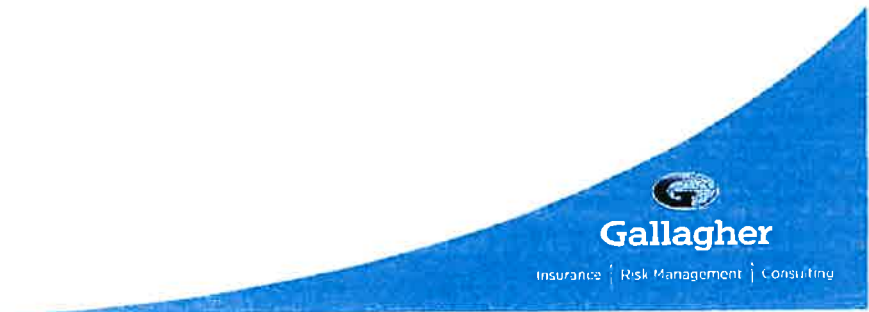
Monroe County Water Authority

Endorsements (including but not limited to)
Claim and Notice Reporting - EN AL PN 01 09 23
NY Surplus Lines Notice - INT N0001 NY 01 23
Prime Pollution Liability Coverage Form - EN PR 00 01 06 21

Exclusions (including but not limited to)
Drinking water exclusion - EN AL 10 37 09 23
Sewer or Drain Exclusion - EN PR 10 50 08 21
PFAS Exclusion - EN PR 10 51 08 21

Other Significant Terms and Conditions/Restrictions:

Description
Premium includes TRIA.



Monroe County Water Authority

Difference in Conditions

Carrier Information	Proposed
Policy Term	7/1/2024 - 7/1/2025
Carrier	Arch Specialty Insurance Company
A.M. Best Rating	A+ XV
Admitted/Non-Admitted	Non-Admitted
Payment Method	Agency Bill

Premium & Exposures	Proposed
Premium	\$46,200.00
Surplus Lines Taxes	\$1,663.20
Stamping Fee	\$69.30
Minimum Type	Minimum Earned Premium
Minimum Amount	35%
Estimated Cost	\$47,932.50
Total Insurable Values	\$519,437,300

Standard Coverages	Proposed
100% Program Limit (all layers)	\$15,000,000 – ground up – per occurrence

Participation	Proposed
Arch Participation	100.0000% being \$5,000,000 Per Occurrence and Annual Aggregate part of \$5,000,000 excess of \$10,000,000 Per Occurrence and Annual Aggregate and excess of deductibles per the schedule of locations and values submitted



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Sub-limits	Proposed
100% Program Sub-limits	All sub-limits shown below are the 100% program sub-limits which apply on a ground-up basis over all participating layers of insurance. Arch Specialty Insurance Company's participation, if any, in such sub-limits shall be in proportion to Arch Specialty Insurance Company's participation in the overall limits for this account, as detailed in the Participation Section above. Sub-limits are part of and not in addition to the 100% Program Limit shown above and are per occurrence unless otherwise indicated

Coverage	Proposed
Coverage Territory	The United States of America (Including its territories and possessions) and Puerto Rico
Location(s) Covered	As per schedule on file received on 03/14/2024
Covered Perils	Difference In Conditions Including Flood and Earthquake subject to policy terms, conditions, and exclusions
Covered Property	Real Property Business Personal Property
Valuation	Replacement Cost as respect to Real and Business Personal Property
Co-Insurance	NIL as respects Real and/or Personal Property



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Locations not covered under this policy for Flood
4480 BUFFALO ROAD, CHILI, NY 14428 – Flood Zone: X
631 EDGEMERE DRIVE, GREECE, NY 14626 – Flood Zone: X
639 EDGEMERE DRIVE, GREECE, NY 14626 – Flood Zone: X
243 MAIN ROAD, PEMBROKE, NY 14011 – Flood Zone: X
90 BARCHAN DUNE RISE, VICTOR, NY 14564 – Flood Zone: X
90 BARCHAN DUNE RISE, VICTOR, NY 14564 – Flood Zone: X
119 FISHER ROAD, VICTOR, NY 14624 – Flood Zone: X
1313 STATE ROUTE 444, VICTOR, NY 14564 – Flood Zone: X
7980 CLINTON STREET ROAD, BERGEN, NY 14416 – Flood Zone: X
1332 MAIN ROAD, PEMBROKE, NY 14036 – Flood Zone: X
201 BENSON ROAD, VICTOR, NY 14564 – Flood Zone: X
131 BAKER ROAD, VICTOR, NY 14564 – Flood Zone: X
1535 ROUTE 444, VICTOR, NY 14564 – Flood Zone: X
701 HIGH STREET, VICTOR, NY 14564 – Flood Zone: X
8100 NEWCO DRIVE, HAMLIN, NY 14464 – Flood Zone: X

Deductible	Proposed
\$10,000,000 attachment point, plus underlying deductible	



Monroe County Water Authority

Crime

Carrier Information	Proposed
Policy Term	7/1/2024 – 7/1/2025
Carrier	Allmerica Financial Benefit Insurance Co
A.M. Best Rating	A XV
Admitted/Non-Admitted	Admitted
Payment Method	Direct Bill

Premium & Exposures	Proposed
Premium	\$6,267.00
Minimum Type	None
Estimated Cost	\$6,267.00

Standard Coverages	Proposed
1. Employee Theft – Per Loss Coverage	\$4,000,000
3. Forgery Or Alteration	\$250,000
4. Inside The Premises – Theft Of Money And Securities	\$25,000
5. Inside The Premises – Robbery Or Safe Burglary Of Other Property	\$25,000
6. Outside The Premises	\$25,000
7. Computer And Funds Transfer Fraud	\$4,000,000
8. Money Orders And Counterfeit Money	\$1,000,000

Additional Coverages	Proposed
False Pretenses - Per Occurrence	\$100,000
Destruction of Electronic Data	\$100,000



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Additional Coverages	Proposed
Add Faithful Performance of Duty Coverage for Government Employees - Employee Theft – Per Loss Coverage	\$1,000,000
Add Credit, Debit or Charge Card Forgery - Includes written instruments required in conjunction with any credit, debit or charge card issued to you or any "employee" for business purposes	\$1,000,000
Employee Theft Insuring Agreement - Costs, Fees Or Other Expenses	\$10,000
Computer And Funds Transfer Fraud Insuring Agreement - Costs, Fees Or Other Expenses	\$1,000,000

Deductibles/SIR	Proposed
Deductible - 1. Employee Theft – Per Loss Coverage	\$15,000
Deductible - 3. . Forgery Or Alteration	\$5,000
Deductible - 4. Inside The Premises – Theft Of Money And Securities	\$1,000
Deductible - 5. Inside The Premises – Robbery Or Safe Burglary Of Other Property	\$1,000
Deductible - 6. Outside The Premises	\$1,000
Deductible - 7. Computer And Funds Transfer Fraud	\$15,000
Deductible - 8. Money Orders And Counterfeit Money	\$10,000
Deductible - False Pretenses - Per Occurrence	\$25,000
Deductible - Destruction of Electronic Data	\$1,000



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Form Type	Proposed
Form Type	Discovery

Endorsements (including but not limited to)
Government Crime Declarations - CR DS 04 08 13
Signature Page - SIG-1100 11 17
Government Crime Policy (Discovery Form) - CR 00 26 11 15
Destruction of Electronic Data - CR 04 13 08 13
Include Designated Person Required to Have Knowledge of Loss (Discovery Form) - CR 20 22 10 10
Include As Joint Insured(s) - CR 20 31 08 13
Include Specified Non-Compensated Officers as Employees - CR 25 08 10 10
Include Volunteer Workers Other Than Fund Solicitors As Employees - CR 25 10 10 10
Include Treasurers or Tax Collectors as Employees - CR 25 12 10 10
Faithful Performance of Duty - CR 25 19 08 13
Add Credit, Debit or Charge Card Forgery - CR 25 20 10 10
Include Expense Incurred to Establish Amount of Loss - CR 25 40 08 13
False Pretenses Coverage - 181-1826 10 20
Omnibus ERISA Joint Insured - 181-1845 10 20
Amend Computer And Funds Transfer Fraud Insuring Agreement - 181-1851 02 22

Exclusions (including but not limited to)
Third Party Employee Dishonesty
Government Action Exclusion
Accounting or Arithmetic Errors
Voluntary Parting of Property
Loss in which the existence of such loss is only proved by a profit and loss comparison or inventory records
Any theft or criminal act committed by a partner of the insured



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Exclusions (Including but not limited to)

Employee Dishonesty (does not apply to Employee Theft Coverage)

Exclude Cyber Extortion CW - 181-1806 02 22



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Business Travel Accident

Carrier: Zurich American Ins Co is A.M. Best rated A (Excellent)

Class

- 1 All active full-time salaried employees of the Policyholder, working a minimum of 30 hours per week, domiciled in the United States.
- 2 All active full-time hourly employees of the Policyholder working a minimum of 30 hours per week, domiciled in the United States.

Plan Design

Class	Principal Sum	Hazards	Benefits
1	\$200,000	G-9, G-25, G-27	F-3, F-5, F-18, F-19, F-21
2	\$100,000	G-9, G-25, G-27	F-3, F-5, F-18, F-19, F-21

Hazard Description

G-9	24-Hour All Risk Accident Protection - Business Only	
G-25	Private Passenger Automobile Seat Belt Accident Protection	10% to \$25,000
G-27	Private Passenger Automobile Air Bag Accident Protection	10% to \$25,000

Benefit Description

F-3	Accidental Death, Dismemberment, and Paralysis Benefit	
F-5	Rehabilitation Benefit	\$250 per month for up to 6 months (not contingent upon actual expenses incurred)
F-18	Therapeutic Counseling Benefit	\$250 per month for up to 6 months (not contingent upon actual expenses incurred)
F-19	Adaptive Home and Vehicle Benefit	10% to \$25,000
F-21	Surgical Reattachment Benefit	

Amendments

N-1	Newly Acquired Company or Corporation
N-8	OFAC (Office of Foreign Assets Control) Notice

Aggregate Limit(s) of Indemnity

\$2,000,000 Per Accident



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\$10M Lead Umbrella

Carrier Information	Proposed
Policy Term	7/1/2024 - 7/1/2025
Carrier	Munich Re Specialty Group Insurance Services, Inc
A.M. Best Rating	A+ XV
Admitted/Non-Admitted	Admitted
Payment Plan	Premiums are due 25 days from inception to One80 Intermediaries
Payment Method	Agency Bill

Premium & Exposures	Proposed
Premium	\$30,725.00
Minimum Type	None
Estimated Cost	\$30,725.00

Standard Coverages	Proposed
Limits Per Occurrence	\$10,000,000
Limits Per Aggregate	\$20,000,000

Deductibles/SIR	Proposed
Retention - Per Occurrence	\$10,000

Form Type	Proposed
Form Type - Umbrella	Occurrence



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Coverage	Limit	Carrier Name	Eff Date	Exp Date
Commercial General Liability	Included	Munich Re Specialty Insurance	7/1/2024	7/1/2025
Auto Liability	Included	Munich Re Specialty Insurance	7/1/2024	7/1/2025
Public Officials & Management Liability (Wrongful Acts)	Included	Munich Re Specialty Insurance	7/1/2024	7/1/2025
Abuse and Molestation Coverage (General Liability)	Included	Munich Re Specialty Insurance	7/1/2024	7/1/2025
Hired and Non-Owned Auto Liability (Owned Auto)	Included	Munich Re Specialty Insurance	7/1/2024	7/1/2025
Employment Practices (POML)	Included	Munich Re Specialty Insurance	7/1/2024	7/1/2025
Employee Benefit Plans (POML)	Included	Munich Re Specialty Insurance	7/1/2024	7/1/2025

Other Significant Terms and Conditions/Restrictions:

Description
State-Imposed Taxes, Surcharges, & Fees are included in Package Property - Munich Re Specialty Insurance



Monroe County Water Authority

\$10 xs 10M Excess Umbrella

Carrier Information	Proposed
Policy Term	7/1/2024 - 7/1/2025
Carrier	Allied World Assurance Company (U.S.), Inc
A.M. Best Rating	A XV
Admitted/Non-Admitted	Admitted
Payment Plan	Annual
Payment Method	Agency Bill

Premium & Exposures	Proposed
Premium	\$ 139,253.00
TRIA	\$ 2,730.00 (included in premium)
Minimum Type	35%
Estimated Cost	\$ 139,253.00

Standard Coverages	Proposed
Limits Per Occurrence	\$10,000,000
Limits Products-Completed Operations Aggregate	\$10,000,000
Other Aggregate (Where Applicable)	\$10,000,000

Deductibles/SIR	Proposed
Retention - Per Occurrence	\$10,000

Form Type	Proposed
Form Type - Umbrella	Occurrence



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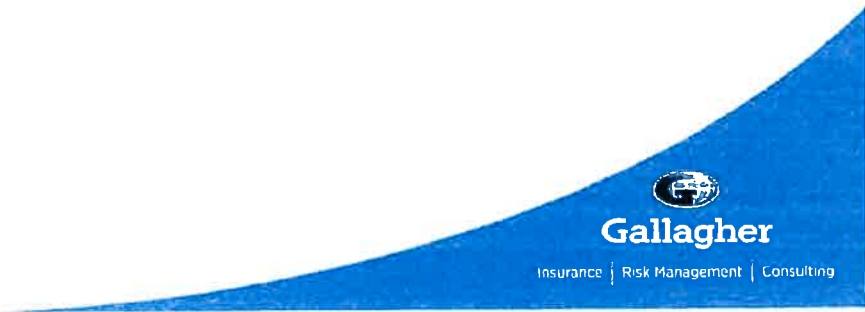
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Coverage	Limit	Carrier Name	Eff Date	Exp Date
Commercial General Liability	\$1,000,000	Munich Re Specialty Insurance	7/1/2024	7/1/2025
Auto Liability	\$1,000,000	Munich Re Specialty Insurance	7/1/2024	7/1/2025
Public Officials & Management Liability (Wrongful Acts)	\$1,000,000/Each Wrongful Act \$3,000,000/Aggregate	Munich Re Specialty Insurance	7/1/2024	7/1/2025
\$10M Umbrella Liability	\$10,000,000/Occurrence \$20,000,000/Aggregate	Munich Re Specialty Insurance	7/1/2024	7/1/2025

Endorsements/Exclusions	
GL 00139 00 (12/11)	AWAC - U.S. Follow-Form Occurrence - Claims-Made Declarations
00136 (11/05)	U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders
00155 (11/05)	Continuing Repetitive or Progressive Injury Damage or Offense
00164 (11/05)	Non-Followed Terms and Conditions of the Followed Policy
00185 (11/05)	Claims-Made Retroactive Coverage Limitation (7/1/2024 Awareness Date)
00188 (11/05)	Previously Notified Or Known Event Exclusion
00241 (11/05)	Asbestos Exclusion
GL 00117 00 (01/15)	Policyholder Disclosure Statement Under the Terrorism Risk Insurance Act
GL 00286 31 (02/07)	New York Amendatory Endorsement
GL 00298 00 (09/06)	Fungus or Bacteria Exclusion – Exception for Good or Product Intended for Consumption
GL 00323 00 (05/09)	Schedule of Underlying Insurance
GL 00344 00 (09/11)	Anti-Stacking Limitation Endorsement
GL 00390 00 (07/13)	Claims Reporting Amendment (Amendment Of Condition F.)
GL 00482 00 (06/16)	Absolute Access, Collection And Disclosure Of Non-Public Information Exclusion
GL 00621 00 (07/20)	Communicable Disease And Infectious Agent Exclusion
GL 00626 00 (07/20)	Exclusion - Distribution Of Material Or Information In Violation Of Law
GL 00631 00 (07/20)	Exclusion - War
GL 00656 00 (03/21)	Economic Or Trade Sanctions
GL 00717 00 (07/22)	Perfluoroalkyl Or Polyfluoroalkyl Substance (PFAS) Exclusion
GL 00731 00 (02/24)	Biometric Identifiers, Biometric Information And Data Privacy Exclusion

\$10 xs 10M quote follows the underlying pollution exception for potable water and lead, failure to supply and sexual abuse. PFAS exclusion applies.



Monroe County Water Authority

\$5 xs 20M Excess Umbrella

Carrier Information	Proposed
Policy Term	7/1/2024 - 7/1/2025
Carrier	Accident Fund Insurance Co of America
A.M. Best Rating	A XIV
Admitted/Non-Admitted	Admitted
Payment Plan	Annual
Payment Method	Agency Bill

Premium & Exposures	Proposed
Premium	\$ 36,720.00
TRIA	\$720.00 (included in premium)
Minimum Type	None
Estimated Cost	\$36,720.00

Standard Coverages	Proposed
Limits Per Occurrence	\$5,000,000
Limits Per Aggregate	\$5,000,000

Deductibles/SIR	Proposed
Retention - Per Occurrence	\$10,000

Form Type	Proposed
Form Type - Umbrella	Occurrence

Coverage	Limit	Carrier Name	Eff Date	Exp Date
\$10M Lead Umbrella	\$10,000,000	Munich Re	7/1/2024	7/1/2025
\$10 xs 10M Excess Umbrella	\$10,000,000	Allied World Assurance Company (U.S.), Inc	7/1/2024	7/1/2025



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Endorsements/Exclusions	
CX 21 02 04 13	Total Pollution Exclusion
CX 21 16 04 13	Exclusion Silica or Silica Related Dust
SCX 00 01 05 23	Exclusion - Damage to Property in Your Care, Custody or Control
SCX 00 40 05 23	Exclusion - ERISA
CX 21 20 04 13	Exclusion Professional Services
CX 21 14 04 13	Exclusion Exterior Insulation and Finish Systems
CX 21 13 04 13	Exclusion Fungi or Bacteria
CX 21 43 05 14	Exclusion Access or Disclosure of Confidential or Personal Information
CX 21 57 04 13	New York Exclusion Communicable Disease
CX 21 35 01 15	Exclusion of Certified Acts of Terrorism and Exclusion of Other Acts of Terrorism Committed Outside The United States
SCX 00 53 05 23	Exclusion - Public Officials Errors and Omissions
CX 21 01 09 08	Nuclear Energy Liability Exclusion
ACX 00 06 07 21	Exclusion - Asbestos
ACX 00 13 07 21	Exclusion - Discrimination
ACX 00 16 07 21	Exclusion - Lead
ACX 00 20 07 21	Exclusion - Recording And Distribution Of Material Or Information In Violation Of Law
ACX 00 38 07 21	Exclusion - War And Warlike Action
CX 21 19 04 13	Exclusion Employment Related Practices
CX P 002 04 13	Exclusion Silica or Silica Related Dust Notice to Policyholders
ACX 00 02 07 21	Exclusion - Aircraft Liability
CX 21 56 09 08	Auto Coverage Exclusion of Terrorism
CX 21 97 05 23	Exclusion – Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)
ACX 00 44 07 21	Unimpaired Aggregate Endorsement
SCX 00 08 05 23	Primary and Non-Contributory Insurance - As Required by Contract
CX 01 14 01 14	NY Changes
CX 01 15 01 11	NY Changes Transfer of Duties When a Limit of Insurance Is Used Up
SIL 00 04 07 22	Execution Clause Endorsement
ILP 001 01 04	US Treasury Departments Office of Foreign Assets Control
CX 02 33 06 20	New York Changes - Cancellation and Nonrenewal
CX 27 00 12 19	Underlying Claims Made Coverage
CX 24 04 12 19	Exhaustion of Retained Limit



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\$10 xs 25M Excess Umbrella

Carrier Information	Proposed
Policy Term	7/1/2024 - 7/1/2025
Carrier	Endurance American Specialty Ins Co
A.M. Best Rating	A+ XV
Admitted/Non-Admitted	Non-admitted
Payment Plan	Annual
Payment Method	Agency Bill

Premium & Exposures	Proposed
Premium	\$ 53,025.00
TRIA	\$525 (included in premium)
Surplus Lines Tax	\$ 1,908.90
Stamping Office Fee	\$ 79.54
Minimum Premium	25% : \$13,256
Estimated Cost	\$ 55,013.44

Standard Coverages	Proposed
Limits Per Occurrence	\$10,000,000
Limits Per Aggregate	\$10,000,000

Deductibles/SIR	Proposed
Retention - Per Occurrence	\$10,000

Form Type	Proposed
Form Type - Umbrella	Occurrence



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Coverage	Limit	Carrier Name	Eff Date	Exp Date
\$10M Lead Umbrella	\$10,000,000	Munich Re	7/1/2024	7/1/2025
\$10 xs 10M Excess Umbrella	\$10,000,000	Allied World Assurance Company (U.S.), Inc	7/1/2024	7/1/2025
\$5 xs 20M Excess Umbrella	\$5,000,000	Accident Fund Ins Co of America	7/1/2024	7/1/2025

Endorsements/Exclusions	
EXL 6001 0813	Absolute Asbestos Exclusion
EXL 0592 0610	Absolute Communicable Disease Exclusion
EXL 6002 0813	Absolute Pollution Exclusion
EXL 0519 0606	Abuse or Molestation Exclusion
EXL 0573 0606	Cyber Liability Exclusion
EXL 0547 0606	Dams or Reservoirs Exclusion
EXL 6027 0813	Discrimination And Employment Exclusion
EXL 0505 0606	Employment Related Practices Exclusion
EXL 0516 0112	Exclusion-Violation of Information Statutes
EXL 0530 0606	Failure to Supply Exclusion
EXL 6055 0813	Limitation - Designated Entities - Exclusion Of All Hazards
EXL 6066 0817	Nuclear Energy Liability Exclusion
EXL 1323 0610	Sub-Limited Coverage Exclusion
EXL 0537 1206	Uninsured/Underinsured Motorist Exclusion
EXL 0562 0606	War Liability Exclusion
EXL 3013 0817	Additional Insured Primary Non-Contributory Endt
EXL 3044 0318	Bankruptcy or Insolvency Condition Endorsement
IL 1201 0115	Exclusion of Certified Acts of Terrorism and Exclusion of Other Acts
IL 3420 0718	NY New York Changes
EXL 1302A 0512	New York Claim Notice with E-claim Notice
EXL 1301 0512	Service Of Suit Endorsement
EXL 6092 0813	Waiver Of Subrogation
SN 9050 0914	NY SN - New York
IL 1008 0114	Signature Page
PN 0001 0721	U.S. Treasury Department's Office of Foreign Assets Control (OFAC)



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\$15 xs 35M Excess Umbrella

Carrier Information	Proposed
Policy Term	7/1/2024 - 7/1/2025
Carrier	Travelers Excess and Surplus Lines Co
A.M. Best Rating	A++ AV
Admitted/Non-Admitted	Non-Admitted
Payment Plan	Annual
Payment Method	Agency Bill

Premium & Exposures	Proposed
Premium	\$ 46,575
TRIA	\$ 465 (included in premium)
Surplus Lines Tax	\$ 1,676.70
Stamping Office Fee	\$ 69.86
Minimum Type	25%
Estimated Cost	\$ 48,321.56

Standard Coverages	Proposed
Limits Per Occurrence	\$10,000,000
Limits Per Aggregate	\$10,000,000

Deductibles/SIR	Proposed
Retention - Per Occurrence	\$10,000

Form Type	Proposed
Form Type - Umbrella	Occurrence



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Coverage	Limit	Carrier Name	Eff Date	Exp Date
\$10M Lead Umbrella	\$10,000,000	Munich Re	7/1/2024	7/1/2025
\$10 xs 10M Excess Umbrella	\$10,000,000	Allied World Assurance Company (U.S.), Inc	7/1/2024	7/1/2025
\$5 xs 20M Excess Umbrella	\$5,000,000	Accident Fund Ins Co of America	7/1/2024	7/1/2025
\$10 xs 25M Excess Umbrella	\$10,000,000	Endurance American Specialty Insurance Company	7/1/2024	7/1/2025

Endorsements/Exclusions	
CG D0 77 12 96	CONTROLLING UNDERLYING POLICIES AND LIMITS
CG D0 87 01 22	UNDERLYING POLICIES AND LIMITS
CG T0 96 04 17	POLICY DECLARATIONS EXCESS (FOLLOWING FORM) LIABILITY INSURANCE POLICY
D0 10 0 01 21	FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE
IL E0 95 03 15	SERVICE OF SUIT
IL T3 27 01 04	EXCESS (FOLLOWING FORM) LIABILITY INSURANCE
IL T4 14 01 21	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
PN T4 54 01 08	IMPORTANT NOTICE REGARDING INDEPENDENT AGENT AND BROKER COMPENSATION
PN U4 12 02 21	DIRECT CLAIM REPORTING - EXCESS CASUALTY UMBRELLA/EXCESS
XP 00 01 05 14	EXCESS (FOLLOWING FORM) LIABILITY INSURANCE
XP 00 75 02 14	EXCLUSION - AIRCRAFT PRODUCTS AND GROUNDING
XP 00 89 02 14	EXCLUSION - OCCUPATIONAL DISEASE
XP 00 93 02 14	EXCLUSION - CONSTRUCTION MANAGEMENT ERRORS AND OMISSIONS
XP 01 04 02 14	EXCLUSION - FAILURE TO SUPPLY
XP 01 17 02 14	EXCLUSION - DISCRIMINATION
XP 01 23 02 14	EXCLUSION - CROSS LIABILITY
XP 01 35 11 99	SUPPLEMENTARY UNINSURED/UNDERINSURED MOTORISTS AND AUTO NO-FAULT EXCLUSION - NEW YORK
XP 01 39 09 09	EXCLUSION - AIRCRAFT OR WATERCRAFT
XP 01 54 05 19	EXCLUSION - ABUSE OR MOLESTATION
XP 01 58 02 14	EXCLUSION - CONTRACTORS LIMITATION
XP 01 60 02 14	EXCLUSION - DAMAGE TO PROPERTY
XP 01 63 02 14	EXCLUSION - LEAD
XP 01 69 02 14	EXCLUSION - DESIGNATED PROFESSIONAL SERVICES <i>(Any and all professional services)</i>
XP 01 71 02 14	EXCLUSION - EXTERIOR INSULATION AND FINISH SYSTEM
XP 01 74 02 14	FUNGI OR BACTERIA EXCLUSION
XP 01 81 02 14	SILICA EXCLUSION
XP 01 83 02 14	WELDING BY-PRODUCTS EXCLUSION
XP 01 85 02 14	PUNITIVE DAMAGES EXCLUSION
XP 01 89 02 14	TOTAL POLLUTION EXCLUSION
XP 01 90 09 21	EXCLUSION - INTELLECTUAL PROPERTY



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XP 02 05 02 14	EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION
XP 02 11 01 22	AMENDMENT - FOLLOW FORM TO EXCLUSIONS IN UNDERLYING INSURANCE ONLY WHEN EXCESS OF CONTROLLING UNDERLYING INSURANCE AND POST JUDGEMENT INTEREST
XP 02 37 03 15	AMENDMENT OF COMMON POLICY CONDITIONS - PROHIBITED COVERAGE - UNLICENSED INSURANCE AND TRADE OR ECONOMIC SANCTIONS
XP 02 58 03 15	AMENDMENT OF COVERAGE - MINIMUM EARNED PREMIUM
XP 02 60 02 15	EXCLUSION - UNSOLICITED COMMUNICATIONS
XP 03 00 09 22	EXCLUSION - PFAS
XP 03 01 01 23	EXCLUSION - VIOLATION OF BIOMETRIC INFORMATION PRIVACY LAWS



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Premium Summary

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

Line of Coverage		Expiring	Proposed
		Zurich American Insurance Company	Munich Re Specialty Group Insurance Services, Inc
Package	Premium		\$523,842.00
	Estimated Cost*	\$452,354.54	\$530,109.73
	Change (\$)	-	\$77,755.19
	Change (%)	-	16%
		\$10M Lead Umbrella Zurich American Insurance Company	\$10M/\$20M Umbrella Munich Re Specialty Group Insurance Services, Inc
Umbrella	Premium		\$30,725.00
	Estimated Cost*	\$37,694.00	\$30,725.00
	Change (\$)	-	(\$6,969.00)
	Change (%)	-	(18.49%)
		Zurich American Insurance Company	American Alternative Insurance Corp
Owners & Contractors Protective	Premium		\$250.00
	Estimated Cost*	\$216.00	\$250.00
	Change (\$)	-	\$34.00
	Change (%)	-	15.74%



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		American Alternative Insurance Corp, American Commerce Insurance Company, Central States Ind Co of Omaha, Tokio Marine America Insurance Company	American Alternative Insurance Corp, American Commerce Insurance Company, Central States Ind Co of Omaha, Tokio Marine America Insurance Company
Aviation Unmanned Aircraft Systems	Premium		\$2,838.00
	Estimated Cost*	\$2,838.00	\$2,838.00
	Change (\$)	-	-
	Change (%)	-	-
		Houston Casualty Company	Houston Casualty Company
Cyber Liability	Premium		\$41,215.00
	Estimated Cost*	\$54,403.27	\$43,162.88
	Change (\$)	-	(\$8,356.12)
	Change (%)	-	(16.22%)
		Ascot Specialty Insurance Company	Ascot Insurance Company
Environmental Liability	Premium		\$18,952.00
	Estimated Cost*	\$18,437.00	\$19,662.70
	Change (\$)	-	\$1,225.70
	Change (%)	-	6.65%
		Arch Specialty Insurance Company	Arch Specialty Insurance Company
Difference in Conditions	Premium		46,200.00
	Estimated Cost*	\$46,660.00	\$47,932.50
	Change (\$)	-	\$1,272.50
	Change (%)	-	2.73%



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		Hanover Insurance Company	Allmerica Financial Benefit Insurance Co
Crime	Premium		\$6,267.00
	Estimated Cost*	\$6,151.00	\$6,267.00
	Change (\$)	-	\$116.00
	Change (%)	-	1.89%
		Zurich	Zurich
Business Travel Accident	Premium		\$1,000
	Estimated Cost*	\$1,000	\$1,000
	Change (\$)		-
	Change (%)		-
		Zurich American Insurance Company	Munich Re Specialty Group Insurance Services, Inc
Public Officials Liability	Premium	\$36,811.00	\$19,632.00
	Estimated Cost*	\$36,811.00	\$19,632.00
	Change (\$)	-	(\$17,179.00)
	Change (%)	-	(47%)
		Homesite Ins Co	Allied World Assurance Company (U.S.), Inc
\$10 xs 10 Excess Umbrella	Premium	\$101,382.43	\$136,523.00
	Estimated Cost*	\$101,382.43	\$139,253.00
	Change (\$)		\$37,870.57
	Change (%)		\$37.35%
		Carrier:	Carrier: Allied World



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		Accident Fund Insurance Co of America	Accident Fund Insurance Co of America
\$5 xs 20 Excess Umbrella Accident Fund	Premium	\$34,680.00	\$36,720.00
	Estimated Cost*	\$34,680.00	\$36,720.00
	Change (\$)		\$2,040.00
	Change (%)		5.88%
		Endurance American Specialty Ins Co	Endurance American Specialty Ins Co
\$10 xs 25 Excess Umbrella	Premium	\$40,905.00	53,025.00
	Estimated Cost*	\$42,609.38	\$55,013.44
	Change (\$)		\$12,404.06
	Change (%)		29.11%
		Travelers Excess and Surplus Lines Co	Travelers Excess and Surplus Lines Co
\$15 xs 35M Excess Umbrella	Premium	\$42,420.00	\$46,575.00
	Estimated Cost*	\$44,260.75	\$48,321.56
	Change (\$)		\$4,060.81
	Change (%)		9.17%
Service Fee Agreement		\$60,000.00	\$60,000.00
Total Program Cost		\$985,506.87	\$1,040,887.81
	Change (\$)	-	\$55,380.94
	Change (%)	-	5.32%



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Payment Plans

Carrier / Payable Carrier	Line Of Coverage	Payment Schedule	Payment Method
Munich Re Specialty Group Insurance Services, Inc (Munich Re America Corporation Group)	Package	Premiums are due 25 days from inception to One80 Intermediaries.	Agency Bill
Munich Re Specialty Group Insurance Services, Inc (Munich Re America Corporation Group)	Lead Umbrella	Premiums are due 25 days from inception to One80 Intermediaries	Agency Bill
American Alternative Insurance Corp (Munich Re America Corporation Group)	Owners & Contractors Protective	Premiums are due 25 days from inception to One80 Intermediaries.	Agency Bill
Munich Re Specialty Group Insurance Services, Inc (Munich Re America Corporation Group)	Public Officials Liability	Premiums are due 25 days from inception to One80 Intermediaries.	Agency Bill
American Alternative Insurance Corp (Munich Re America Corporation Group) American Commerce Insurance Company (MAPFRE S.A) Central States Ind Co of Omaha (Berkshire Hathaway Insurance Group) Tokio Marine America Insurance Company (Tokio Marine Holdings, Inc.)	Aviation Unmanned Aircraft Systems	100% of the Annual Premium Due on Inception	Direct Bill
Houston Casualty Company (Tokio Marine Holdings, Inc.)	Cyber Liability	Payment of premium is due 30 days from the effective date of coverage.	Agency Bill
Ascot Insurance Company (Ascot Insurance Company)	Environmental Liability	Premium is due 25 days from inception to One80.	Agency Bill
Arch Specialty Insurance Company (Arch Insurance Group)	Difference in Conditions		Agency Bill
Allmerica Financial Benefit Insurance Co (Hanover Insurance Companies)	Crime		Agency Bill
Zurich Insurance Group	Business Travel Accident		Agency Bill



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<i>Carrier / Payable Carrier</i>	<i>Line Of Coverage</i>	<i>Payment Schedule</i>	<i>Payment Method</i>
Allied World Assurance Company (U.S.), Inc	\$10 xs 10M Excess Umbrella	Annual	Agency Bill
Accident Fund Inc Co	\$5 xs 10M Excess Umbrella	Annual	Agency Bill
Endurance Ins Co	\$10 xs 25M Excess Umbrella	Annual	Agency Bill
Travelers Excess and Surplus Lines Co	\$15 xs 35M Excess Umbrella	Annual	Agency Bill



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Proposal Disclosures

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

Proposal Disclaimer

IMPORTANT: The proposal and/or any executive summaries outline certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. The insurance policies themselves must be read to fully understand the terms, coverages, exclusions, limitations and/or conditions of the actual policy contract of insurance. Policy forms will be made available upon request. We make no warranties with respect to policy limits or coverage considerations of the carrier.

Compensation Disclosure

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

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

TRIA/TRIPRA Disclaimer

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

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



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Terms and Conditions

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

Services

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

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

Treatment of Information

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

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

Dispute Resolution

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

A. If the parties have a dispute regarding Gallagher's services or the relationship governed by this Proposal ("Dispute"), each party agrees to resolve that Dispute by mediation. If mediation fails to resolve the Dispute, you and Gallagher agree to binding arbitration. Each party waives all rights to commence litigation in court to resolve a Dispute, and specifically waives all rights to pursue relief by class action or mass action in court or through arbitration. However, the parties do not waive the ability to seek a court order of injunction in aid of the mediation and arbitration required by these Terms.

B. The party asserting a Dispute must provide a written notice ("Notice") of the claim to the other party and to the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules and Mediation Procedures. All Dispute resolutions will take place in Chicago, IL, unless you and Gallagher agree to another location. The parties will equally divide all costs of the mediation and arbitration.



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proceedings and will each pay their own attorneys' fees. All matters will be before a neutral, impartial and disinterested mediator or arbitrator(s) that have at least 20 years' experience in commercial and insurance coverage disputes.

C. Mediation will occur within sixty (60) days of filing the Notice with the AAA. Mediation results will be reduced to a memorandum of understanding signed by you, Gallagher and the mediator. A Dispute that is not resolved in mediation will commence to binding arbitration. For Disputes in excess of \$500,000, either party may elect to have the Dispute heard by a panel of three (3) arbitrators. The award of the arbitrator(s) must be accompanied by a reasoned opinion prepared and signed by the arbitrator(s). Except as may be required by law, neither you, Gallagher, nor a mediator or arbitrator may disclose the existence, content or results of any Dispute or its dispute resolution proceeding without the prior written consent of both you and Gallagher.

Electronic Delivery

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

Miscellaneous Terms

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

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

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

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

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



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NOTICE OF EXCESS LINE PLACEMENT

Date:

Consistent with the requirements of the New York Insurance Law and Regulation 41 _____ is hereby advised that all or a portion of the required coverages have been placed by _____ with insurers not authorized to do an insurance business in New York and which are not subject to supervision by this State. Placements with unauthorized insurers can only be made under one of the following circumstances:

- a) A diligent effort was first made to place the required insurance with companies authorized in New York to write coverages of the kind requested; or
- b) NO diligent effort was required because i) the coverage qualifies as an "Export List" risk, or ii) the insured qualifies as an "Exempt Commercial Purchaser."

Policies issued by such unauthorized insurers may not be subject to all of the regulations of the Superintendent of Financial Services pertaining to policy forms. In the event of insolvency of the unauthorized insurers, losses will not be covered by any New York State security fund.

TOTAL COST FORM (NON TAX ALLOCATED PREMIUM TRANSACTION)

In consideration of your placing my insurance as described in the policy referenced below, I agree to pay the total cost below which includes all premiums, inspection charges⁽¹⁾ and a service fee that includes taxes, stamping fees, and (if indicated) a fee⁽¹⁾ for compensation in addition to commissions received, and other expenses⁽¹⁾.

I further understand and agree that all fees, inspection charges and other expenses denoted by⁽¹⁾ are fully earned from the inception date of the policy and are non-refundable regardless of whether said policy is cancelled. Any policy changes which generate additional premium are subject to additional tax and stamping fee charges.

Re: Policy No.

Insurer

Policy Premium	\$	
<u>Insurer Imposed Charges:</u>		
Policy Fees ⁽¹⁾	\$	
Inspection Fees ⁽¹⁾	\$	
Total Taxable Charges	\$	
Service Fee Charges:		
Excess Line Tax (3.60%)	\$	
Stamping Fee	\$	
Broker Fee ⁽¹⁾	\$	
Inspection Fee ⁽¹⁾	\$	
Other Expenses (specify) ⁽¹⁾ _____	\$	
Total Policy Cost	\$	

(Signature of Insured)

⁽¹⁾ = Fully earned

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Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 4/12/2024, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

	Coverage/Carrier	TRIA
<input type="checkbox"/> Accept <input type="checkbox"/> Re ject	Package Munich Re Specialty Group Insurance Services, Inc, American Alternative Insurance Corp	<input type="checkbox"/> Accept
<input type="checkbox"/> Accept <input type="checkbox"/> Re ject <input type="checkbox"/> Accept <input type="checkbox"/> Re ject	Debris Removal Expenses: Increase to \$250,000 (AP \$2,124) Increase to \$500,000 (AP 14,869)	
<input type="checkbox"/> Accept <input type="checkbox"/> Re ject	Outdoor Property Increase to \$250,000 (AP \$117)	
<input type="checkbox"/> Accept <input type="checkbox"/> Re ject	\$10M/\$20M Umbrella Munich Re Specialty Group Insurance Services, Inc	<input type="checkbox"/> Accept
<input type="checkbox"/> Accept <input type="checkbox"/> Re ject	Owners & Contractors Protective American Alternative Insurance Corp	<input type="checkbox"/> Accept
<input type="checkbox"/> Accept <input type="checkbox"/> Re ject	Aviation Unmanned Aircraft Systems American Alternative Insurance Corp, American Commerce Insurance Company, Central States Ind Co of Omaha, Tokio Marine America Insurance Company	<input type="checkbox"/> Accept
<input type="checkbox"/> Accept <input type="checkbox"/> Re ject	Cyber Liability Houston Casualty Company	<input type="checkbox"/> Accept
<input type="checkbox"/> Accept <input type="checkbox"/> Re ject	Environmental Liability Ascot Insurance Company	<input type="checkbox"/> Accept
<input type="checkbox"/> Accept <input type="checkbox"/> Re ject	Difference in Conditions Arch Specialty Insurance Company	
<input type="checkbox"/> Accept <input type="checkbox"/> Re ject	Crime Allmerica Financial Benefit Insurance Co	<input type="checkbox"/> Accept
<input type="checkbox"/> Accept <input type="checkbox"/> Re ject	Business Travel Accident	<input type="checkbox"/> Accept
<input type="checkbox"/> Accept <input type="checkbox"/> Re ject	Employment Practices Liability Munich Re Specialty Group Insurance Services, Inc	<input type="checkbox"/> Accept
<input type="checkbox"/> Accept <input type="checkbox"/> Re ject	\$10 xs \$10M Excess Umbrella Allied World Assurance Company (US) Inc.	<input type="checkbox"/> Accept
<input type="checkbox"/> Accept <input type="checkbox"/> Re ject	\$5 xs \$20M Excess Umbrella Accident Fund Insurance Company of America	<input type="checkbox"/> Accept



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	<i>Coverage/Carrier</i>	<i>TRIA</i>
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	\$10 xs \$25M Excess Umbrella Endurance American Specialty Ins Co	<input type="checkbox"/> Accept
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	\$15 xs \$35M Excess Umbrella Travelers Excess and Surplus Lines Co	<input type="checkbox"/> Accept



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Additional Recommended Coverages

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

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

Coverage Amendments and Notes:

Exposures and Values

You confirm the payroll, values, schedules, and any other information pertaining to your operations, and submitted to the underwriters, were compiled from information provided by you. If no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies. You acknowledge it is your responsibility to notify Gallagher of any material change in your operations or exposures.

Additional Terms and Disclosures

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

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

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

You have read, understand and agree that the information contained in the Proposal and all documents attached to and incorporated into the Proposal, is correct and has been disclosed to you prior to authorizing Gallagher to bind coverage and/or



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provide services to you. By signing below, or authorizing Gallagher to bind your insurance coverage through email when allowed, you acknowledge you have reviewed and agree with terms, conditions and disclosures contained in the Proposal.

By:

Print Name (Specify Title)

Company

Signature

Date:



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Bindable Quotations & Compensation Disclosure Schedule

Client Name: Monroe County Water Authority

Coverage	Insurance Company	Wholesaler, MGA, or Intermediary Name ¹	Est. Annual Premium ²	Comm. % or Fee ³	Gallagher U.S. Owned Wholesaler, MGA, or Intermediary % and/or Fee %
Package Property Inland Marine General Liability Automobile	Munich Re Specialty Group Insurance Services, Inc (Munich Re America Corporation Group) American Alternative Insurance Corp (Munich Re America Corporation Group)	N/A	\$369,586.00 \$1,424.00 \$52,632.00 \$100,200.00	0%	
Lead Umbrella	Munich Re Specialty Group Insurance Services, Inc (Munich Re America Corporation Group)	N/A	\$30,725.00	0%	
Owners & Contractors Protective	American Alternative Insurance Corp (Munich Re America Corporation Group)	N/A	\$250.00	0%	
Aviation Unmanned Aircraft Systems	American Alternative Insurance Corp (Munich Re America Corporation Group) American Commerce Insurance Company (MAPFRE S.A) Central States Ins Co of Omaha (Berkshire Hathaway Insurance Group) Tokio Marine America Insurance Company (Tokio Marine Holdings, Inc.)	N/A	\$2,838.00	15%	



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Coverage	Insurance Company	Wholesaler, MGA, or Intermediary Name ¹	Est. Annual Premium ²	Comm. % or Fee ³	Gallagher U.S. Owned Wholesaler, MGA, or Intermediary % and/or Fee %
Cyber Liability	Houston Casualty Company (Tokio Marine Holdings, Inc.)	Risk Placement Services	\$41,215.00	15 %	5 % + \$200.00
Environmental Liability	Ascot Insurance Company (Ascot Insurance Company)	One80 Intermediaries, Inc.	\$18,952.00	0%	
Difference in Conditions	Arch Specialty Insurance Company (Arch Insurance Group)	N/A	\$47,932.50	0%	
Crime	Allmerica Financial Benefit Insurance Co (Hanover Insurance Companies)	N/A	\$6,267.00	15%	
Business Travel Accident	N/A	N/A	\$1,000	0 %	
Public Officials Liability	Munich Re Specialty Group Insurance Services, Inc (Munich Re America Corporation Group)	N/A	\$19,632.00	0 %	
\$10 xs 10M Excess Umbrella	Allied World Assurance Company (U.S.), Inc	One80 Intermediaries, Inc.	\$139,253.00	7.5%	
\$5 xs \$20M Excess Umbrella	Accident Fund Insurance Company of America	WH Greene	\$36,720.00	10%	
\$10 xs \$25M Excess Umbrella	Endurance American Specialty Ins Co	RT Specialty	\$53,025	10%	



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Coverage	Insurance Company	Wholesaler, MGA, or Intermediary Name ¹	Est. Annual Premium ²	Comm. % or Fee ³	Gallagher U.S. Owned Wholesaler, MGA, or Intermediary % and/or Fee %
\$15 xs \$35M Excess Umbrella	Travelers Excess and Surplus Lines Co		46,575.00	15%	
	Service Fee Agreement			\$60,000	

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

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

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

3 The commission rate is a percentage of annual premium excluding taxes & fees.

* Gallagher is receiving ___% commission on this policy. The fee due Gallagher will be reduced by the amount of the commissions received.



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Binding Requirements

Coverage (Issuing Carrier)	Binding Requirements
<p style="text-align: center;">Package Munich Re Specialty Group Insurance Services, Inc American Alternative Insurance Corp</p>	<p>Property - N/A</p> <p>Inland Marine - N/A</p> <p>General Liability - Subject to:</p> <p>General Liability - Terrorism: Please refer to the attachments in this proposal for the TRIA quote. The insured has the option to accept or reject terrorism coverage. The attached election form must be completed and signed by the insured. If this notice is not returned to us upon binding of coverage, the terrorism premium will automatically be included</p> <p>General Liability - Copy of the latest Dam Inspection reports and insured response to any inspection deficiencies, if applicable and not already provided.</p> <p>Automobile - Subject to :</p> <p>Automobile - Signed and Dated Insured FEIN # (required to bind auto)./ NOTES: The insured's FEIN number is required in order to bind coverage.</p> <p>Automobile - Terrorism: Please refer to the attachments in this proposal for the TRIA quote. The insured has the option to accept or reject terrorism coverage. The attached election form must be completed and signed by the insured. If this notice is not returned to us upon binding of coverage, the terrorism premium will automatically be included</p> <p>Automobile - Signed and Dated Uninsured/Underinsured Motorist Selection/Rejection Form.</p> <p>Automobile - Copy of the latest Dam Inspection reports and insured response to any inspection deficiencies, if applicable and not already provided.</p> <p>Automobile - Signed Statement of Values (Auto, as applicable).</p> <p>Automobile - Provide a complete driver schedule including name, date of birth, and license number.</p> <p>Automobile - NY Only: Optional Supplemental Spousal Liability Premium is available. Please refer to the Supplemental Spousal Liability Coverage Selection/Rejection form for the annual premium. If desired, remit the signed and dated Supplemental Spousal Liability Coverage Selection/Rejection Form at the time of binding</p> <p>Subject To :</p> <ul style="list-style-type: none"> - Employers' Liability subject to MRSI security requirements - Please provide a copy of the current W/C declarations for review and affirmation of coverage - Terrorism: Please refer to the attachments in this proposal for the TRIA quote. The insured has the option to accept or reject terrorism coverage. The attached election form must be completed and signed by the insured. If this notice is not returned to us upon binding of coverage, the terrorism premium will automatically be included - Copy of the latest Dam Inspection reports and insured response to any inspection deficiencies, if applicable and not already provided
<p style="text-align: center;">10M Lead Umbrella Munich Re Specialty Group Insurance Services, Inc</p>	<p>- Copy of the latest Dam Inspection reports and insured response to any inspection deficiencies, if applicable and not already provided</p>
<p>Owners & Contractors Protective American Alternative Insurance Corp</p>	<p>N/A</p>



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<p align="center">Cyber Liability Houston Casualty Company</p>	<p>Subject To:-</p> <ul style="list-style-type: none"> - A signed version of the TMHCC Renewal application, dated within 90 days of the effective date. Signature must be wet or electronically signed with a copy of the audit trail. (Terms are subject to changes in the application.) - Prior to - Our non-intrusive scan detected the applicant could be using a cisco ASA WebVPN. multiple Ransomware Groups Have Successfully Targeted Cisco ASA VPNs by brute-forcing users credentials, resulting in compromise and extortion.
<p align="center">Environmental Liability Ascot Insurance Company</p>	<p>Subject to:</p> <ul style="list-style-type: none"> - Written request to accept or reject Terrorism Risk Insurance Act Coverage prior to the effective date.
<p align="center">Difference in Conditions Arch Specialty Insurance Company</p>	<p>Signed Total Cost Form</p> <p>Subject to:</p>
<p align="center">Crime Allmerica Financial Benefit Insurance Co</p>	<p>1. Required Prior to Bind: Review and acceptance of most recent year end financial statements, CPA audit if available</p> <p>2. Required Prior to Bind: The individual reconciling is also handling deposits and has access to check signing machines/signature plates. How is this person overseen to prevent fraud from occurring?</p> <p>Subject to:</p>
<p align="center">Employment Practices Liability Munich Re Specialty Group Insurance Services, Inc</p>	<ul style="list-style-type: none"> - Signed and Dated Public Entity Application - The insured has the option to accept or reject terrorism coverage. The attached election form must be completed and signed by the insured.
<p align="center">\$10 xs 10M Excess Umbrella Allied World</p>	<p>Subject to:</p> <p>Signed TRIA Disclosure Statement</p> <p>Signed Acord Applications</p>
<p align="center">\$5 xs 20M Excess Umbrella Accident Fund</p>	<p>Subject to:</p> <p>Signed Acord Applications</p> <p>Signed TRIA Disclosure Statement</p>
<p align="center">\$10 xs 25M Excess Umbrella Endurance</p>	<p>Subject to:</p> <p>Signed TRIA form</p> <p>Signed Acord Applications</p> <p>Signed Total Cost Form</p>
<p align="center">\$15 xs 35M Excess Umbrella Travelers</p>	<p>Subject to:</p> <p>Signed TRIA form</p> <p>Signed Total Cost Form</p>



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Claims Reporting By Policy

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

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

Reporting Direct to Carrier [Only When Applicable]

Coverage(s): Aviation Unmanned Aircraft Systems	Report To:
Insurer: American Alternative Insurance Corporation, American Commerce Insurance Company, Central States Indemnity Company of Omaha, Tokio Marine America Insurance Company Policy Term: July 01, 2024 To July 01, 2025	Insurer/TPA Name: American Alternative Insurance Corporation, American Commerce Insurance Company, Central States Indemnity Company of Omaha, Tokio Marine America Insurance Company Phone: 913-451-9660 Email: uasclaims@global-aero.com
Coverage(s): Crime	Report To:
Insurer: Allmerica Financial Benefit Insurance Company Policy Term: 07/01/2024 to 07/01/2025	Insurer/ TPA Name: Allmerica Financial Benefit Insurance Company Phone: 800-628-0250; Platinum Holders: 800-799-6977 Fax: 800-399-4734 Email: firstreport@hanover.com Web: https://www.hanover.com/claims.html Other: https://www.hanover.com/about-our-companies.html
Coverage(s): Cyber Liability	Report To:
Insurer: Houston Casualty Company Policy Term: July 01, 2024 To July 01, 2025	Insurer/TPA Name: Houston Casualty Company Phone: 1-800-742-2210 Email: submitclaims@tmhcc.com Web: https://www.tmhcc.com/en-us/groups/cyber-and-professional-lines-group/cyber-and-professional-lines-claims



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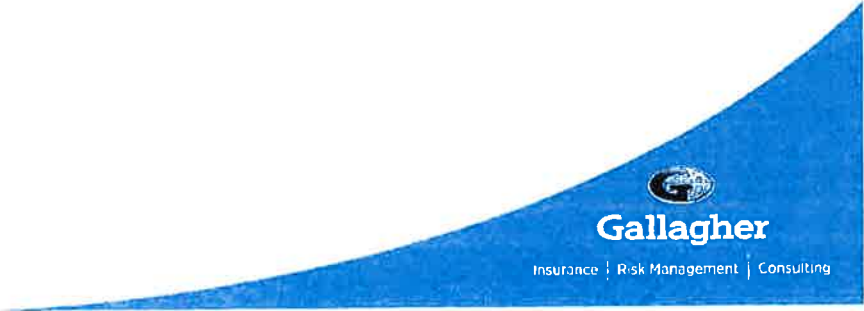
Monroe County Water Authority

Coverage(s): Environmental Liability	Report To:
<p>Insurer: Ascot Specialty Insurance Company</p> <p>Policy Term: July 01, 2024 To July 01, 2025</p>	<p>Insurer/TPA Name: Ascot Specialty Insurance Company</p> <p>Phone: 24 Hour Claims Reporting: 1-833-454-3023, 24 Hour Emergency Response: 1-833-ER-ASCOT</p> <p>Email: Environmentalclaims@ascotgroup.com</p>

Coverage(s): Package - Automobile	Report To:
<p>Insurer: American Alternative Insurance Corporation</p> <p>Policy Term: 07/01/2024 to 07/01/2025</p>	<p>Insurer/ TPA Name: American Alternative Insurance Corporation</p> <p>Phone: 877-533-1211 Option 3</p> <p>Email: networknewloss@networkadjusters.com</p>

Coverage(s): Package - General Liability, Package - Automobile , \$10M Umbrella, Employment Practices Liability	Report To:
<p>Insurer: Munich Re Specialty Insurance affiliate company</p> <p>Policy Term: 07/01/2024 to 07/01/2025</p>	<p>Insurer/ TPA Name: Munich Re Specialty Insurance affiliate company</p> <p>Phone: 877-533-1211 Option 3</p> <p>Email: networknewloss@networkadjusters.com</p>

Coverage(s): Owners & Contractors Protective	Report To:
<p>Insurer: American Alternative Insurance Corporation</p> <p>Policy Term: 07/01/2024 to 07/01/2025</p>	<p>Insurer/ TPA Name: American Alternative Insurance Corporation</p> <p>Phone: 888-729-2242</p> <p>Email: Clmsins@munichreamerica.com</p> <p>Web: http://www.americanalternativeinsurancecorporation.com/en.html</p> <p>Other Comments: Wayne Falsetto Follow up Email: clmssf@munichre.com</p>



Monroe County Water Authority

Reporting to Gallagher or Assistance In Reporting

Coverage(s):	Report To:
Gallagher Claim Center	Phone: 855-497-0578 Fax: 225-663-3224 Email: gqb_nrclaimscenter@ajg.com



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ALLIED PUBLIC RISK - INLAND MARINE SCHEDULE
 INSURED: Monroe County Water Authority MCWA
 POLICY YEAR EFFECTIVE: 7/1/2024 - 7/1/2025

ITEM NUM	IM CATEGORY	DESCRIPTION	SERIAL #/ID#	MODEL YEAR	TOTAL INSURED VALUE	VALUATION
1	Scheduled Equipment	2016 Hurco VAC250G	1H9DV1517GH513095		\$47,044	RCV
2	Scheduled Equipment	2010 John Deere 544K 4X4	1DW544KZAA0632072		\$113,342	RCV
3	Scheduled Equipment	2013 JOHN DEERE 4X4	1DW624KZLDE652079		\$146,541	RCV
4	Scheduled Equipment	2018 CATERPILLAR 938M	CAT0938MAJ3R05648		\$178,263	RCV
5	Scheduled Equipment	2018 BOBCAT SKIDSTEER	B3NK16871		\$51,537	RCV
6	Scheduled Equipment	2018 JOHN DEERE 310 SL	1T0310SLKJF327299		\$97,600	RCV
7	Scheduled Equipment	2018 JOHN DEERE BACKHOE	1T0310SLAJF327289		\$97,600	RCV
8	Scheduled Equipment	2015 BOBCAT LOADER	ALJU18213		\$46,884	RCV
9	Scheduled Equipment	2019 John Deere 310SL	1T0310SLVKF351853		\$100,000	RCV
10	Scheduled Equipment	Genie Manlift	5D8AA231XK1003836		\$46,400	RCV
11	Scheduled Equipment	JD 310 SL	1T0310SLCPF434963		\$110,000	RCV
12	Scheduled Equipment	JD 310 SL	1T0310SLEPPF434968		\$110,000	RCV
13	Scheduled Equipment	2019 John Deere 310SL	1T0310SLVKF351849		\$100,000	RCV
14	Scheduled Equipment	2023 JOHN DEERE BACKHOE	1T0320PAAFPX03308		\$133,280	RCV

 PRINTED NAME AUTHORIZED SIGNATURE DATE

ALLIED PUBLIC RISK - INLAND MARINE SCHEDULE
 INSURED: Monroe County Water Authority MCWA
 POLICY YEAR EFFECTIVE: 7/1/2024 - 7/1/2025

ITEM NUM	IM CATEGORY	DESCRIPTION	SERIAL #/ID#	MODEL YEAR	TOTAL INSURED VALUE	VALUATION
15	Scheduled Equipment	2023 JOHN DEERE BACKHOE	1T30320PAJPF03319		\$133,280	RCV
16	Scheduled Equipment	2024 BOBCAT BACKHOE T66	B4SB39104		\$68,867	RCV

 PRINTED NAME

 AUTHORIZED SIGNATURE

 DATE



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3: Qualifications of Insurance Companies:

Each quotation must indicate the financial rating for each insurance carrier proposed. Insurance carriers with rating in Best's Insurance Guide of "A" or "A+" will be given preferred consideration. All insurance companies submitting proposals must be licensed to transact business in New York State.

No insurance company with an AM Best Rating below "A-" will be accepted.

Gallagher's Solvency Policy

Gallagher has very strict solvency standards for the carriers we present to our clients. Our corporate solvency committee is constantly monitoring the financial status and ratings outlook for all carriers that we work with. The procedures and guidelines they develop go on to become part of Gallagher's Solvency Policy. Our policy is to only place risks with carrier's whose A.M. Best rating is A-VI or higher. A.M. Best Company, Inc. is the oldest independent rating agency in the world to report on the financial strength of insurance companies. Should one of your carriers drop below A-VI, we will immediately notify you of the carrier's change in status and discuss all options and/or necessities relative to that carrier's change in financial status. The following are the Market Categories:

Gallagher recommends a minimum category of VI (Group 1) when marketing coverage for our Gallagher clients, which is \$25M to \$50M adjusted policyholder's surplus.

Compliance with the Gallagher Solvency Policy is mandatory. Any unauthorized exceptions to our Solvency Policy and related guidelines will result in penalties which may include forfeiture by the producer/account manager, branch office, and region, of the related account revenues (fees/commissions); possible employment termination of the responsible individuals; or other measures recommended by the Solvency Committee.

MARKET CATEGORIES

GROUP 1

A-VI FSR to A++ XV FSC

GROUP 2

B+ to B++ XV FSC

GROUP 3

B or less FSR and/or less than VI FSC (includes NR for Not Rated or NA for Not Assigned)



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4: Fee Structure

Please provide a fee structure (including any broker, claims, administrative fees as well as any other relevant fees) for the current renewal term and for the next renewal term of 7/1/24-7/1/25.

The issuance of this request for quotations and responses to it convey no rights or obligations on the part of Monroe County Water Authority. MCWA may (1) amend, modify, or withdraw this solicitation; (2) revise its requirements; (3) require supplemental statements or information; (4) accept or reject any or all submissions; (5) extend submission deadlines; (6) negotiate or entertain discussions with candidate firms and waive defects and allow corrections of deficient request for quotations responses, and/or (6) cancel this solicitation, in whole or in part. MCWA may exercise any of the foregoing measures at any time without prior notice and without liability to any respondent for expenses incurred.

Transparency

Gallagher is fully transparent and will disclose to MCWA the costs of all bindable quotations, including any fees or commissions as well as any ownership interest by Gallagher in the carrier or intermediary used.

We will include a Compensation Disclosure Schedule with each proposal, including a breakdown of premium, taxes, and compensation for each line of coverage.

Compensation Philosophy

Gallagher is 100% transparent when it comes to compensation arrangements. All revenue earned by Gallagher and its affiliates is disclosed to you. All insurance carrier quotations received by Gallagher are provided to you including terms, conditions, premium, and commission if any.

Our philosophy of 100% transparency holds true whether we are working on a fee in lieu of commission basis, pure commission, or combination of both compensation methods. Our goal is to work with you to develop a compensation plan that is readily understood by both parties, captures the service standards you expect and is reflective of the experience of the service team assigned to your account.

Since 2009, Gallagher and its subsidiaries have been participating in contingent and supplemental compensation arrangements. Clients are given the opportunity to opt out of participation in any of these arrangements.



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5: Conditional Bids:

By submitting this quotation, the individual signing must indicate that the insurance companies quoting, have indicated their willingness to write the coverage according to the specifications. No quotation will be considered if it bears a qualification such as "Subject to Underwriting Approval".

Submission will also be evidenced by the licensed broker and/or agent that all requirements of the specifications are understood, have been understood, have been submitted to and accepted by the Insurance company and the premium quoted includes all coverages requested.



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6: Insurance Related Services:

The agent or broker must maintain an office with staff adequate to service the insurance program. A staff member must be available in such office, during business hours, who is familiar with the coverage, claims, invoices, endorsements and similar matters.

Anthony Lutrario will continue to be MCWA's direct contact regarding questions for coverage, claims, invoices, endorsements and similar matters. Margaret Maloney works alongside Anthony as the client administrator.

Our Service Philosophy

Our commitment to the highest quality standards and your satisfaction is our top priority; this is fundamental in how we do business. We accept nothing less from ourselves than the delivery of exceptional value to our clients by:

- Investing in knowledge of our clients' businesses and industries
- Listening closely to our clients about their expressed and unexpressed needs
- Providing a dedicated client service team
- Offering proactive ideas that advance and protect our clients' businesses
- Being flexible to respond to changes in our clients' business needs
- Communicating candidly, directly, and often with our clients
- Leveraging the best tools to realize efficiency and cost savings for our clients
- Paying attention to logistics: when we deliver is as important as what we deliver
- Doing what we promise
- Being accountable for our performance

Ongoing Service

Gallagher's ongoing support throughout the year will start by developing an annual service plan which will be primarily composed of day-to-day program administration and renewal preparations and marketing. The pandemic crisis presented the need to move quickly to a fully remote workforce, requiring work-at-home protocols and system capabilities which had been in place for several years before this event. The timing of the check-in calls varies depending on the time of year (e.g. weekly to bi-weekly calls during renewals or monthly calls during non-renewal times). As a true extension of MCWA's risk management resources, we believe the regular check-in calls are a critical element of our relationship building and success in communicating the MCWA message into the marketplace.

To ensure consistency in client service, Gallagher's comprehensive professional standards serve as the basis for our clients' service expectations. The following standards include policies and procedures related to risk analysis, marketing, policy review and delivery, policy servicing and claims advocacy.

Technical Service Standards	Within:
Return phone calls	Same day or within 24 hours
Issue invoices and related documents	8 work days of binding coverage or final terms are confirmed
Incorporate policy changes	Date of receipt or date coverage needed
Issue certificates	24 hours of receipt or as needed
Process endorsements	10 work days of receipt from carrier
Process agency bill audits	7 work days of receipt from carrier
Issue auto ID cards	24 hours or as needed
Check policies	Check 90 work days of effective date; deliver them within 10 work days of checking



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7: Accuracy of Information Furnished:

To the best knowledge of MCWA, the information contained in this quotation specifications is accurate. If any variance is noted, however, the data supplied in this specification shall be used for the quotation. Details on variances, together with premium adjustments proposed, should be shown separately.

Gallagher confirms the information contained in this quotation specifications is accurate.



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8: Deviations and Changes from the Formal 2024 Bid Specifications:

If the quotation differs in coverage, limits, terms, conditions or any other aspect from the form 2024 specifications, please outline in detail the differences in your proposal from the requested bid specifications.

Property loss limits decreased from \$400,000,000 to \$300,000,000. Currently, the highest limit at a single location is \$250,000,000

As we received the quotes the day before the bid spec was due, we will need to continue conversation with consultant to confirm any deviations and changes from the formal 2024 Bid Specifications.



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Appendix



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THE

GALLAGHER

WAY

Shared Values at Gallagher are the rock foundation of the Company and our Culture. **What is a Shared Value?** These are concepts that the vast majority of the movers and shakers in the Company passionately adhere to. **What are some of Gallagher's Shared Values?**

1. We are a sales and marketing company dedicated to providing excellence in risk management services to our clients.
2. We support one another. We believe in one another. We acknowledge and respect the ability of one another.
3. We push for professional excellence.
4. We can all improve and learn from one another.
5. There are no second-class citizens — everyone is important and everyone's job is important.
6. We're an open society.
7. Empathy for the other person is not a weakness.
8. Suspicion breeds more suspicion. To trust and be trusted is vital.
9. Leaders need followers. How leaders treat followers has a direct impact on the effectiveness of the leader.
10. Interpersonal business relationships should be built.
11. We all need one another. We are all cogs in a wheel.
12. No department or person is an island.
13. Professional courtesy is expected.
14. Never ask someone to do something you wouldn't do yourself.
15. I consider myself support for our sales and marketing. We can't make things happen without each other. We are a team.
16. Loyalty and respect are earned — not dictated.
17. Fear is a turnoff.
18. People skills are very important at Arthur J. Gallagher & Co.
19. We're a very competitive and aggressive company.
20. We run to problems — not away from them.
21. We adhere to the highest standards of moral and ethical behavior.
22. People work harder and are more effective when they're turned on — not turned off.
23. We are a warm, close company. This is a strength — not a weakness.
24. We must continue building a professional company — together — as a team.
25. Shared values can be altered with circumstances — but carefully and with tact and consideration for one another's needs.

When accepted Shared Values are changed or challenged, the emotional impact and negative feelings can damage the Company.

ROBERT E. GALLAGHER
MAY 1984



Gallagher

Gallagher at a Glance

Gallagher has been designing solutions to meet our clients' unique needs for more than 95 years. We pioneered many of the innovations in risk management used by businesses in all industries today. We believe that the best environment for learning and growing is one that remembers the past and invents the future. Gallagher has divisions specializing in retail insurance brokerage operations, benefits and HR consulting, wholesale distributions and third-party administrations, and claims processing.

As one of the largest insurance brokers in the world, Gallagher has over 860 offices globally and provides client-service capabilities in more than 150 countries around the world through our network of partners.

ajg.com

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This proposal of coverage is intended to facilitate your understanding of the insurance program. It is not intended to replace or supersede your insurance policies.



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Investment Notice

May 1, 2024

Nick Noce
Monroe County Water Authority
475 Norris Drive
Rochester, NY 14610

Dear 

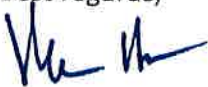
Your support of Greater Rochester Enterprise's mission is greatly appreciated. We recognize the tremendous commitment you have made to the future of the Greater Rochester Region, and promise to be good stewards of the resources and trust you have placed in us.

Your investment is due. To qualify for a charitable contribution, checks should be made payable to the **Greater Rochester Enterprise Foundation**, a 501 (c) 3 charitable organization. Please mail your check to my attention at 100 Chestnut Street, Suite 1910, Rochester, NY 14604.

2024 Commitment: \$27,500
Total Paid to Date: \$0
Amount Due Now: \$27,500
Due Date: May 31, 2024

Again, thank you for your continued support. Please feel free to contact me at 585-530-6200 if I may be of assistance.

Best regards,



Matt Hurlbutt
President & CEO

Note: GRE has permission to publicly acknowledge your contribution.

**DEFERRED COMPENSATION PLAN
FOR EMPLOYEES OF
MONROE COUNTY WATER AUTHORITY**

**Financial Statements and Required
Supplementary Information**

December 31, 2023 and 2022

(With Independent Auditors' Report Thereon)

DEFERRED COMPENSATION PLAN FOR EMPLOYEES
OF MONROE COUNTY WATER AUTHORITY

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* * * * *

INDEPENDENT AUDITORS' REPORT

To the Deferred Compensation Committee of the
Deferred Compensation Plan for Employees of
Monroe County Water Authority:

Report on the Financial Statements

Opinion

We have audited the accompanying financial statements of the Deferred Compensation Plan for Employees of Monroe County Water Authority (the Plan), an employee benefit plan, which comprise the statements of fiduciary net assets available for plan benefits as of December 31, 2023 and 2022, and the related statements of changes in fiduciary net assets available for plan benefits for the years then ended, and the related notes to financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the fiduciary net assets available for plan benefits of the Deferred Compensation Plan for Employees of Monroe County Water Authority as of December 31, 2023 and 2022, and the changes in its fiduciary net assets available for plan benefits for the years then ended, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Plan and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Plan's ability to continue as a going concern for one year after the date that the financial statements are available to be issued.

Management is also responsible for maintaining a current plan instrument, including all plan amendments, administering the plan, and determining that the plan's transactions that are presented and disclosed in the financial statements are in conformity with the plan's provisions, including maintaining sufficient records with respect to each of the participants, to determine the benefits due or which may become due to such participants.

Auditors' Responsibility for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance, but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audits.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audits in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Plan's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Plan's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audits.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 4 through 7 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Williamsville, New York
, 2024

DEFERRED COMPENSATION PLAN FOR EMPLOYEES
OF MONROE COUNTY WATER AUTHORITY

Management's Discussion and Analysis

December 31, 2023 and 2022

This section presents Management's Discussion and Analysis (MD&A) of the Deferred Compensation Plan for Employees of Monroe County Water Authority's (the Plan) financial position and performance for the fiscal years ended December 31, 2023 and 2022. This section is presented as a narrative overview and analysis. Please read the MD&A in conjunction with the financial statements and notes to financial statements to better understand the financial condition and performance of the Plan during the fiscal years ended December 31, 2023 and 2022.

Financial Highlights

- The Plan's fiduciary net assets available for plan benefits are \$30,475,253 and \$27,260,702 at December 31, 2023 and 2022, respectively. The fiduciary net assets available for plan benefits represent participant contributions and net investment income.
- The Plan's fiduciary net assets available for plan benefits as of December 31, 2023 increased by \$3,214,551 or approximately 11.8% from the prior year.
- The Plan's fiduciary net assets available for plan benefits as of December 31, 2022 decreased by \$4,719,397 or approximately 14.8% from the prior year.
- The Plan had investment income of \$3,796,870 for the year ended December 31, 2023 compared to investment loss of \$3,765,864 for the year ended December 31, 2022.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the Plan's financial statements, which comprise the following:

- Statements of Fiduciary Net Assets Available for Plan Benefits
- Statements of Changes in Fiduciary Net Assets Available for Plan Benefits
- Notes to Financial Statements

Statements of Fiduciary Net Assets Available for Plan Benefits - These statements present information regarding the Plan's assets, liabilities and resulting net assets held in trust for Plan benefits. These statements reflect the Plan's investments and notes receivable from participants at December 31, 2023 and 2022.

Statements of Changes in Fiduciary Net Assets Available for Plan Benefits - These statements present how the Plan's net assets held in trust changed during the years ended December 31, 2023 and 2022. These statements present employee contributions along with net investment income (loss) during the years from individual participant-directed investing activities. Deductions for participant benefit payments and administrative expenses are also presented.

DEFERRED COMPENSATION PLAN FOR EMPLOYEES
OF MONROE COUNTY WATER AUTHORITY

Management's Discussion and Analysis, Continued

Notes to Financial Statements - The notes to financial statements are an integral part of the financial statements and provide additional detailed information and schedules that are essential to better understand the Plan's financial statements.

Condensed Financial Information

		Net assets		
		<u>Increase (decrease)</u>		
<u>Description</u>	<u>2023</u>	<u>2022</u>	<u>Amount</u>	<u>Percentage</u>
Assets:				
Investments:				
Mutual funds	\$ 20,894,672	16,025,424	4,869,248	30.4%
Self-directed brokerage accounts	37,474	32,811	4,663	14.2%
General account	<u>9,313,427</u>	<u>10,949,702</u>	(1,636,275)	(14.9%)
Total investments	30,245,573	27,007,937	3,237,636	12.0%
Notes receivable from participants	211,800	245,201	(33,401)	(13.6%)
Holding account	<u>17,880</u>	<u>7,564</u>	<u>10,316</u>	136.4%
Fiduciary net assets available for plan benefits	<u>\$ 30,475,253</u>	<u>27,260,702</u>	<u>3,214,551</u>	11.8%
Change in net assets				
		<u>Increase (decrease)</u>		
<u>Description</u>	<u>2023</u>	<u>2022</u>	<u>Amount</u>	<u>Percentage</u>
Fiduciary net assets available for plan benefits at beginning of year	\$ <u>27,260,702</u>	<u>31,980,099</u>	(4,719,397)	(14.8%)
Additions:				
Employee contributions	1,492,271	1,609,994	(117,723)	(7.3%)
Rollover contributions	24,901	-	24,901	100.0%
Investment income (loss)	3,796,870	(3,765,864)	7,562,734	200.8%
Interest on notes receivable from participants	<u>11,324</u>	<u>11,163</u>	<u>161</u>	1.4%
Total additions (reductions)	<u>5,325,366</u>	<u>(2,144,707)</u>	<u>7,470,073</u>	348.3%

DEFERRED COMPENSATION PLAN FOR EMPLOYEES
OF MONROE COUNTY WATER AUTHORITY

Management's Discussion and Analysis, Continued

<u>Description</u>	<u>2023</u>	<u>2022</u>	<u>Increase (decrease)</u>	
			<u>Amount</u>	<u>Percentage</u>
Deductions:				
Benefits paid to participants	\$ 2,073,382	2,559,134	(485,752)	(19.0%)
Fees	19,753	15,556	4,197	27.0%
Deemed distributions	<u>17,680</u>	<u>-</u>	<u>17,680</u>	100.0%
Total deductions	<u>2,110,815</u>	<u>2,574,690</u>	<u>(463,875)</u>	(18.0%)
Net change	<u>3,214,551</u>	<u>(4,719,397)</u>	<u>7,933,948</u>	168.1%
Fiduciary net assets available for plan benefits at end of year	\$ <u>30,475,253</u>	<u>27,260,702</u>	<u>3,214,551</u>	11.8%

Net assets

<u>Description</u>	<u>2022</u>	<u>2021</u>	<u>Increase (decrease)</u>	
			<u>Amount</u>	<u>Percentage</u>
Assets:				
Investments:				
Mutual funds	\$ 16,025,424	-	16,025,424	100.0%
Self-directed brokerage accounts	32,811	-	32,811	100.0%
General account	10,949,702	11,638,383	(688,681)	(5.9%)
Pooled separate accounts	<u>-</u>	<u>20,122,896</u>	<u>(20,122,896)</u>	(100.0%)
Total investments	27,007,937	31,761,279	(4,753,342)	(15.0%)
Notes receivable from participants	245,201	218,820	26,381	12.1%
Holding account	<u>7,564</u>	<u>-</u>	<u>7,564</u>	100.0%
Fiduciary net assets available for plan benefits	\$ <u>27,260,702</u>	<u>31,980,099</u>	<u>(4,719,397)</u>	(14.8%)

Change in net assets

<u>Description</u>	<u>2022</u>	<u>2021</u>	<u>Increase (decrease)</u>	
			<u>Amount</u>	<u>Percentage</u>
Fiduciary net assets available for plan benefits at beginning of year	\$ <u>31,980,099</u>	<u>30,052,737</u>	<u>1,927,362</u>	6.4%
Additions:				
Employee contributions	1,609,994	1,404,375	205,619	14.6%
Investment income (loss)	(3,765,864)	3,548,463	(7,314,327)	(206.1%)
Interest on notes receivable from participants	<u>11,163</u>	<u>8,534</u>	<u>2,629</u>	30.8%
Total additions (reductions)	<u>(2,144,707)</u>	<u>4,961,372</u>	<u>(7,106,079)</u>	(143.2%)

DEFERRED COMPENSATION PLAN FOR EMPLOYEES
OF MONROE COUNTY WATER AUTHORITY

Management's Discussion and Analysis, Continued

<u>Description</u>	<u>2022</u>	<u>2021</u>	<u>Increase (decrease)</u>	
			<u>Amount</u>	<u>Percentage</u>
Deductions:				
Benefits paid to participants	\$ 2,559,134	3,033,080	(473,946)	(15.6%)
Fees	<u>15,556</u>	<u>930</u>	<u>14,626</u>	1,572.7%
Total deductions	<u>2,574,690</u>	<u>3,034,010</u>	<u>(459,320)</u>	(15.1%)
Net change	<u>(4,719,397)</u>	<u>1,927,362</u>	<u>(6,646,759)</u>	(344.9%)
Fiduciary net assets available for plan benefits at end of year	\$ <u>27,260,702</u>	<u>31,980,099</u>	<u>(4,719,397)</u>	(14.8%)

Investments

The Plan is participant-directed, which means that each Plan participant can decide how his or her contributions are to be allocated among the investment options. Each participant's account is credited with the participant's contributions and the appreciation or depreciation in unit value of the related investment funds.

Contributions and Distributions

The Plan received contributions of \$1,492,271 during the year ended December 31, 2023 compared to \$1,609,994 during the year ended December 31, 2022 and \$1,404,375 during the year ended December 31, 2021.

The Plan had benefits paid to participants of \$2,073,382 during the year ended December 31, 2023 compared to \$2,559,134 during the year ended December 31, 2022 and \$3,033,080 during the year ended December 31, 2021. There were 243 distributions to participants in 2023, versus 217 in 2022 and 202 in 2021.

Fiduciary Responsibilities

The Deferred Compensation Committee of the Deferred Compensation Plan for Employees of Monroe County Water Authority and the Plan administrator are co-fiduciaries of the Plan.

The Plan's assets can only be used for the exclusive benefit of the Plan's participants, beneficiaries and alternate payees.

Request for Information

This financial report is designed to provide a general overview of the Plan's finances. Questions concerning any of the information provided in this financial report or requests for additional information should be addressed to:

Monroe County Water Authority
475 Norris Drive
Rochester, New York 14610

DEFERRED COMPENSATION PLAN FOR EMPLOYEES
OF MONROE COUNTY WATER AUTHORITY
Statements of Fiduciary Net Assets Available for Plan Benefits
December 31, 2023 and 2022

	<u>2023</u>	<u>2022</u>
Investments:		
Investments, at fair value:		
Mutual funds	\$ 20,894,672	16,025,424
Self-directed brokerage accounts	<u>37,474</u>	<u>32,811</u>
Total investments, at fair value	20,932,146	16,058,235
Investments, at contract value - investment contract	<u>9,313,427</u>	<u>10,949,702</u>
Total investments	30,245,573	27,007,937
Notes receivable from participants	211,800	245,201
Holding account	<u>17,880</u>	<u>7,564</u>
Fiduciary net assets available for plan benefits	<u>\$ 30,475,253</u>	<u>27,260,702</u>

See accompanying notes to financial statements.

DEFERRED COMPENSATION PLAN FOR EMPLOYEES
OF MONROE COUNTY WATER AUTHORITY

Statements of Changes in Fiduciary Net Assets Available for Plan Benefits
Years ended December 31, 2023 and 2022

	<u>2023</u>	<u>2022</u>
Additions to fiduciary net assets attributed to:		
Employee contributions	\$ 1,492,271	1,609,994
Rollover contributions	24,901	-
Investment income (loss)	3,796,870	(3,765,864)
Interest on notes receivable from participants	11,324	11,163
Total additions (reductions) to fiduciary net assets	<u>5,325,366</u>	<u>(2,144,707)</u>
Deductions from fiduciary net assets attributed to:		
Benefits paid to participants	(2,073,382)	(2,559,134)
Fees	(19,753)	(15,556)
Deemed distributions	(17,680)	-
Total deductions from fiduciary net assets	<u>(2,110,815)</u>	<u>(2,574,690)</u>
Net change	3,214,551	(4,719,397)
Fiduciary net assets available for plan benefits:		
Beginning of year	<u>27,260,702</u>	<u>31,980,099</u>
End of year	<u>\$ 30,475,253</u>	<u>27,260,702</u>

See accompanying notes to financial statements.

DEFERRED COMPENSATION PLAN FOR EMPLOYEES
OF MONROE COUNTY WATER AUTHORITY

Notes to Financial Statements

December 31, 2023 and 2022

(1) Description of Plan

The following description of the Deferred Compensation Plan for Employees of Monroe County Water Authority (the Plan) is provided for general informational purposes. Participants should refer to the Plan document for a more complete description of the Plan's provisions.

(a) General

The Plan is a defined contribution plan covering the employees of Monroe County Water Authority (the Authority). The Authority is a public benefit corporation and a discretely presented component unit of the County of Monroe, New York. The Plan is exempt from income taxes under Section 457(b) of the Internal Revenue Code (the Code). There were 246 plan participants as of December 31, 2023 and 2022.

(b) Administration

The Plan is administered by the Deferred Compensation Committee of the Authority. Empower Trust Company, LLC is the Trustee of the Plan. Empower Retirement, LLC maintains the Plan's investment contracts and provides certain administrative and recordkeeping services to the Plan.

(c) Eligibility

Employees are eligible to participate in the Plan upon commencement of employment with the Authority.

(d) Contributions

The Plan provides for tax-deferred employee contributions between a minimum contribution of \$10 per pay period and a maximum contribution equal to the lesser of 100% of the participant's compensation for the plan year or the maximum amount permitted by Section 457(e)(15) of the Code which was \$22,500 and \$20,500 in 2023 and 2022, respectively.

In addition, the Plan contains certain "catch-up" provisions that allow participants to make additional contributions to the Plan for the three years prior to that participant's normal retirement age. Under these provisions, eligible participants were able to contribute up to \$45,000 and \$41,000 in 2023 and 2022, respectively.

Employees direct their contributions at their discretion. The Plan does not provide for employer contributions.

(e) Administrative Expenses

Empower Retirement reimburses the Plan Sponsor, the Authority, for administrative expenses up to \$10,000 each year.

DEFERRED COMPENSATION PLAN FOR EMPLOYEES
OF MONROE COUNTY WATER AUTHORITY

Notes to Financial Statements, Continued

(1) Description of Plan, Continued

(f) Participant Accounts

Each participant account is credited with the participant contributions and investment earnings. Participant accounts are reduced by their withdrawals. Fees paid by the Plan are allocated as a reduction of the participant's account.

(g) Vesting

Participants are immediately vested in their account balances.

(h) Notes Receivable from Participants

Active employees may take loans against their account balances. Participants may have only one loan outstanding at a time and the loan may not exceed the lesser of 50% of their account balance or \$50,000. Participant loans bear interest at the prime rate plus 1% at the time the loan is issued and are generally paid over a 60-month period. Loans for the acquisition of a principal residence may be repaid over a term of up to 15 years. Loans are considered to be in default if a participant fails to make a required loan repayment within 90 days following the due date for such repayment. These loans are administered by Empower Retirement.

(i) Benefit Payments

The Plan provides for benefit payment upon either the termination of employment or the attainment of the age of 72, as well as for in-service distributions with a minimum age requirement of 59 ½. Plan members may elect to receive a lump sum amount or payments in substantially equivalent monthly, quarterly or annual installments. The minimum periodic or lump sum distribution must be \$100 per payment.

(j) Unforeseeable Emergency Withdrawals

The Plan allows for unforeseeable emergency withdrawals under certain circumstances in accordance with the regulations promulgated under Section 457 of the Code.

(k) Plan Termination

Although it has not expressed any intent to do so, the Authority may discontinue the Plan at any time subject to the provisions of Federal and New York State laws. In the event of Plan termination, the Authority shall not permit any further deferrals of compensation and all amounts previously deferred shall be payable to participants as provided by the Plan document.

(2) Summary of Significant Accounting Policies

(a) Basis of Accounting

The Plan's financial statements are prepared in accordance with accounting principles generally accepted in the United States as set forth by the Governmental Accounting Standards Board.

DEFERRED COMPENSATION PLAN FOR EMPLOYEES
OF MONROE COUNTY WATER AUTHORITY

Notes to Financial Statements, Continued

(2) Summary of Significant Accounting Policies, Continued

(b) Benefit Payments

Benefit payments are recorded when paid.

(c) Investment Valuation and Income Recognition

The Plan's investments are stated at fair value, except for the fully benefit-responsive investment contract, which are valued at contract value (note 4). Fair value is the price that would be received from the sale of an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. See note 3 for a discussion of fair value measurements.

Purchases and sales of investments are recorded on a trade-date basis. Interest income is recorded on the accrual basis. Dividends are recorded on the ex-dividend date. Net appreciation or depreciation includes both the Plan's gains and losses on investments bought and sold as well as held during the year.

The Plan invests in various types of investments. Investments are exposed to various risks, such as interest rate, market and credit risk. Due to the level of risk associated with certain investments, it is at least reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the amounts reported in the accompanying financial statements.

(d) Use of Estimates

The preparation of financial statements in accordance with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Actual results could differ from those estimates.

(e) Notes Receivable from Participants

Notes receivable from participants are measured at their unpaid balance plus any accrued but unpaid interest. Delinquent participant loans are reclassified as distributions based upon the terms of the Plan agreement. The loans bear interest rates charged by local financial institutions for similar loans. Principal and interest is paid ratably through payroll deductions.

(f) Subsequent Events

Plan management has evaluated subsequent events through the date of the report which is the date the financial statements were available to be issued.

DEFERRED COMPENSATION PLAN FOR EMPLOYEES
OF MONROE COUNTY WATER AUTHORITY

Notes to Financial Statements, Continued

(3) Fair Value Measurements

Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) No. 820, Fair Value Measurements and Disclosures, provides the framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurements) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy are described below:

Level 1 - Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Plan has the ability to access.

Level 2 - Inputs to the valuation methodology include:

- Quoted prices for similar assets or liabilities in active markets;
- Quoted prices for identical or similar assets or liabilities in inactive markets;
- Inputs other than quoted prices that are observable for the asset or liability; and
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the level 2 input must be observable for substantially the full term of the asset or liability.

Level 3 - Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The asset or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

Following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the valuation methodologies used at December 31, 2023 and 2022.

- Mutual funds - Valued at the daily closing price as reported by the fund. Mutual funds held by the Plan are open-ended mutual funds that are registered with the Securities and Exchange Commission. These funds are required to publish their daily net asset value (NAV) and to transact at that price. The mutual funds held by the Plan are deemed to be actively traded.
- Self-directed brokerage accounts - Invested in equity securities and money market accounts. Equity securities are valued at the closing prices reported in the active markets in which the individual securities are traded.

DEFERRED COMPENSATION PLAN FOR EMPLOYEES
OF MONROE COUNTY WATER AUTHORITY

Notes to Financial Statements, Continued

(3) Fair Value Measurements, Continued

The following tables set forth by level, within the fair value hierarchy, the Plan's assets at fair value as of December 31, 2023 and 2022:

	2023			
	Level 1	Level 2	Level 3	Total
Mutual funds	\$ 20,894,672	-	-	20,894,672
Self-directed brokerage accounts	37,474	-	-	37,474
Total	\$ 20,932,146	-	-	20,932,146
	2022			
	Level 1	Level 2	Level 3	Total
Mutual funds	\$ 16,025,424	-	-	16,025,424
Self-directed brokerage accounts	32,811	-	-	32,811
Total	\$ 16,058,235	-	-	16,058,235

(4) Investment Contract with Insurance Company

The Plan has a fully benefit-responsive investment contract with Empower Retirement, LLC, who maintains participant contributions in a general account, amounting to \$9,313,427 and \$10,949,702 as of December 31, 2023 and 2022, respectively. The account is credited with actual earnings on the underlying investments and is charged for certain administrative expenses of the Plan. The contract provides a liquidity guarantee for liquidations, transfers or hardship withdrawals initiated by participants without incurring a settlement charge to remove their funds from the Plan. Therefore, the contract is considered fully benefit-responsive and is included in the financial statements at contract value as reported to the Plan by Empower Retirement, LLC. Contract value represents contributions made under contract, plus investment earnings or losses, less benefit payments and administrative expenses. Therefore, no adjustment to contract value from fair value for fully benefit-responsive investment contracts is presented on the statements of fiduciary net assets available for plan benefits at either the year ended December 31, 2023 or 2022. The declared interest rate as of December 31, 2023 and 2022 was 2.4% and 2.0%, respectively.

The Plan's ability to receive amounts due is dependent on the issuers ability to meet its financial obligations. The issuer's ability to meet its contractual obligations may be affected by future economic and regulatory developments.

DEFERRED COMPENSATION PLAN FOR EMPLOYEES
OF MONROE COUNTY WATER AUTHORITY

Notes to Financial Statements, Continued

(4) Investment Contract with Insurance Company, Continued

Certain events limit the ability of the Plan to transact at contract value with the issuer. Such events include the following: (1) amendments to the Plan documents (including complete or partial Plan termination, or merger with another plan); (2) changes to the Plan's prohibition on competing investment options or deletion of equity wash provisions; (3) bankruptcy of the Plan sponsor or other Plan sponsor events that cause a significant withdrawal from the Plan; (4) the failure of the trust to qualify for exemption from federal income taxes or any required prohibited transaction exemption under ERISA; or (5) premature termination of the contract. The Plan administrator does not believe that any events which would limit the Plan's ability to transact at contract value with participants are probable of occurring.

In addition, certain events allow the issuer to terminate the contract with the Plan and settle at an amount different from contract value. Such events include (1) an uncured violation of the Plan's investment guidelines, (2) a breach of material obligation under the contract, (3) a material misrepresentation, and (4) a material amendment to the agreement without the consent of the issuer.

(5) Income Tax Status

The Plan obtained its latest determination letter on September 15, 2011, in which the Internal Revenue Service stated that the Plan, as then designed, was in compliance with the applicable requirements of the Code. The Plan has been amended since receiving the determination letter. However, the Plan administrator and the Plan's tax counsel believe that the Plan is currently designed and being operated in compliance with the applicable requirements of the Code.

(6) Related Party Transactions

Certain Plan assets consist of notes receivable from participants which amounted to \$211,800 and \$245,201 at December 31, 2023 and 2022, respectively.

Plan Document

for the

**DEFERRED COMPENSATION
PLAN FOR EMPLOYEES OF THE
EMPLOYEES OF THE MONROE
COUNTY WATER AUTHORITY**

Amended and Restated as of January 1st, 2024

v. 12/08/2023

Amended and Restated as of January 1st, 2024

**Deferred Compensation Plan
for Employees of
The Monroe County Water
Authority
Plan Document**

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**Deferred Compensation Plan
for Employees of
The Monroe County Water Authority**

Plan Document

PURPOSE

The purpose of the Plan is to encourage Employees to make and continue careers with the Employer by providing Employees with a convenient way to save on a regular and long-term basis and thereby provide for their retirement as set forth herein. The Employer adopted this Plan by complying with the procedures set forth in the Regulations.

A Participant's benefit under the Plan is limited to the Plan Benefit, and the value of the Plan Benefit will depend upon the investment results achieved by the Investment Options in which the Participant chooses to invest. Each Participant shall be 100 percent vested at all times in his or her Plan Benefit in accordance with the terms of the Plan.

In accordance with Section 457 of the Code, all amounts of Compensation deferred or contributed under the Plan, all property and rights purchased with such amounts and all income attributable to such amounts, and all other property and rights are held in trust for the exclusive benefit of Participants and their Beneficiaries and Alternate Payees pursuant to the Trust Agreement.

The Plan and the Trust Agreement are intended to satisfy the requirements for an eligible deferred compensation plan under Section 457 of the Code applicable to governmental employers described in Section 457(e)(1)(B) of the Code, and shall be construed and administered accordingly. To the extent that any term of the Plan is inconsistent with the provisions of Section 457 of the Code applicable to governmental employers, the inconsistent term shall, to the fullest extent possible, be treated for all purposes of the Plan as amended or reformed to conform to the applicable provisions of Section 457 of the Code.

Except as otherwise provided herein, this amendment and restatement of the Plan is effective as of the Effective Date.

SECTION 1 DEFINITIONS

When used herein, the following terms shall have the following meanings:

- 1.1 “Account” means each separate account established and maintained for an Account Participant under the Plan, including, as applicable, each Before-Tax Deferral Account, Roth Account (if applicable), Rollover Account, Alternate Payee Account and Beneficiary Account.
- 1.2 “Account Participant” means each Participant, Beneficiary, Surviving Spouse, Alternate Payee or other individual with an Account.
- 1.3 “Administrative Service Agency” means an Administrative Service Agency as defined in the Regulations selected by the Committee to provide services in respect of the Plan.
- 1.4 “Alternate Payee” means any spouse, former spouse, child or other dependent of a Participant who is recognized by a Qualified Domestic Relations Order as having a right to receive all, or a portion of, the Plan Benefit with respect to such Participant.
- 1.5 “Alternate Payee Account” means the Account established for an Alternate Payee pursuant to a Qualified Domestic Relations Order.
- 1.6 “Amounts Deferred or Contributed” means the aggregate of Compensation deferred or contributed by a Participant pursuant to Sections 3.1 and 3.2, including Before-Tax Deferrals and Roth Contributions (if applicable).
- 1.7 “Before-Tax Deferral Account” means the Account or Accounts established under the Plan to record a Participant’s Before-Tax Deferrals, and the income, gains and losses credited thereto. A Beneficiary Account or Alternate Payee Account corresponding to the deceased or relevant Participant’s Before-Tax Deferrals may also be referred to as a Before-Tax Deferral Account.
- 1.8 “Before-Tax Deferrals” means that part of a Participant’s Compensation which is deferred into the Plan and is not includable in the Participant’s taxable income which, in the absence of a Participant’s election to defer such Compensation under Section 3.1, would have been paid to the Participant and would have been includable in the Participant’s taxable income.
- 1.9 “Beneficiary” means the beneficiary or beneficiaries established in accordance with the provisions of Section 9 to receive the amount, if any, payable under the Plan upon the death of a Participant or, if applicable, Beneficiary, including Designated Beneficiaries, Default Beneficiaries and Eligible Beneficiaries.
- 1.10 “Beneficiary Account” means the Account established for a Beneficiary in accordance with Section 6.2.
- 1.11 “Business Day” means, subject to Section 4.4(b), any day (measured in accordance with State time) on which the New York Stock Exchange is open for the trading of securities.

1.12 “CARES Act” means the Coronavirus Aid, Relief and Economic Security Act of 2020, as now in effect or as hereafter amended, and the applicable regulations and rulings thereunder. All references to sections of the CARES Act are to such sections as they may from time to time be amended or renumbered.

1.13 “Code” means the Internal Revenue Code of 1986, as now in effect or as hereafter amended, and the applicable Treasury Regulations and rulings thereunder. All citations to sections of the Code are to such sections as they may from time to time be amended or renumbered.

1.14 “Committee” means the Deferred Compensation Committee appointed by the Employer in accordance with the Regulations to act on behalf of Employer to administer the Plan.

1.15 “Compensation” means:

(a) all compensation for services to the Employer, including salary, wages, fees, commissions and overtime pay that is includible in the Employee’s gross income for each Plan Year under the Code;

(b) any differential wage payments defined in Code Section 3401(h)(2) pursuant to the HEART Act; and

(c) any accumulated sick pay, accumulated vacation pay and back pay paid to a Participant by his or her Employer, *provided* that such accumulated sick pay, accumulated vacation pay and back pay is received by the Plan in accordance with the timing requirements of the Treasury Regulations promulgated under Section 457 of the Code.

1.16 “Coronavirus-Related Distribution” means a distribution made from the Plan to a Qualified Participant on or after January 1, 2020 and before December 31, 2020 or such other date provided for under the CARES Act or other applicable law.

1.17 “Default Beneficiary” has the meaning set forth in Section 9.2(a).

1.18 “Designated Beneficiary” means a Beneficiary designated in accordance with Section 9.1 by a Participant (or by the Surviving Spouse of a Participant on or following the death of the Participant in accordance with Section 9.3).

1.19 “Distributee” means (a) an Employee or former Employee, (b) the Surviving Spouse of an Employee or former Employee and (c) the spouse or former spouse of an Employee or former Employee, but only to the extent such spouse or former spouse is an Alternate Payee under a Qualified Domestic Relations Order and only with regard to the interest of such spouse or former spouse.

1.20 “Distribution Waiting Period” means 45 days following a Participant’s Severance from Employment, or, to the extent that the Committee has designated a different Distribution Waiting Period under Section 8.1(e) of Schedule A, the Distribution Waiting Period as set forth in Section 8.1(e) of Schedule A.

1.21 “Earliest Retirement Date” means the earlier of (a) the date on which the Participant Severs from Employment or (b) the date the Participant attains age 50.

1.22 “Effective Date” means 1/1/2024

1.23 “Eligible Beneficiary” means, in accordance with Section 401(a)(9) of the Code, a Beneficiary who is, as of the time of the Participant’s death, (i) the Participant’s Surviving Spouse, (ii) the Participant’s child who has not yet reached the age of majority (within the meaning of Section 401(a)(9)(F) of the Code), (iii) a disabled Beneficiary (within the meaning of Section 72(m)(7) of the Code), (iv) a Beneficiary who is chronically ill (within the meaning of Section 7702B(c)(2) of the Code) or (v) a Beneficiary who is not more than 10 years younger than the Participant.

1.24 “Eligible Retirement Plan” means:

- (a) an individual retirement account described in Section 408(a) of the Code;
- (b) an individual retirement annuity described in Section 408(b) of the Code;
- (c) a qualified trust under Section 401(a) or 401(k) of the Code;
- (d) an annuity contract or custodial account described in Section 403(b) of the Code;
- (e) an eligible deferred compensation plan described in Section 457 of the Code that is maintained by a state, political subdivision of a state, any agency or instrumentality of a state or political subdivision of a state; and
- (f) a Roth IRA.

1.25 “Eligible Rollover Distribution” means all or any portion of the balance of the Plan to the credit of a Distributee or a Beneficiary of a Participant, except that an Eligible Rollover Distribution shall not include (a) any distribution that is (i) one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee’s Beneficiary or (ii) for a specified period of ten years or more, (b) any distribution to the extent such distribution is required under Section 401(a)(9) of the Code or (c) any distribution due to an Unforeseeable Emergency.

1.26 “Employee” means any individual who receives Compensation for services from the Employer, including any elected or appointed officer or employee of the Employer, and any employee who is included in a unit of employees covered by a negotiated collective bargaining agreement that specifically provides for participation in the Plan. An Employee shall not include an independent contractor, a consultant or any other individual classified by the Employer as not eligible to participate in the Plan.

- 1.27 “Employer” means The Monroe County Water Authority
- 1.28 “Enrollment Date” means, with respect to an Employee who is eligible to enroll or be enrolled in the Plan, any payroll date on which such Employee receives Compensation, or such other date or dates as the Administrative Service Agency may establish either in lieu of, or in addition to, such dates.
- 1.29 “Financial Organization” means a Financial Organization as defined in the Regulations selected by the Committee to provide services in respect of the Plan.
- 1.30 “HEART Act” means the Heroes Earnings Assistance and Relief Tax Act of 2008.
- 1.31 “Includible Compensation” means “includible compensation” as defined in Section 457(e)(5) of the Code.
- 1.32 “Investment Fund” means each of the investment funds made available by the Committee through the Plan in accordance with Section 6.5(b).
- 1.33 “Investment Option” means each of the Investment Funds and each other investment option made available by the Committee through the Plan in accordance with Section 6.5(b).
- 1.34 “Loan Grace Period” means 90 days following the due date of a Participant’s scheduled repayment of his or her Plan loan, or, to the extent that the Committee has designated a shorter Loan Grace Period under Section 7.3(f) of Schedule A, the Loan Grace Period as set forth in Section 7.3(f) of Schedule A.
- 1.35 “Maximum Annual Number of Partial Distributions” means twelve partial lump sum payments per Plan Year, or, to the extent that the Committee has designated a different Maximum Annual Number of Partial Distributions under Section 8.1(c)(i) and (iii) of Schedule A, the Maximum Annual Number of Partial Distributions as set forth in Section 8.1(c)(i) and (iii) of Schedule A.
- 1.36 “Minimum Installment Amount” means \$100, or, to the extent that the Committee has designated a different Minimum Installment Amount under Section 8.1(c) of Schedule A, the Minimum Installment Amount as set forth in Section 8.1(c) of Schedule A.
- 1.37 “Minimum Lump Sum Amount” means \$100, or, to the extent that the Committee has designated a different Minimum Lump Sum Amount under Section 8.1(c)(i) and (iii) of Schedule A, the Minimum Lump Sum Amount as set forth in Section 8.1(c)(i) and (iii) of Schedule A.
- 1.38 “Normal Retirement Age” means any age designated by a Participant within the following parameters: (i) beginning (A) no earlier than the earliest age at which the Participant has the right to retire under the basic pension plan, if any, in which the Participant participates in connection with his or her service to the Employer and to receive immediate retirement benefits without actuarial or similar reduction because of retirement before some later age specified in
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such basic pension plan or, (B) in the case of a Participant who does not participate in such basic pension plan, no earlier than age 65 and (ii) ending no later than age 72. Notwithstanding the previous sentence, a Participant who is a qualified police officer or firefighter (as defined under Section 415(b)(2)(H)(ii)(I) of the Code) may designate a Normal Retirement Age that is earlier than the earliest Normal Retirement Age described above, but in no event may such Normal Retirement Age be earlier than age 40. Notwithstanding anything in the Plan to the contrary, a Participant's designation of a Normal Retirement Age shall not control the date that payment of such Participant's benefits shall commence pursuant to Section 8.

1.39 “Participant” means an Employee or former Employee who is not deceased and who has an Account or Rollover Account under the Plan.

1.40 “Participation Agreement” means an agreement in writing or in such other form approved by the Committee, pursuant to which the Employee elects to reduce his or her Compensation for future Enrollment Dates and to have amounts deferred or contributed into the Plan on his or her behalf in accordance with the terms of the Plan.

1.41 “Plan” means the Deferred Compensation Plan for Employees of the Employer, as the same may be amended from time to time.

1.42 “Plan Benefit” has the meaning set forth in Section 6.5.

1.43 “Plan Year” means the calendar year.

1.44 “Qualified Domestic Relations Order” means any judgment, decree or order, including, approval of a property settlement agreement, that has been determined by the Administrative Service Agency to meet the requirements of a qualified domestic relations order within the meaning of Section 414(p) of the Code.

1.45 “Qualified Participant” means a Participant who meets the requirements of Section 2202(a)(4)(A)(ii) of the CARES Act.

1.46 “Qualified Roth Contribution Program” means a qualified Roth contribution program as defined in Section 402A of the Code.

1.47 “Regulations” means the rules and regulations promulgated by the Deferred Compensation Board of the State of New York pursuant to Section 5 of the State Finance Law, as the same may be amended from time to time.

1.48 “Required Beginning Date” means April 1 of the calendar year following the later of the calendar year in which the Participant: (a) attains the “applicable age” within the meaning of Section 401(a)(9)(C)(v) of the Code or (b) Severs from Employment.

1.49 “Review Committee” means the committee designated to review claims to rights or benefits under the Plan in accordance with Section 11.8 and requests for Unforeseeable Emergency withdrawals under Section 7.

1.50 “Rollover Account” means the Account or Accounts established and maintained in respect of a Participant or a Beneficiary who is a Participant’s Surviving Spouse or, if applicable, by a spousal Alternate Payee pursuant to Section 5.2(c).

1.51 “Rollover Contribution” means the amount contributed by a Participant or a Beneficiary to a Rollover Account or, if applicable, by an Alternate Payee to an Alternate Payee Account, in accordance with Section 5.2 that the Administrative Service Agency has determined would qualify as an Eligible Rollover Distribution, other than a distribution consisting of contributions to a Roth IRA, and which the Administrative Service Agency has determined may be contributed.

1.52 “Roth Account” means the Account or Accounts established under the Plan to record a Participant’s Roth Contributions, and the income, gains and losses credited thereto. A Beneficiary Account or Alternate Payee Account corresponding to the deceased or relevant Participant’s Roth Contributions may also be referred to as a Roth Account.

1.53 “Roth Contributions” means amounts contributed pursuant to Section 3.1 by a Participant to the extent that the Committee has resolved to implement a Roth Program to Section 3.1(c) of Schedule A, which amounts are:

(a) designated irrevocably by the Participant at the time of the contribution election as Roth Contributions that are being made from Compensation pursuant to Section 3.1(c); and

(b) treated by the Employer as includible in the Participant’s income at the time the Participant would have received that amount in Compensation.

1.54 “Roth IRA” has the meaning set forth in Section 408A of the Code.

1.55 “Roth Program” means a Qualified Roth Contribution Program within the Plan.

1.56 “Section 457 Transfer” means a transfer made into an Account pursuant to Section 5.1.

1.57 “SECURE Act” means the Setting Every Community Up for Retirement Enhancement Act of 2019, as now in effect or as hereafter amended, and the applicable regulations and rulings thereunder. All citations to sections of the SECURE Act are to such sections as they may from time to time be amended or renumbered.

1.58 “SECURE 2.0 Act” means the SECURE 2.0 Act of 2022, as now in effect or as hereafter amended, and the applicable regulations and rulings thereunder. All citations to sections of the SECURE 2.0 Act are to such sections as they may from time to time be amended or renumbered.

1.59 “Severance from Employment” or “Severs from Employment” means a severance from employment with the Employer within the meaning of Section 457 of the Code.

1.60 “State” means the State of New York.

1.61 “Surviving Spouse” means the survivor of a deceased Participant to whom such Participant was legally married on the date of the Participant’s death.

1.62 “Treasury Regulations” means the regulations promulgated by the Treasury Department under the Code, as now in effect or as hereafter amended. All citations to sections of the Treasury Regulations are to such sections as they may from time to time be amended or renumbered.

1.63 “Trust Agreement” means an agreement entered into in respect of the Plan between the Committee and one or more Trustees pursuant to which all cash and other rights and properties and all income attributable to such cash and rights and properties are held in trust as such agreement may be amended from time to time.

1.64 “Trust Fund” means the assets of the Plan, including cash and other rights and properties arising from Amounts Deferred or Contributed, Section 457 Transfers and Rollover Contributions which are held and administered by the Trustee pursuant to the Trust Agreement.

1.65 “Trustee” means the trustee or trustees acting as such under the Trust Agreement, and any successors thereto.

1.66 “Unforeseeable Emergency” means a (i) severe financial hardship to the Participant resulting from a sudden and unexpected illness or accident of the Participant or Beneficiary, the Participant’s or Beneficiary’s spouse, or the Participant’s or Beneficiary’s dependent, (ii) loss of the Participant’s or Beneficiary’s property because of casualty, or (iii) other similar extraordinary or unforeseeable circumstances arising as a result of events beyond the control of the Participant or Beneficiary.

1.67 “Unit” means a unit measuring the value of an Account Participant’s proportionate interest in an Investment Fund.

1.68 “USERRA” means the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 contained in chapter 43 of title 38 of the United States Code.

1.69 “Valuation Date” means each Business Day unless otherwise provided in the Plan or in an agreement between the Committee and a Financial Organization.

SECTION 2 PARTICIPATION

2.1 Enrollment.

(a) Eligibility and Enrollment. Each Employee shall be eligible to participate in the Plan as of any Enrollment Date following the date he or she becomes an Employee, and shall commence such participation in the Plan by duly filing a Participation Agreement and any enrollment forms or other pertinent information concerning the Employee and his or her Beneficiary with the Administrative Service Agency in a manner as prescribed by the Committee.

(b) Initial Enrollment and Subsequent Changes. Each Employee enrolling in the Plan shall provide to the Administrative Service Agency, in a complete and timely manner, at the time of initial enrollment and thereafter if there are any changes, with such information that the Administrative Service Agency determines is necessary or advisable for the administration of the Plan or to comply with applicable law.

2.2 Voluntary Participation. Participation in the Plan by Employees shall be voluntary.

2.3 Cessation of Participation. The participation of an Account Participant shall cease upon payment to the Account Participant of the entire value of his or her Plan Benefit or upon the Account Participant's death prior to such payment.

2.4 Corrective Action. If an individual is erroneously included or excluded from participation, corrective action will be taken as soon as administratively practicable to correct such erroneous inclusion or exclusion.

SECTION 3 AMOUNTS DEFERRED OR CONTRIBUTED

3.1 Participant Deferral and Contribution Authorization.

(a) Initial Authorization. A Participant may elect to defer or contribute Compensation under the Plan by authorizing, on his or her Participation Agreement, regular payroll deductions that do not individually or in the aggregate exceed the limitations of Section 3.2. Unless otherwise designated under Section 3.1(c), any Amounts Deferred or Contributed under this Section 3.1(a) shall be treated as Before-Tax Deferrals. Any initial deferral election shall be effective as soon as administratively practicable.

(b) Modifications. A Participant may increase or decrease the rate of deferral or contribution of his or her Compensation, and may make separate elections with respect to the increase or decrease of the rate of his or her Before-Tax Deferrals and Roth Contributions (to the extent applicable), within the limitations set forth in Section 3.2, as of any Enrollment Date by duly filing a new or modified Participation Agreement, or such other form authorized for such purpose by the Committee, with the Administrative Service Agency, which shall be effective as soon as administratively practicable.

(c) Roth Contributions. To the extent that the Committee has resolved on or after January 1, 2011 to implement a Roth Program pursuant to Section 3.1 (c) of Schedule A, a Participant shall be permitted to make Roth Contributions from his or her Compensation by designating a percentage of his or her initial authorization or modified authorization described in Sections 3.1(a) and 3.1(b) as Roth Contributions, which designation shall be effective as soon as administratively practicable for all future payroll periods until modified or suspended. For the avoidance of doubt, to the extent that the Committee has *not* resolved to implement a Roth Program pursuant to Section 3.1(c) of Schedule A, Participants shall not be permitted to make Roth Contributions and any provisions of the Plan as they relate to Roth Contributions, Roth Accounts, Rollover Contributions from Qualified Roth Contribution Programs and in-Plan rollovers into Roth Accounts shall not apply.

(d) Discontinuance or Suspension. A Participant may discontinue or temporarily suspend his or her deferrals or contributions, and may make separate elections with respect to the discontinuance or suspension of his or her Before-Tax Deferrals and Roth Contributions (to the extent applicable), as of any specified Enrollment Date by giving notice thereof to the Administrative Service Agency. The Administrative Service Agency shall discontinue or suspend the deferral or contribution of Compensation as soon as administratively practicable.

(e) Deferrals and Contributions After a HEART Act Distribution or Unforeseeable Emergency Withdrawal. A participant's deferrals and contributions will be suspended for a period of six months following a distribution pursuant to Section 414(u)(12)(B)(i) of the Code and, to the extent that the Committee has resolved to implement a suspension of deferrals after an Unforeseeable Emergency withdrawal pursuant to Section 3.1(e) of Schedule A, after a distribution due to an Unforeseeable Emergency withdrawal.

3.2 General Deferral and Contribution Limitations and Catch-Up Limitations.

(a) In General. The aggregate amount of Before-Tax Deferrals and Roth Contributions (to the extent applicable) that may be deferred or contributed by a Participant for any pay period shall be a minimum of \$10 and shall not exceed the lesser of:

- (i) An amount as may be permitted pursuant to Section 457(e)(15) of the Code, and
- (ii) 100% of the Participant's Includible Compensation for the Plan Year;

provided, however, the maximum amount that a Participant may defer or contribute for any Plan Year may be calculated after accounting for mandatory and permissive payroll deductions, as reasonably determined by the Employer.

(b) 457 Catch-Up. Notwithstanding the limitation in Section 3.2(a), a Participant may file an election in the manner required by the Administrative Service Agency to have the catch-up limitation as set forth in Section 3.2(b) apply to the determination of the maximum amount that may be deferred or contributed during one or more of the last three Plan Years ending before attainment of the Participant's Normal Retirement Age. If the catch-up limitation is elected, the maximum aggregate amount of Before-Tax Deferrals and Roth Contributions (to the extent applicable) that may be deferred or contributed for each of the Plan Years covered by the election shall not exceed the lesser of:

- (i) twice the dollar amount set forth in Section 3.2(a); and
- (ii) the sum of the limitations provided for in Section 3.2(a) for each of the Plan Years the Participant was eligible to participate in the Plan, minus the aggregate amount actually deferred or contributed for such Plan Years (disregarding any amounts deferred or contributed pursuant to Section 3.2(c)).

A Participant may not elect to have Section 3.2(b) apply more than once, whether or not the Participant rejoins the Plan after a Severance from Employment.

(c) Age 50 Catch-Up. All Participants who have attained age 50 before the close of a Plan Year and who are not permitted to defer or contribute additional Compensation pursuant to Section 3.2(b) for such Plan Year, due to the application of any limitation imposed by the Code or the Plan, shall be eligible to make additional catch-up contributions in the form of Before-Tax Deferrals, Roth Contributions or a combination thereof in accordance with, and subject to, the limitations of Section 3.2(c) and Section 3.2(d) of the Plan and Section 414(v) of the Code. Age 50 catch-up contributions pursuant to Section 3.2(c) shall not exceed the lesser of:

- (i) the excess of 100% of the Participant's Includible Compensation for the Plan Year over the sum of any other Amounts Deferred or Contributed by the Participant for such Plan Year; and
- (ii) an amount as may be permitted by Section 414(v)(2)(B) of the Code.

(d) Certain Deferrals Must Be Roth Contributions. Notwithstanding anything to the contrary in Section 3.2(c), in the case of a Participant whose wages (as defined in Section 3121(a) of the Code) for the preceding calendar year from the Employer exceed \$145,000 (or adjusted amount under Section 414(v)(7)(E) of the Code), any additional catch-up contributions made by such Participant pursuant to Section 3.2(c) on or after the date on which applicable employer plans are required to comply with Section 603 of the SECURE 2.0 Act shall be made only in the form of Roth Contributions.

(e) Dual Eligibility. Notwithstanding anything in Sections 3.2(b) and (c) to the contrary, if a Participant who is eligible to make an additional catch-up contribution under Section 3.2(c) for a Plan Year in which the Participant has elected to make a catch-up contribution under Section 3.2(b), such Participant is entitled to the greater of:

- (i) the 457 catch-up contribution amount under Section 3.2(b); and
- (ii) the age 50 catch-up contribution amount under Section 3.2(c).

(f) USERRA. Notwithstanding the limitation provided for in Section 3.2(a), any Participant who is entitled to reemployment rights pursuant to USERRA and who is so reemployed in accordance with the provisions of such law may elect to make such additional deferrals or contributions as are permitted or required by USERRA.

(g) Excess Deferrals and Contributions. In the event that any Amounts Deferred or Contributed under the Plan for any Plan Year exceed the limitations provided for in Section 3.2, any such excess deferrals or contributions shall be distributed to the Participant, with allocable net income, in the following order (unless otherwise directed by the Participant): first, from Before-Tax Deferrals and second, from Roth Contributions (to the extent applicable), as determined in accordance with methods and procedures established by the Administrative Service Agency as soon as practicable after the Administrative Service Agency determines that the amount was an excess deferral or contribution. Distributions under Section 3.2(f) will be reportable as taxable income to the extent required by applicable law.

SECTION 4
INVESTMENT OF AMOUNTS DEFERRED OR CONTRIBUTED AND ROLLOVER CONTRIBUTIONS

4.1 Remittance of Deferrals and Contributions. All Amounts Deferred or Contributed in accordance with Section 3 shall be paid by the applicable Employer as promptly as possible, but in no event later than two Business Days from the applicable payroll date, to the Trust Fund. Thereafter, Amounts Deferred or Contributed shall be invested by the Trustee in accordance with the investment instructions received by the Trustee from the Administrative Service Agency, within two Business Days following receipt by the Trust Fund of such Amounts Deferred or Contributed (or, if later, on the first Business Day coincident with or immediately following receipt by the Trustee of the investment instructions from the Administrative Service Agency related to such Amounts Deferred or Contributed). All such Amounts Deferred or Contributed shall be invested by the Trustee (in accordance with the investment instructions received from the Administrative Service Agency) in the Investment Options provided by one or more Financial Organizations appointed by the Committee in accordance with the Regulations, and shall be held, managed, invested and reinvested in accordance with the applicable agreement entered into by the Committee or the Trustee with each such Financial Organization.

4.2 Allocation of Deferrals and Contributions. A Participant who has enrolled in the Plan pursuant to Section 2 shall, by filing a direction with the Administrative Service Agency in writing or in such other manner as the Committee may authorize, specify the percentage (in multiples of one percent) of his or her Amounts Deferred or Contributed, that shall be allocated to each Investment Option made available by the Committee. A Participant's investment allocation elections shall be applied in the same manner to both Before-Tax Deferrals and Roth Contributions (to the extent applicable).

4.3 Continuation of Deferral and Contribution Allocation. Any deferral and contribution allocation direction given by a Participant shall be deemed to be a continuing direction until changed by the Participant. A Participant may change his or her deferral and contribution allocation direction with respect to future Amounts Deferred or Contributed, as of any Enrollment Date, by giving notice in writing or in such other manner as the Committee may authorize to the Administrative Service Agency prior to any Enrollment Date. Any change to a Participant's deferral and contribution allocation direction shall be applied in the same manner to both Before-Tax Deferrals and Roth Contributions (to the extent applicable). All such future deferrals and contributions shall be invested by the Trustee in the Investment Options in accordance with such changed direction.

4.4 Transfer of Assets Among Investment Options.

(a) Transfer of Assets. As of any Valuation Date an Account Participant may direct the Administrative Service Agency, by giving notice in writing or in such other manner as the Committee may authorize, to liquidate his or her interest in any of the Investment Options and transfer the proceeds thereof to one or more other Investment Options in the proportions directed by such Participant. Account Participants may make separate transfer directions for their Before-Tax Deferral Accounts and Accounts relating to Rollover Contributions involving before-tax deferrals and their Roth Accounts and Accounts relating to Rollover Contributions

involving Roth contributions (to the extent applicable). Such direction must be made in accordance with the requirements and procedures established by the Committee and in effect at the time and in a multiple of one percent or one dollar increments of the Account Participant's interest in the applicable Investment Option.

(b) Committee's Right to Reduce or Deny Transfer Request. If the Trustee or any Financial Organization appointed by the Committee advises the Committee, or the Committee otherwise determines, that it is not reasonably able to prudently liquidate the necessary amount and transfer it from one of the Investment Options to another, the amount to be transferred with respect to each Account Participant who duly requested such a transfer may be reduced in proportion to the ratio which the aggregate amount that the Trustee or the Financial Organization has advised the Committee may not prudently be so transferred bears to the aggregate amount that all Account Participants have duly requested be so transferred. Regardless of any Account Participant's investment direction, no transfer between Investment Options may be made in violation of any restriction imposed by the terms of the agreement between the Committee or the Trustee and a Financial Organization providing any Investment Option or of any applicable law. Notwithstanding anything in this Section 4.4(b) or the Plan to the contrary, the Committee, the Trustee or the Financial Organization shall have the right, without prior notice to any Account Participant, to suspend, for a limited period of time, daily transfers between and among Investment Options for one or more days if the Committee, the Trustee or the Financial Organization determines that such action is necessary or advisable (i) in light of unusual market conditions, (ii) in response to technical or mechanical problems with the Plan's or the Administrative Service Agency's record keeping systems, (iii) in connection with any suspension of normal trading activity on the New York Stock Exchange or other major securities exchange, (iv) as a result of strikes, work stoppages, acts of war or terrorism, insurrection, revolution, nuclear or natural catastrophes or other similar events, losses or interruptions of power, other utility outages or malfunctions, or malfunctions in communications or computer services, in each case, that make it necessary or advisable to suspend trading activity, or (v) in accordance with Section 4.10.

4.5 Administrative Actions with Regard to Investment Directions. The Administrative Service Agency shall have the right to decline to implement any investment direction upon its determination that: (i) the person giving the direction is legally incompetent to do so; (ii) implementation of the investment direction would be contrary to the Plan or applicable law or governmental ruling or regulation including, Treasury Regulations; (iii) implementation of the investment direction would be contrary to a court order, including, a Qualified Domestic Relations Order; (iv) implementation of the investment direction would be contrary to the rules, regulations or prospectuses of the Investment Funds; or (v) implementation of the investment direction would be contrary to the investment guidelines or terms of any agreements applicable to the Stable Value Fund or any similar Investment Fund then available under the Plan.

4.6 Account Participant Responsibility for Deferrals, Contributions and Investment Allocations. Each Participant is solely responsible for the allocation of his or her Amounts Deferred or Contributed, and each Account Participant is solely responsible for the investment allocation of his or her Account, in each case, in and among the Investment Options. Each Account Participant shall assume all risk in connection with the allocation of amounts in and among the Investment Options and for any losses incurred or deemed to be incurred as a result

of the Account Participant's allocation or failure to allocate any amount to an Investment Option or any decrease in the value of any Investment Option. Neither the Committee, any Trustee, any Employer nor the Administrative Service Agency is empowered to advise a Participant as to the manner in which the Account Participant's Account shall be allocated among the Investment Options. The fact that a particular Investment Option is available to Participants for investment under the Plan shall not be construed by any Account Participant as a recommendation for investment in such Investment Option. If the Committee elects to make available investment guidance services or investment advice services to Account Participants, such services shall be utilized only at the voluntary election of the Account Participant and shall not limit the Account Participant's responsibility under Section 4.6 for the allocation of his or her Accounts in and among the Investment Options.

4.7 Investment Allocation of Alternate Payee Accounts. Notwithstanding any other provision of the Plan, during any period when an Alternate Payee Account is created and segregated on behalf of an Alternate Payee pursuant to a Qualified Domestic Relations Order from the Accounts of the related Participant, the Alternate Payee shall be entitled to direct the allocation of investments of such Alternate Payee Account in accordance with Sections 4.2 and 4.4, as applicable, and shall be subject to the provisions of Sections 4.5 and 4.6, but only to the extent provided in such order. In the event that an Alternate Payee fails to specify an investment direction on the date of creation of the Alternate Payee Account pursuant to Section 4.9, such Alternate Payee's Alternate Payee Account shall be invested in the same manner as the relevant Participant's corresponding Before-Tax Deferral Account, Roth Account (to the extent applicable) and Rollover Accounts on such date and, except as otherwise provided by the Qualified Domestic Relations Order, shall remain invested in accordance with such initial allocation until the Alternate Payee directs otherwise or until such time as the Alternate Payee ceases to have an Alternate Payee Account under the Plan by reason of distribution or otherwise.

4.8 Investment Allocation of Beneficiary Accounts. Notwithstanding any other provision of the Plan, during any period following the death of a Participant and prior to distribution of the entire Plan Benefit of such Participant, such Participant's Beneficiary shall be entitled to direct the allocation of investments of such Plan Benefit in accordance with Section 4.4 or, as applicable, his or her proportional interest in such Plan Benefit, in accordance with Section 4.4 and shall be subject to the provisions of Sections 4.5 and 4.6. In the event that a Beneficiary fails to specify an investment direction on the date of creation of the Beneficiary Account pursuant to Section 4.4, such Beneficiary's Beneficiary Account shall be invested in the same manner as the relevant Participant's corresponding Before-Tax Deferral Account, Roth Account (to the extent applicable) and Rollover Accounts on such date.

4.9 Initial and Ongoing Investment Allocation with respect to Rollover Contributions and Section 457 Transfers. Unless otherwise directed by the Account Participant, the same deferral and contribution allocation direction applicable to an Account Participant pursuant to Section 4.2 or 4.3, as applicable, shall apply to all Section 457 Transfers and Rollover Contributions. Notwithstanding the foregoing, in accordance with procedures established by the Administrative Service Agency, an Account Participant may make an alternative initial allocation election in accordance with the procedures set forth in Section 4.4 for any applicable Section 457 Transfer or Rollover Contribution. Thereafter, such Account Participant may direct the Administrative Service Agency to liquidate his or her interest in any of the Investment Options and transfer the

proceeds thereof to one or more other Investment Options in accordance with Section 4.4 (in each case subject to the limitations set forth in Sections 4.5 and 4.6). All Rollover Contributions shall be invested by the Trustee in the Investment Options in accordance with such directions as soon as administratively practicable.

4.10 Fund Mapping or Similar Activity. Notwithstanding anything in Section 4 to the contrary, if the Committee eliminates one or more of the Investment Funds or Investment Options or undertakes similar activity on behalf of the Plan, the Committee shall be authorized to liquidate without an Account Participant's consent and without the need for prior notice to the Account Participant the portion of each Account invested in such eliminated Investment Fund or Investment Option and direct the proceeds of such liquidation in one or more remaining or replacement Investment Funds or Investment Options in accordance with such liquidation and transfer procedures as the Committee may determine to be necessary or advisable in connection with such elimination.

SECTION 5 ROLLOVERS

5.1 Transfer from Another Governmental 457 Plan. Compensation previously deferred or contributed by (or contributed on behalf of) a Participant, a Beneficiary or a spousal Alternate Payee pursuant to another eligible deferred compensation plan under Section 457 of the Code maintained by another employer described in Section 457(e)(1)(B) of the Code shall be accepted for a plan-to-plan transfer to the Plan by the Trustee in the form and in the manner prescribed by the Committee. All such Section 457 Transfers shall be credited to the applicable Account Participant's corresponding Before-Tax Deferral Account or Roth Account (to the extent applicable), or a combination thereof and shall be invested in accordance with Section 4.9.

5.2 Acceptance of Assets from an Eligible Retirement Plan.

(a) Rollover Contributions in General. Amounts previously deferred or contributed by (or contributed on behalf of) a Participant, a Beneficiary or a spousal Alternate Payee under another Eligible Retirement Plan (other than a Roth IRA) that (i) are distributed to the Participant, the Beneficiary or the spousal Alternate Payee or (ii) are directly rolled over to the Plan as an eligible rollover distribution from such Eligible Retirement Plan, may be accepted as a Rollover Contribution by the Trustee in the form and in the manner specified by the Administrative Service Agency; *provided*, that Rollover Contributions of amounts from a Qualified Roth Contribution Program may be contributed only to the extent that the Committee has resolved to implement a Roth Program pursuant to Section 3.1(c) of Schedule A and any such contributions must be directly rolled over to the Plan. Notwithstanding the foregoing, other than Rollover Contributions from a Qualified Roth Contribution Program as described in the preceding sentence, the Administrative Service Agency shall not accept any Rollover Contribution, or any portion thereof, that represents deferrals or contributions under another Eligible Retirement Plan that were made from compensation that was included in the Participant, Beneficiary or spousal Alternate Payee's gross income in the year the amounts were deferred or contributed. The Administrative Service Agency may require such documentation from the distributing Eligible Retirement Plan as it deems necessary to effectuate the rollover in accordance with section 402 of the Code and to confirm that such plan is an Eligible Retirement Plan.

(b) Written Request; Acceptance of Assets. The Administrative Service Agency, in accordance with the Code and procedures established by the Committee, shall, as soon as practicable following its receipt of the written request of a Participant, a Beneficiary who is a Participant's Surviving Spouse or spousal Alternate Payee, determine whether the Rollover Contribution shall be accepted by the Plan. Any written request filed by a Participant, a Beneficiary who is a Participant's Surviving Spouse or a spousal Alternate Payee pursuant to Section 5.2(a) shall set forth the fair market value of such Rollover Contribution and a statement in a form satisfactory to the Administrative Service Agency that the amount to be transferred constitutes a Rollover Contribution. In the event the Administrative Service Agency permits the transfer of the Rollover Contribution, the Trustee shall accept such Rollover Contribution and the transfer of such Rollover Contribution shall be deemed to have been made on the Valuation Date next following the date on which it was paid to the Trust Fund.

(c) Rollover Account. The Rollover Contribution shall be maintained in a separate, fully vested Rollover Account for the benefit of the contributing Participant or the Beneficiary and, in the case of a spousal Alternate Payee, the Alternate Payee Account, and shall be invested in accordance with the investment direction of the applicable Account Participant pursuant to Section 4.9. All amounts so transferred shall be credited to the Account Participant's Rollover Account or Alternate Payee Account and shall be available for distribution at any time during the Plan Year. No other contributions shall be allocated to the Rollover Account. Any Rollover Contributions of amounts from a Qualified Roth Contribution Program shall be segregated and held in a separately designated and maintained Rollover Account from those amounts not from a Qualified Roth Contribution Program. At the election of the Participant, Beneficiary who is a Participant's Surviving Spouse or spousal Alternate Payee, any Rollover Contributions or Section 457 Transfers from an eligible deferred compensation plan under Section 457(b) of the Code may be held in separately designated and maintained Rollover Accounts for 457(b) Rollover Contributions; *provided* that any such amounts from a Qualified Roth Contribution Program and any such amounts not from a Qualified Roth Contribution Program shall be segregated and held in separately designated and maintained 457(b) Rollover Accounts.

5.3 Form of 457 Transfer or Rollover Contribution. Each Section 457 Transfer and Rollover Contribution shall consist only of (i) cash and (ii) to the extent that the Employer has resolved to adopt a loan program pursuant to Section 7.3 of Schedule A, solely with respect to Section 457 Transfers and Rollover Contributions from another eligible deferred compensation plan under Section 457 of the Code maintained by a Public Employer or the Deferred Compensation Plan for Employees of the State of New York and Other Participating Jurisdictions, any outstanding loan to the applicable Account Participant under the transferring or distributing 457 plan; *provided* that (A) such outstanding loan will be subject to the same terms and conditions as in place under the transferring or distributing 457 plan, (B) an Account Participant may not make a Rollover Contribution that includes an outstanding loan unless the entire amount of such Account Participant's plan benefit under the transferring or distributing 457 plan is contributed into the Plan, (C) the source of the outstanding loan disbursement under the transferring or distributing 457 plan must have been from before-tax deferrals and (D) the Account Participant does not have a loan outstanding, or a defaulted loan that has not yet been repaid, under the Plan at the time of the Section 457 Transfer or Rollover Contribution.

5.4 Rollover of Assets to Purchase Retirement Service Credit. With respect to trustee-to-trustee transfers, a Participant or Beneficiary may elect, in accordance with procedures established by the Committee, to have all or any portion of the value of his or her Account transferred to the trustee of a defined benefit governmental plan as described in Section 414(d) of the Code; *provided, however*, that such transfer is for the purchase of permissive service credit (as defined in Section 415(n)(3)(A) of the Code) under such plan or a repayment of contributions and earnings with respect to a forfeiture of service under such plan.

SECTION 6 ACCOUNTS AND RECORDS OF THE PLAN

6.1 Participant Accounts.

(a) In General. The Administrative Service Agency shall establish and maintain one or more Accounts for each Participant, including a Before-Tax Deferral Account, a Roth Account (to the extent applicable) and, as necessary, one or more Rollover Accounts (including a segregated Rollover Account relating to contributions from a Qualified Roth Contribution Program, to the extent applicable) with respect to each Participant. Each Account shall record the value of the portion of the Participant's Plan Benefit allocable to that Account, the value of the portion of his or her Plan Benefit, if any, that is invested in each Investment Option (both in the aggregate and by Account) and other relevant data pertaining thereto. With respect to each Participant, all Amounts Deferred or Contributed, all Section 457 Transfers and all Rollover Contributions shall be credited to his or her Before-Tax Deferral Account, Roth Account or Rollover Account, as applicable.

(b) Written Statement. Each Account Participant shall be furnished with a written statement of his or her Accounts (including the value of the interest he or she has, if any, in each Investment Option and the amount of and explanation for each allocation to or deduction from his or her Accounts) at least quarterly, which statement shall be delivered in a manner prescribed by the Committee.

6.2 Beneficiary Accounts. The Administrative Service Agency shall establish and maintain one or more Beneficiary Accounts, including, as applicable, separate Before-Tax Deferral Accounts, Roth Accounts (to the extent applicable), and Rollover Accounts with respect to each Beneficiary of a deceased Participant. Each such Account shall record the value of the portion of the deceased Participant's Plan Benefit allocable to each of the Beneficiary's Accounts, the value of the portion of the Plan Benefit, if any, that is invested in each Investment Option (both in the aggregate and by Account) and other relevant data pertaining thereto. Each Beneficiary shall be furnished with a written statement of his or her Accounts in the same manner set forth in Section 6.1(b).

6.3 Alternate Payee Accounts. The Administrative Service Agency shall establish and maintain one or more Alternate Payee Accounts, including, as applicable, separate Before-Tax Deferral Accounts, Roth Accounts (to the extent applicable), and Rollover Accounts with respect to each Alternate Payee. The Alternate Payee Account shall separately account for all amounts received (i) from the Participant's Rollover Account and (ii) from all amounts rolled into the Plan by a spousal Alternate Payee, pursuant to Section 5.1 or 5.2. Each such Account shall record the value of the portion of the Participant's Plan Benefit allocable to the Alternate Payee's Account, the value of the portion of the Plan Benefit, if any, that is invested in each Investment Option (both in the aggregate and by Account) and other relevant data pertaining thereto. Each Alternate Payee shall be furnished with a written statement of his or her Alternate Payee Accounts in the same manner set forth in Section 6.1(b).

6.4 Allocations and Credits. The establishment and maintenance of, or allocations and credits to, the Account of any Account Participant shall not vest in such Account Participant or

Beneficiary of a Participant any right, title or interest in and to any Trust Fund assets or Plan benefits except at the time or times and upon the terms and conditions and to the extent expressly set forth in the Plan and the Trust Agreement and, in the case of an Alternate Payee Account, the express terms of the Qualified Domestic Relations Order.

6.5 Plan Benefit and Trust Fund.

(a) Plan Benefit Defined. As of the close of each Valuation Date, the Plan Benefit of an Account Participant shall equal the aggregate value of his or her Accounts as of such Valuation Date. As of any date that is not a Valuation Date, a Participant's Plan Benefit shall be calculated in accordance with the previous sentence as of such date, but based upon the value of the Account Participant's Accounts as of the close of the most recent Valuation Date. The value of an Account as of a Valuation Date shall be calculated as of each Valuation Date in accordance with a methodology established by the Committee and reasonably and consistently applied to all similarly situated Account Participants and shall be based upon an Account Participant's aggregate deferrals and contributions to the Trust Fund and distributions and withdrawals from the Trust Fund, the investment performance of the Investment Options in which each Account has been allocated, and any fees, credits or debits allocable to each Account. As of each Valuation Date, each Account shall be adjusted to reflect all Units or dollars credited and Units or dollars distributed, withdrawn or deducted therefrom in accordance with the terms of the Plan and the Trust Agreement. The aggregate Plan Benefit of all Account Participants shall in no event exceed the value of the assets of the Trust Fund and may be less than such value to the extent of any unallocated expense, reserve or similar account maintained as part of the Trust Fund.

(b) Investment Options and Investment Funds. The Trust Fund shall be invested at the direction of Account Participants, in accordance with Section 4, in and among the Investment Options made available through the Plan from time to time by the Committee. Investment Options may include (i) one or more Investment Funds, (ii) a brokerage account or similar investment window through which Account Participants may direct the investment of their Accounts into Mutual Funds (as defined below) or other available investment products that the Committee designates as available for investment through such window, (iii) an individual participant loan fund to record the value of an outstanding loan made to a Participant in accordance with Section 7.3, and (iv) any other investment alternative that the Committee may make available through the Plan. Investment Funds may consist of open-end investment companies registered under the Investment Company Act of 1940, as amended ("Mutual Funds"), separately managed accounts, unregistered commingled funds, group or commingled trusts, or any combination thereof as approved from time to time by the Committee for the investment of the assets of the Trust Fund.

SECTION 7
**WITHDRAWALS FOR UNFORESEEABLE EMERGENCIES; WITHDRAWALS OF
SMALL AMOUNTS; LOANS**

7.1 Distribution for an Unforeseeable Emergency.

(a) Amount of Distribution for an Unforeseeable Emergency. Upon a showing by a Participant (or written certification by the Participant meeting the requirements of Section 457(d)(4) of the Code) of an Unforeseeable Emergency, the Administrative Service Agency may, permit a payment to be made to the Participant in an amount which does not exceed the lesser of (i) the amount reasonably needed to meet the financial need created by such Unforeseeable Emergency, including estimated income taxes and (ii) an amount which, together with any prior distribution or withdrawal, does not exceed the value of the Participant's Plan Benefit determined as of the most recent Valuation Date. Any such payment shall be made from the Trust Fund by the Trustee upon the direction of the Administrative Service Agency and shall be withdrawn by the Trustee pro rata from the Investment Funds in which the Participant has an interest, unless the Participant specifies in the request for such a payment the portion of the total amount to be withdrawn by the Trustee from each Investment Fund. The Participant shall designate the amount of the distribution that will come from his or her Before-Tax Deferral Account and from his or her Roth Account in accordance with procedures established by the Administrative Service Agency. All payments shall be made in one lump cash sum within sixty days after approval of the request.

(b) Evidence of Other Relief. A Participant must provide evidence (or written certification meeting the requirements of Section 457(d)(4) of the Code) that the amount requested for an Unforeseeable Emergency may not be fully relieved (i) through reimbursement or compensation by insurance or otherwise, (ii) by liquidation of a Participant's other non-Plan assets, to the extent the liquidation of such assets would not itself cause severe financial hardship, or (iii) by cessation of deferrals and contributions under the Plan.

7.2 Distribution from a Small Inactive Account.

(a) Elective Distribution. An Account Participant with a Plan Benefit, not including the amount in the Participant's Rollover Accounts, of \$5,000 or less (or such greater amount as may be permitted by Section 411(a)(11) of the Code) may elect at any time to receive a lump sum distribution, not to exceed \$5,000 (or such greater amount as may be permitted by Section 411(a)(11) of the Code) of his or her Account and Rollover Account, which distribution will be made in accordance with procedures established by the Administrative Service Agency, *provided* that both of the following conditions have been met:

(i) there has been no Amount Deferred or Contributed by such Participant during the two-year period ending on the date of distribution; and

(ii) there has been no prior distribution made to such Participant pursuant to this Section 7.2.

(b) Automatic Distribution. With respect to a Participant or an Alternate Payee whose Plan Benefit, including any amounts attributable to an in-Plan Rollover Contribution to a

Roth Account pursuant to Section 8.8, but not including any amounts in the Participant or Alternate Payee's Rollover Accounts, does not exceed the amount set forth in Section 7.2(a), if and to the extent that the Committee has resolved to provide for automatic distributions pursuant to Section 7.2(b) of Schedule A, the Committee shall direct the automatic distribution of the Participant's Account and Rollover Account or the Alternate Payee's Alternate Payee Account as soon as practicable, to the extent provided in Section 7.2(b) of Schedule A: (i) following the Participant's Severance from Employment and (ii) upon an Account Participant's Plan Benefit falling below the value set forth in Section 7.2(b) of Schedule A, to the extent that the requirements of Section 7.2(a) are met; *provided, however*, that in the event any such distribution is greater than \$1,000, if the participant does not elect to have such distribution paid directly to an eligible retirement plan specified by the participant in a direct rollover or to receive the distribution directly in accordance with Section 8.1(b), then the Committee will pay the distribution in a direct rollover to an individual retirement plan designated by the Committee; and *provided further*, that such distribution shall be made in accordance with the requirements of Section 401(a)(31) of the Code.

7.3 Loans. To the extent the Committee has resolved to adopt a loan program pursuant to Section 7.3 of Schedule A, this Section 7.3 shall apply.

(a) Eligibility. Participants who are active Employees, and, if the Committee shall determine, Participants who are on an approved leave of absence from their Employer, shall be eligible to request a Plan loan. Each Participant shall have only one outstanding Plan loan at any time. Upon the request of a loan-eligible Participant, the Administrative Service Agency may, on such terms and conditions prescribed herein, direct the Trustee to make a Plan loan to such loan-eligible Participant.

(b) Loan Amount. The principal amount of any Plan loan shall be for an amount equal to at least \$1,000, or such other amount as the Committee shall determine, and shall not exceed the lesser of:

(i) 50% of the value of the sum of the Participant's Accounts (including his or her Before-Tax Deferral Account and Roth Account (to the extent applicable)); and

(ii) \$50,000 reduced by the highest value in the last twelve months of any loans by the Participant from the Plan and other Eligible Retirement Plans sponsored by the Employer or in which the Employer participates.

(c) Repayment Period. All Plan loans, other than those for the purpose of acquiring the dwelling unit which is, or within a reasonable time shall be, the principal residence of the Participant, shall be repaid over a non-renewable repayment period of five years. A Plan loan made for acquiring a principal residence shall be repaid over a non-renewable repayment period of up to 15 years, or such shorter term as the Committee shall determine. Any Plan loan shall be repaid in substantially equal installments of principal and accrued interest that shall be paid at least monthly or quarterly, as specified by the Committee, subject to the methods and procedures as shall be determined by the Administrative Service Agency.

(d) Rate of Interest. Each Plan loan granted shall bear a rate of interest equal to one percentage point above the prime interest rate as published in the Wall Street Journal on the last Business Day of the month preceding the application for the loan, or such other reasonable rate of interest as the Committee shall determine.

(e) Source of Loans; Security. The Committee shall be required to designate under Section 7.3(e) of Schedule A the source(s) of Plan loans. Plan loans shall be made solely from the source(s) designated by the Committee. All Plan loans shall be made from the Trust Fund and notes evidencing such obligations shall be considered assets of the Trust Fund and shall be treated as a separate loan investment fund for purposes of determining the value as of any Valuation Date of a Participant's Accounts. All Plan loans shall be secured, as of the date of the Plan loan, by the sum of (i) the Participant's Before-Tax Deferral Account and Roth Account (to the extent applicable) and (ii) the Participant's Rollover Accounts, if applicable, *provided, however,* that no more than 50% of the aggregate value of such Participant's Accounts shall be used as security for the Plan loan.

(f) Default. If a Participant fails to make any scheduled repayment of his or her Plan loan within the Loan Grace Period, such Participant shall be considered in default and the Administrative Service Agency shall declare a deemed distribution to have occurred with respect to such Plan loan, effective as of the date of the default and shall reduce the value of the Participant's Plan Benefit by the amount of the deemed distribution. Notwithstanding anything in Section 7.3 to the contrary, a Participant who has defaulted on a loan made under the Plan shall not be eligible to obtain another loan hereunder until the defaulted loan and accrued interest has been repaid, and the new loan shall be subject to any other limitations required under Section 1.72(p) of the Treasury Regulations.

(g) Outstanding Loans. An outstanding loan shall include (i) any loan that is being repaid in compliance with Section 7.3 until repaid in full and (ii) any loan that is considered in default until subsequently repaid in full.

(h) Administration and Fees. The Committee may establish or change from time to time the standards or requirements for making any Plan loan, including assessing an administrative fee against the Participant or the Participant's Account for such Plan loan.

(i) CARES Act Loans. To the extent that the Employer has resolved to implement the loan provisions pursuant to Section 7.3(i) of Schedule B, upon the request of a loan-eligible Participant, the Administrative Service Agency may direct the Trustee to make a Plan loan to a Qualified Participant in accordance with the terms of this Section 7.3(i) and consistent with the CARES Act. Notwithstanding anything to the contrary in Section 7.3, the principal amount of a loan made to a Qualified Participant, from March 27, 2020 to September 23, 2020 shall not exceed the lesser of: (i) \$100,000, reduced by the excess (if any) of (x) the Plan's highest outstanding loan balance during the one-year period ending on the day before the date on which the loan is made over (y) the plan's outstanding balance on the date on which the loan is made; or (ii) the greater of (x) the present value of the nonforfeitable accrued benefit under the Participant's Account and (y) \$10,000.

(j) CARES Act Loan Repayment. To the extent that the Employer has resolved to implement the repayment provisions pursuant to Section 7.3(j) of Schedule B and notwithstanding anything to the contrary in Section 7.3, a Qualified Participant with an outstanding loan with a repayment date during the period beginning on March 27, 2020 and ending on December 31, 2020 shall have the repayment date delayed by up to one year.

7.4 Death Prior to Distribution of Proceeds. If a Participant dies prior to the payment of any withdrawal for an Unforeseeable Emergency, distribution of a small inactive account or disbursement of the proceeds of any Plan loan, the Participant's withdrawal, distribution or loan request shall be void as of the date of death and no withdrawal, distribution or disbursement shall be made by operation of Section 7 to the Participant's Beneficiary or estate.

7.5 Coronavirus-Related Distributions. To the extent that the Employer has resolved to implement the distribution provisions pursuant to Section 7.5 of Schedule B and notwithstanding anything in Section 7.1, upon a showing by a Qualified Participant of a need for a Coronavirus-Related Distribution, the Administrative Services Agency may permit a payment to be made to the Participant in an amount that does not exceed \$100,000 or, to the extent that the Employer has designated a different amount under Section 7.5 of Schedule B, the amount as set forth in Section 7.5 of Schedule B.

7.6 Distribution for Qualified Birth or Adoption. To the extent that the Employer has resolved to implement the distribution provisions pursuant to Section 7.6 of Schedule B, the Administrative Services Agency may permit a distribution to be made to a Participant in an amount not to exceed \$5,000 for a qualified birth or adoption distribution as defined under Section 113 of the SECURE Act, subject to the requirements and limitations imposed by Section 113 of the SECURE Act.

7.7 Distribution for Emergency Personal Expense. To the extent that the Employer has resolved to implement the distribution provisions pursuant to Section 7.7 of Schedule B, the Administrative Services Agency may permit one distribution per calendar year to be made to a Participant in an amount not to exceed the lesser of (i) \$1,000 or (ii) an amount equal to the excess of (x) the Participant's Plan Benefit over (y) \$1,000, for an emergency personal expense distribution as defined under Section 115 of the SECURE 2.0 Act, subject to the requirements and limitations imposed by Section 115 of the SECURE 2.0 Act.

7.8 Distribution for Domestic Abuse. To the extent that the Employer has resolved to implement the distribution provisions pursuant to Section 7.8 of Schedule B, the Administrative Services Agency may permit a distribution to be made to a Participant in an amount not to exceed the lesser of (i) \$10,000 or (ii) 50% of the Participant's Plan Benefit, for an eligible distribution to a domestic abuse victim as defined under Section 314 of the SECURE 2.0 Act, subject to the requirements and limitations imposed by Section 314 of the SECURE 2.0 Act.

7.9 Distribution for Federally Declared Disaster. To the extent that the Employer has resolved to implement the distribution provisions pursuant to Section 7.9 of Schedule B, the Administrative Services Agency may permit a distribution to be made to a Participant in an amount not to exceed the maximum amount allowable under Section 72(t)(2)(M) of the Code,

for a qualified disaster recovery distribution as defined under Section 331 of the SECURE 2.0 Act, subject to the requirements and limitations imposed by Section 331 of the SECURE 2.0 Act.

7.10 Distribution for Long-Term Care Contract. To the extent that the Employer has resolved to implement the distribution provisions pursuant to Section 7.10 of Schedule B, the Administrative Services Agency may permit a distribution to be made to a Participant in an amount not to exceed the maximum amount allowable under Section 401(a)(39)(B) of the Code, for a qualified long-term care distribution as defined under Section 334 of the SECURE 2.0 Act, subject to the requirements and limitations imposed by Section 334 of the SECURE 2.0 Act.

SECTION 8
DISTRIBUTIONS FROM THE PLAN AND OTHER ELIGIBLE RETIREMENT PLANS

8.1 Distributions to Participants.

(a) Eligibility for Distribution. A Participant will become eligible to receive a distribution of his Plan Benefit upon the occurrence of any of the following events: (i) the Participant's Severance from Employment with the Employer; (ii) the Participant's attainment of age 70^{1/2}; *provided, however,* that for purposes of this Section 8, a Participant will be deemed to have had a Severance from Employment during any period he or she is performing service in the uniformed services described in Section 3401(h)(2)(A) of the Code. Except as otherwise provided in Section 7, a Participant may not receive distribution of his or her Plan Benefit at any time prior to the occurrence of one of the foregoing events.

(b) Distributions to Participants. Upon a Participant's eligibility for a distribution pursuant to Section 8.1(a), the Participant shall be entitled to receive his or her Plan Benefit, which shall be paid in cash by the Trustee from the Trust Fund in accordance with one of the methods described in Section 8.1(c) and as of the commencement date elected by the Participant in accordance with the procedures prescribed Section 8.1(e).

(c) Distribution Options. Subject to Section 8.6, any payment made under this section shall be made in one of the following methods, as the Participant (or, in the case of the death of a Participant, his or her Beneficiary) may elect any of the following:

(i) A total or partial lump sum payment. Any partial lump sum payment shall be an amount of at least the Minimum Lump Sum Amount, and the number of partial lump sum payments in any Plan Year may not exceed the Maximum Annual Number of Partial Distributions.

(ii) Periodic monthly, quarterly, semi-annual or annual installment payments; *provided, however,* that a Participant (or, in the case of the death of a Participant, his or her Beneficiary) may elect to receive (A) an initial installment payment in a specified amount and (B) the balance of his or her Account in periodic monthly, quarterly, semi-annual or annual installment payments. Any installment payment made pursuant to Section 8.1(c)(ii) shall be at least the Minimum Installment Amount. If the balance of the Participant's Account and Rollover Account is less than such amount, then the payment will equal the total amount of the Participant's Account and Rollover Account. Installment payments may consist of (A) fixed amounts paid on each payment date as designated by the Participant (or in the case of the death of a Participant, his or her Beneficiary), or (B) formulaic amounts determined by the Administrative Service Agency, based on a fixed period designated by the Participant (or in the case of the death of a Participant, his or her Beneficiary), calculated by dividing the Plan Benefit on the date of the payment by the number of payments remaining during the fixed period.

(iii) A Participant who elects to receive installment payments or who is currently receiving installment payments pursuant to Section 8.1(c)(ii) may elect, subject to any limitations set forth by the Committee and in accordance with procedures established by the Administrative Service Agency, to receive a portion of his or her Account distributed in a lump sum; *provided, however*, that no lump sum payment shall be less than the Minimum Lump Sum Amount; and *provided further*, that the number of such elections in any Plan Year may not exceed the Maximum Annual Number of Partial Distributions, as set forth in Section 8.1(c) of Schedule A. Such lump sum payments shall not result in a discontinuation of subsequent installment payments; *provided, however*, that such subsequent payments may be redetermined in accordance with methods and procedures established by the Administrative Service Agency.

(iv) A Participant who is an eligible retired public safety officer, as defined in Section 402(l) of the Code, may elect, at the time and in the manner prescribed by the Administrative Service Agency, to have up to \$3,000 per year (or such greater amount as may be permitted under applicable guidance issued by the Internal Revenue Service) of amounts from his or her Before-Tax Deferral Account distributable under the Plan used to pay qualified health insurance premiums for an accident or health plan or long-term care insurance contract covering the Participant and his or her spouse and dependents. Such amounts are excludible from the Participant's gross income to the extent the qualified health insurance premiums are paid directly to the provider of the accident or health plan or long-term care insurance contract (determined in accordance with Section 402(l) of the Code) by deduction from a distribution to the Plan, or are paid to the Participant so long as the Participant satisfies the reporting requirements set forth in Section 402(l)(5)(A)(ii) of the Code.

(v) For each distribution election under Section 8.1(c), a Participant shall designate the percentage of each distribution that will come from his or her Before-Tax Deferral Account and the percentage that will come from his or her Roth Account (to the extent applicable). For the avoidance of doubt, for purposes of the limitations and restrictions described in this Section 8.1(c), each distribution election made by a Participant and each payment made in accordance thereto shall be deemed to be one election and one payment, even if payment is made both from the Participant's Before-Tax Deferral Account and from his or her Roth Account (to the extent applicable).

Notwithstanding the foregoing, a Participant may not elect an installment period extending beyond the longest of (A) his or her life expectancy, (B) if his or her designated Beneficiary is his or her Spouse, the life expectancy of the Participant and his or her Spouse and (C) if his designated Beneficiary is not his or her Spouse, the life expectancy determined using the applicable table contained in the applicable Treasury Regulation.

(d) Calculation of Payments.

(i) If a Participant elects a total lump sum payment, pursuant to Section 8.1(c)(i), the Participant's Plan Benefit shall be determined as of the Valuation Date coincident with or last preceding the date on which the Plan Benefit is withdrawn from the Investment Options and liquidated for distribution. Such liquidated amount (i) shall be held in the Trust Fund in a payment account maintained by the Trustee for this purpose and (ii) shall not be credited with interest or investment gains or losses following the date of liquidation.

(ii) If a Participant elects to receive a partial lump sum payment pursuant to Section 8.1(c)(i) or (iii), installment payments pursuant to Section 8.1(c)(i), or payment of qualified health insurance premiums for an accident or health plan or long-term care insurance contract covering the Participant and his or her spouse and dependents pursuant to paragraph Section 8.1(c)(iv), any remaining balance in such Participant's Accounts shall continue to participate in the investment performance of the Investment Options in which such amounts are invested and to bear its allocable share of administrative and investment expenses until the Valuation Date coincident with or last preceding the date on which such Plan Benefit amounts are withdrawn from the Investment Funds and liquidated for distribution; *provided, however*, that the amount of the installments need not be redetermined to reflect changes in the value of the Account more frequently than annually. All such redeterminations shall be made by the Administrative Service Agency in accordance with procedures of uniform application. Any amount liquidated for purposes of an installment payment (i) shall be held in the Trust Fund in a payment account maintained by the Trustee for this purpose and (ii) shall not be credited with interest or investment gains or losses following the date of liquidation.

(e) Distribution Election. In the case of the Participant's Severance from Employment with the Employer, a distribution election made by the Participant shall specify the form of payment as provided in Section 8.1(c) and the date on which payments shall commence; *provided, however*, that any such payments that would result in an account balance of less than \$500 may not commence earlier than at the end of the Distribution Waiting Period; *provided, further* that the timing of any distribution must be in compliance with Section 8.6. Subject to Section 8.6, a Participant who is receiving distributions under the Plan may change both the timing and the method of payment elected subject to any limitations set forth by the Committee and in accordance with procedures established by the Administrative Service Agency.

(f) Rollover Accounts. Notwithstanding any other provision of Section 8.1, a Participant who has one or more Rollover Accounts shall be permitted to withdraw all or any portion of such Rollover Accounts at any time during a Plan Year; *provided* that such withdrawal shall be paid pursuant to a method of payment elected by the Participant in accordance with Section 8.1(c) and the value of such Rollover Accounts shall be determined in accordance with Section 8.1(d).

8.2 Distributions to Beneficiaries. If a Participant dies before distribution of his or her Plan Benefit has commenced, a distribution election made by the Beneficiary shall specify the form of payment as provided in Section 8.1(c) and the date on which payments shall commence. If a Participant dies at any time before his or her entire Plan Benefit has been distributed, then the Participant's Beneficiary may make subsequent distribution elections as provided in Section 401(a)(9) of the Code. Notwithstanding the foregoing, any distribution to a Beneficiary shall be made in accordance with the provisions of Section 401(a)(9) of the Code and Section 8.6.

8.3 Distributions to Alternate Payees. A distribution to an Alternate Payee may be paid in a single lump sum as soon as practicable following the qualification of the Qualified Domestic Relations Order and the close of all appeals to the Qualified Domestic Relations Order if the Alternate Payee consents to such lump sum distribution. In the event that the Alternate Payee does not consent to receive his or her distribution in a single lump sum as soon as practicable following the qualification of the Qualified Domestic Relations Order, the Alternate Payee may make an election to receive a distribution any time after the Earliest Retirement Date, subject to any requirements of Section 401(a)(9) of the Code and Section 8.1(c), by filing a distribution election specifying the form of payment as provided in Section 8.6 and the date on which payments shall commence.

8.4 Eligible Rollover Distributions.

(a) Participant Rollover Distributions. In connection with a Participant's Severance from Employment, the Distributee may elect, at the time and in the manner prescribed by the Administrative Service Agency, to have all or any portion of the Participant's Accounts that qualifies as an Eligible Rollover Distribution paid directly to the trustee of an Eligible Retirement Plan; *provided* that such other plan provides for the acceptance of such amounts by the trustee. The Plan shall provide written information to Distributees regarding Eligible Rollover Distributions to the extent required by Section 402(f) of the Code.

(b) Beneficiary Rollover Distributions. Upon a Participant's death, a Beneficiary may elect, at the time and in the manner prescribed by the Administrative Service Agency, to have all or any portion of the Participant's Accounts that qualifies as an Eligible Rollover Distribution paid directly to the trustee of an individual retirement arrangement (as defined in Section 7701(a)(37) of the Code) that is established for the purpose of receiving the distribution on behalf of such Beneficiary.

(c) Roth IRA Rollover Distribution. In connection with a Participant's Severance from Employment or upon a Participant's death, as the case may be, a Participant or a Beneficiary may elect, at the time and in the manner prescribed by the Administrative Service Agency, to have all or any portion of the Participant's Accounts that qualifies as an Eligible Rollover Distribution rolled over to a Roth individual retirement arrangement (as defined in Section 7701(a)(37) of the Code, and designated as a Roth arrangement at the time of its establishment). Such amounts will be included in gross income as if the distribution had been made to such Participant or Beneficiary.

8.5 Withholding. The Trustee shall withhold or cause to be withheld from any amounts withdrawn or distributed all federal, state, city or other taxes as shall be required pursuant to any law or governmental ruling or regulation, including Treasury Regulations.

8.6 Required Minimum Distributions.

(a) In General. Notwithstanding any other provision of the Plan to the contrary, all distributions under the Plan shall be in accordance with the minimum distribution and timing requirements of Section 401(a)(9) of the Code (including the incidental death benefit requirements of Section 401(a)(9)(G) of the Code) and the final Treasury regulations under Sections 1.401(a)(9)-2 through 1.401(a)(9)-9, which are incorporated herein by reference. Such provisions shall override any distribution options in the Plan that may be inconsistent with Section 401(a)(9) of the Code. Any distributions made pursuant to this Section 8.6 in order to comply with Section 401(a)(9) of the Code shall be charged against the Account or Accounts of the Account Participant in such manner as designated by the Account Participant in accordance with procedures established by the Administrative Service Agency; *provided, however*, that if no such designation is made, such distributions shall be charged first against the Before-Tax Deferral Account, second against the Roth Account (to the extent applicable), third against the Rollover Account or Rollover Accounts not relating to Rollover Contributions of amounts from a Qualified Roth Contribution Program, and fourth against the Rollover Account or Rollover Accounts relating to Rollover Contributions of amounts from a Qualified Roth Contribution Program.

(b) 2009 Waiver. Notwithstanding anything to the contrary in Section 8.6, an Account Participant who would have been required to receive required minimum distributions for 2009 but for the enactment of Section 401(a)(9)(H) of the Code ("2009 RMDs"), and who would have satisfied that requirement by receiving distributions that are (i) equal to the 2009 RMDs or (ii) one or more payments in a series of substantially equal distributions (that include the 2009 RMDs) made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancy) of the Participant and the Participant's Beneficiary, or for a period of at least 10 years, will not receive those distributions for 2009 unless the Participant or Beneficiary chooses to receive such distributions. Participants and Beneficiaries described in the preceding sentence will be given the opportunity to elect to receive the distributions described in the preceding sentence.

(c) Distributions During Participant's Life. The Plan Benefit of a Participant shall be distributed (or commence to be distributed) to such Participant as soon as practicable after the Required Beginning Date. If the Participant has not made an election pursuant to Section 8.1(c) prior to such Required Beginning Date, then the Plan Benefit shall be distributed in the form of installment payments commencing on the Required Beginning Date.

(d) Death of a Participant Occurring on or Prior to December 31, 2021, and Before the Required Beginning Date.

(i) If, prior to December 31, 2021, a Participant dies before his Required Beginning Date, the remaining portion (if any) of such Participant's Plan Benefit shall be distributed to his or her Beneficiary no later than December 31 of the

calendar year containing the fifth anniversary of the Participant's death (determined without regard to 2009), except as set forth in Sections 8.6(d)(i)(A) or (B) as follows:

(A) The Beneficiary may elect to receive a distribution of the Plan Benefit over a period not exceeding the life expectancy of the Beneficiary; *provided* that the distribution commences no later than December 31 of the calendar year immediately following the calendar year in which the Participant dies; or

(B) If the sole Beneficiary is the Participant's Surviving Spouse, such Surviving Spouse may elect to receive a distribution of the Account over a period not exceeding the life expectancy of the Surviving Spouse (determined as of the date such payments commence); *provided* that the distribution commences on or before the later of December 31 of the calendar year immediately following the calendar year in which the Participant dies or December 31 of the calendar year in which the Participant would have attained age 72; *provided, further*, that if the Surviving Spouse dies after the Participant but before distributions to the Surviving Spouse commence, Section 8.6(d) (with the exception of Section 8.6(d)(i)(A)) shall apply as if the Surviving Spouse were the Participant.

(ii) The Beneficiary may elect to receive payment of the Plan Benefit as a lump sum or in annual, monthly or quarterly installment payments.

(iii) If the Beneficiary is an individual and is not an Eligible Beneficiary and the Participant dies before January 1, 2022, the remaining balance of the Plan Benefit must be distributed within the remaining life expectancy of the Beneficiary, and, if the Beneficiary dies after January 1, 2022 and before the entire Plan Benefit is distributed, the remaining balance of the Plan Benefit must be distributed within 10 years of the Beneficiary's death.

(e) Death of a Participant Occurring on or Prior to December 31, 2021, After the Required Beginning Date, and After Commencement of Distributions. If, prior to December 31, 2021, a Participant dies on or after the Required Beginning Date, but before his or her entire Plan Benefit is distributed to him or her, the unpaid portion of his or her Plan Account shall be distributed as follows:

(i) If the Participant has a Designated Beneficiary or Default Beneficiary that is the Surviving Spouse, the longer of the remaining life expectancy of the Participant's Beneficiary and the remaining life expectancy of the Participant determined in accordance with Section 1.409(a)(9)-5 of the Treasury Regulations; or

(ii) If the Participant does not have a Designated Beneficiary or if the Default Beneficiary is not a Surviving Spouse, the remaining life expectancy of the Participant determined in accordance with Section 1.409(a)(9)-5 of the Treasury Regulations;

provided, however, that if a Beneficiary so elects, the Participant's remaining Plan Benefit may be paid to the Beneficiary at any time in a lump sum so long as the entire Plan Benefit is paid at least as rapidly as it would be paid under Section 8.6(e)(i); and *provided, further*, that if the Beneficiary is an individual and is not an Eligible Beneficiary and the Participant dies before January 1, 2022, the remaining balance of the Plan Benefit must be distributed within the remaining life expectancy of the Beneficiary, and, if the Beneficiary dies after January 1, 2022 and before the entire Plan Benefit is distributed, the remaining balance of the Plan Benefit must be distributed within 10 years of the Beneficiary's death.

(f) Distributions After the Death of a Participant Occurring After December 31, 2021. If, after December 31, 2021, a Participant dies before his or her entire Plan Benefit is distributed to him or her, the unpaid portion of his or her Plan Account shall be distributed as follows:

(i) If the Participant has a Beneficiary who is an Eligible Beneficiary and an individual, the Eligible Beneficiary may receive distributions of the Beneficiary's unpaid portion of Plan Benefit over his or her remaining life expectancy determined in accordance with applicable Treasury Regulations, *provided* that, if the Eligible Beneficiary dies, any remaining benefits must be distributed to his or her Beneficiary within 10 years of the Eligible Beneficiary's death; and *provided, further*, that, if the Eligible Beneficiary is a minor child, any remaining benefits must be distributed within 10 years after such child reaches the age of majority; and

(ii) If the Participant has a Beneficiary who is not an Eligible Beneficiary but is an individual, the Beneficiary shall receive distribution of the Beneficiary's unpaid portion of the Plan Benefit in its entirety within 10 years following the date of the Participant's death; or

(iii) If the Participant has a Beneficiary who is not an individual, the Beneficiary shall receive distribution of the Beneficiary's unpaid portion of the Plan Benefit in its entirety within five years following the date of the Participant's death.

(g) Alternate Payee Accounts. In the case of any Alternate Payee Account, payments to the Alternate Payee must be made in accordance with the Plan and Section 401(a)(9) of the Code.

(h) 2020 Waiver. Notwithstanding anything to the contrary in Section 8.6, whether a Participant or Beneficiary who would have been required to receive required minimum distributions in 2020 (or paid in 2021 for the 2020 calendar year for a Participant with a required beginning date of April 1, 2021) but for the enactment of Section 401(a)(9)(I) of the Code ("2020 RMDs"), and who would have satisfied that requirement by receiving distributions that are either (1) equal to the 2020 RMDs, or (2) one or more payments (that include the 2020 RMDs) in a series of substantially equal periodic payments made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancies) of the Participant and the Participant's designated Beneficiary, or for a period of at least 10 years

(“Extended 2020 RMDs”), will receive those distributions as determined in accordance with the option chosen by the employer in Schedule B. Notwithstanding the option chosen by the employer in Schedule B, a Participant or Beneficiary will be given an opportunity to make an election as to whether or not to receive those distributions. In addition, notwithstanding Section 8.4, and solely for purposes of applying the direct rollover provisions of the plan, certain additional distributions in 2020, as chosen by the employer in Schedule B, will be treated as eligible rollover distributions. If no election is made by the employer in the adoption agreement, a direct rollover will be offered only for distributions that would be eligible rollover distributions in the absence of section 401(a)(9)(I) of the Code. To the extent there is a conflict between this Section 8.6(h) of the Plan and Section 401(a) of the Code, the provisions of the Code shall prevail.

8.7 Special Proceeds. If the Plan receives Special Proceeds (as defined below) that are allocable to an Account Participant who has received a final distribution of his or her entire Plan Benefit, then the Plan shall distribute such Special Proceeds to the former Participant, Beneficiary, or Alternate Payee (or in accordance with Section 9.2, if the Participant is deceased and no Beneficiary designation was in effect at the time of the Participant’s death, or to the estate of Beneficiary or Alternate Payee, as applicable, if such person is deceased) in a lump sum as soon as practicable after the Plan receives such Special Proceeds unless, at the time of such mandatory distribution, the value of such distribution would exceed \$1,000. For purposes of Section 8.7, “Special Proceeds” means amounts attributable to a settlement of any dispute or controversy related to any of the assets previously attributable to any Account of the former Participant, Beneficiary, or Alternate Payee or any other amounts allocable under the Plan to a former Participant, Beneficiary, or Alternate Payee relating to an adjustment to the amount or value of any such Account.

8.8 In-Plan Rollover to Roth Account.

(a) A Participant who has not severed employment or a spousal Alternate Payee would be permitted to have all or any portion of the Participant’s Plan Benefit not otherwise distributable under the Plan, and not attributable to Roth Contributions or outstanding loans, directly rolled over into a separately maintained Account within his or her Roth Account. Any such amounts will be included in gross income as if the distribution had been made to such Participant or spousal Alternate Payee. After a Participant or spousal Alternate Payee has made an in-Plan rollover into a Roth Account, such Participant or spousal Alternate Payee may elect to take distributions from such Account in accordance with Sections 8.1 or 8.3.

(b) Upon any distribution event pursuant to which a Participant, a Beneficiary who is a Participant’s Surviving Spouse or a spousal Alternate Payee would be permitted to have all or any portion of the Participant’s Plan Benefit that qualifies as an Eligible Rollover Distribution rolled over into another Eligible Retirement Plan, such Participant, Beneficiary who is a Participant’s Surviving Spouse or spousal Alternate Payee may elect to have the portion of such Eligible Rollover Distribution that is not attributable to Roth Contributions or outstanding loans directly rolled over into a separately maintained Account within his or her Roth Account. Any such amounts will be included in gross income as if the distribution had been made to such Participant, Beneficiary who is a Participant’s Surviving Spouse or spousal Alternate Payee. After a Participant, Beneficiary who is a Participant’s Surviving Spouse or spouse Alternate

Payee has made an in-Plan rollover into a Roth Account, such Participant, Beneficiary who is a Participant's Surviving Spouse or spousal Alternate Payee may elect to take distributions from such Account in accordance with any of the distribution options set forth in Section 8.1(c).

(c) The provisions in Section 8.8 shall be administered in accordance with procedures established by the Administrative Service Agency and shall be interpreted and administered in accordance with and subject to Section 402A(c)(4) of the Code and any rules, regulations or other guidance issued by the Internal Revenue Service in relation thereto.

SECTION 9 DESIGNATION OF BENEFICIARIES

9.1 Written Designation of Beneficiaries. Each Participant shall file with the Administrative Service Agency a written designation of one or more persons as the Designated Beneficiary who shall be entitled to receive the Plan Benefit, if any, payable under the Plan upon his or her death. A Participant may from time to time revoke or change his or her Designated Beneficiary designation without the consent of any prior Designated Beneficiary by filing a new written designation with the Administrative Service Agency. The last such designation received by the Administrative Service Agency “in good order” shall be controlling; *provided, however*, that no designation or change or revocation thereof shall be effective unless received by the Administrative Service Agency in good order prior to the Participant’s death, and in no event shall it be effective as of a date prior to such receipt. For purposes of Section 9, a Beneficiary designation shall be deemed to be received in good order only if (i) it is in a written or electronic format acceptable to the Administrative Service Agency and (ii) the Administrative Service Agency can reasonably identify the Beneficiary or Beneficiaries named in the designation.

9.2 No Beneficiaries Designated; Death of a Beneficiary. (a) If no such Beneficiary designation is in effect at the time of a Participant’s death, or if no designated Beneficiary survives the Participant, or if no designated Beneficiary can be located with reasonable diligence by the Administrative Service Agency, the payment of the Plan Benefit, if any, payable under the Plan upon the Participant’s death shall be made by the Trustee from the Trust Fund to the Participant’s Surviving Spouse, if any, or if the Participant has no Surviving Spouse, or the Surviving Spouse cannot be located with reasonable diligence by the Administrative Service Agency, then to the deceased Participant’s estate (such Beneficiary hereinafter referred to as the “Default Beneficiary”). If the Administrative Service Agency is in doubt as to the right or entitlement of any person to receive such amount, the Administrative Service Agency shall inform the Committee and the Trustee, and the Trustee may retain such amount, without liability for any interest thereon, until the rights thereto are determined, or the Trustee may pay such amount into any court of appropriate jurisdiction or to any other person pursuant to applicable law and such payment shall be a complete discharge of the liability of the Trustee, Plan, Committee, Employer, Administrative Service Agency and Financial Organizations.

(b) If a Designated Beneficiary or Default Beneficiary dies after the death of the Participant but prior to receiving a complete distribution of the portion of the Plan Benefit that would have been paid to such Beneficiary had such Beneficiary’s death not then occurred, then, for purposes of the Plan, the distribution that would otherwise have been received by such Beneficiary shall be paid to the Beneficiary’s estate.

9.3 Surviving Spouse. Notwithstanding Section 9.2, a Beneficiary who is a Surviving Spouse of the Participant may designate a subsequent Designated Beneficiary, subject to the same filing requirements of Section 9.1, to the extent permitted under Section 401(a)(9) of the Code. To the extent such Surviving Spouse is not permitted or does not elect to designate a subsequent Designated Beneficiary pursuant to the preceding sentence, and the Surviving Spouse dies prior to receiving a complete distribution of the Plan Benefit that would have been paid to such Surviving Spouse had such Surviving Spouse’s death not then occurred, then, for purposes

of the Plan, the distribution that would otherwise have been received by such Surviving Spouse shall be paid to the Surviving Spouse's estate.

SECTION 10
QUALIFIED DOMESTIC RELATIONS ORDERS

10.1 Qualified Domestic Relations Order. Payments with respect to a Participant's Plan Benefit may be made by the Trustee from the Trust Fund to one or more Alternate Payees pursuant to the terms of a Qualified Domestic Relations Order. Upon segregation of the assets payable to an Alternate Payee in an Alternate Payee Account or the payment of such benefits to the Alternate Payee, any such amounts paid or segregated shall no longer constitute part of the Participant's Plan Benefit. No liability whatsoever shall be incurred by the Committee, the Trustee, the Employer, the Administrative Service Agency, the Review Committee or any Financial Organization solely by reason of any act or omission undertaken in accordance with this section to comply with the terms of a Qualified Domestic Relations Order.

10.2 Suspension of Distributions During Claim Period. Subject to the discretion of the Administrative Service Agency or the Committee, no distribution of any Plan Benefit shall be permitted in any period during which a purported Qualified Domestic Relations Order claim, against all or part of such Plan Benefit, is being reviewed in accordance with the provisions of Section 11.8. If the Administrative Service Agency reasonably believes that a purported Qualified Domestic Relations Order against all or part of any Plan Benefit is likely to be asserted, the Committee may refuse to permit any distribution of all or part of such Plan Benefit pending determination of such claim.

SECTION 11 ADMINISTRATION

11.1 Plan Administration. Except as otherwise provided herein, the operation and administration of the Plan shall be the responsibility of the Committee and the Committee shall have all of the broad, general authority necessary or advisable to operate and administer the Plan. The Committee shall have the power and the duty to take all action and to make all decisions necessary or proper to carry out its responsibilities under the Plan. All determinations of the Committee as to any question involving its responsibilities under the Plan, including, interpretation of the Plan or as to any discretionary actions to be taken under the Plan, shall be solely in the Committee's discretion and shall be final, conclusive and binding on all parties.

11.2 Committee Powers and Duties. Without limiting the generality of the foregoing, the Committee shall have the following powers and duties:

(a) to require any person to furnish such information as it may request for the purpose of the proper administration of the Plan as a condition to receiving any benefit under the Plan;

(b) to make and enforce such rules and regulations and prescribe the use of such forms as it shall deem necessary for the efficient administration of the Plan;

(c) to interpret the Plan and to resolve ambiguities, inconsistencies and omissions in the terms of the Plan or any document related to the Plan;

(d) to decide all questions concerning the Plan and the eligibility of any Employee or other individual to participate in the Plan;

(e) to determine the amount of benefits which shall be payable to any person in accordance with the provisions of the Plan;

(f) to enlarge or diminish any applicable time period set forth in the Plan, subject to applicable law; and

(g) to determine the methods and procedures for the implementation and use of any automated telephone, computer, internet, intranet or other electronic or automated system adopted by the Committee for purposes of Plan administration, including, for receiving and processing enrollments and instructions with respect to the investment of assets allocated to an Account Participant's Accounts and for such other purposes as may be designated from time to time.

11.3 Limitation of Liability. Except as may be prohibited by applicable law, neither the Committee nor any member thereof shall be liable for (a) anything done or omitted to be done by it or by them unless the act or omission claimed to be the basis for liability amounted to a failure to act in good faith or was due to gross negligence or willful misconduct; (b) the payment of any amount under the Plan; or (c) any judgment or reasonable mistake of fact made by it or on its behalf by a member of the Committee. No member of the Committee shall be personally liable under any contract, agreement, bond or other instrument made or executed by him or her or on his or her behalf in connection with the Plan or Trust Fund.

11.4 Trustee. The Trustee shall have responsibility for the custody and safekeeping of the assets of the Plan and the Trust Fund and the valuation of such assets in accordance with the terms of the Trust Agreement and, in conjunction with the Administrative Service Agency, shall be responsible for implementing the aggregated investment decisions of Participants and beneficiaries by allocating the Plan assets to the various Investment Options. The Committee shall periodically review the performance and methods of the Trustee and the Committee may, subject to the terms of the Trust Agreement, appoint and remove or change the Trustee at any time for any reason or for no stated reason. If the Trust Agreement so provides, the Trustee may also serve as the Administrative Service Agency and perform the record keeping services normally performed by a third party Administrative Service Agency or may provide the services normally provided by a Financial Organization, *provided* that the Trustee otherwise qualifies as an Administrative Service Agency or a Financial Organization, as the case may be.

11.5 Financial Organizations. The Committee shall have the power to appoint or remove one or more Financial Organizations and to delegate to such Financial Organization(s) authority and discretion to manage (including the power to acquire and dispose of) the assets of the Plan and Trust Fund in accordance with the Regulations and the Plan. The Committee shall periodically review the performance and methods of such Financial Organization(s). The Committee has the right to (i) replace any Financial Organization or Investment Option with a successor Financial Organization or Investment Option or (ii) to select any additional Financial Organization or Investment Option.

11.6 Delegation. The Committee may delegate its general authority as it deems appropriate in accordance with the terms of the Plan and all applicable Code sections; *provided, however*, that such delegation shall be subject to revocation at any time at the discretion of the Committee. Notwithstanding any other provision of the Plan, the Committee's general authority shall include the right to review, revise, modify, revoke, or vacate any decision made or action taken by any party under the Plan to whom authority of the Committee has been delegated or to whom authority with respect to the administration of the Plan or the custody and investment of the assets of the Trust Fund has been delegated or assigned under the terms of the Plan, by the Committee or otherwise. The rights of the Committee under Section 11.6 include, the right to review, revise, modify, revoke, or vacate any decision of the Administrative Service Agency or the Review.

11.7 Plan Expenses.

(a) Assessment Against the Trust Fund. Subject to 11.7(b), the expenses of administering the Plan, including (i) the fees and expenses of the Financial Organizations and Administrative Service Agency for the performance of their duties under the Plan, including any fees and expenses associated with a change, termination or addition of an Investment Option, (ii) the fees, if any, of any member of the Committee and any Trustee and the expenses incurred by the Committee or any of its members or any Trustee in the performance of their duties under the Plan (including reasonable compensation for any legal counsel, certified public accountants, consultants, and agents, employees of the Committee and cost of services rendered in respect of the Plan and the Trust Agreement (as provided therein)), and (iii) all other proper charges and disbursements of the Financial Organizations, Administrative Service Agency, the Committee or its members (including settlements of claims or legal actions approved by counsel to the Plan) or

any Trustee shall be allocated to and paid out of the assets of the Trust Fund in accordance with such allocation and payment procedures as the Committee shall establish from time to time. The Committee is authorized to levy a fee against the Accounts of Account Participants for the purpose of paying some or all of such expenses, except where the Employer elects to pay such expenses directly; *provided, however*, that any such fees shall be levied on a pro-rata basis from the Account Participant's various Accounts at any given time, including Before-Tax Deferral Accounts, Roth Accounts (to the extent applicable), Rollover Accounts not relating to Rollover Contributions of amounts from a Qualified Roth Contribution Program, and Rollover Accounts relating to Rollover Contributions of amounts from a Qualified Roth Contribution Program.

(b) Investment Expenses. Unless the Committee determines otherwise, brokerage fees, transfer taxes and any other expenses incident to the purchase or sale of securities for any Investment Option shall be deemed to be part of the cost of such securities, or deducted in computing the proceeds therefrom, as the case may be. The Administrative Service Agency shall appropriately deduct any taxes assessed in respect of any assets held, income received, or transactions effected under any Investment Option proportionately against any Accounts that are invested in such Investment Option.

11.8 Review of Claims.

(a) Initial Claim of Rights or Benefits and Review. Any claim to rights or benefits under the Plan, including, any purported Qualified Domestic Relations Order, or request for an Unforeseeable Emergency Withdrawal must be filed in writing with the Committee, or with such other entity as the Committee may designate. Within sixty days after receipt of such claim, the Committee, or such other entity designated by the Committee, shall notify the claimant and, if such claimant is not the Account Participant, any Account Participant against whose Plan Benefit the claim is made, that the claim has been granted or denied, in whole or in part. Notice of denial of any claim in whole or in part by the Committee, or by such other entity designated by the Committee, shall include the specific reasons for denial and notice of the rights granted by Section 11.8.

(b) Review of Decision. Any claimant or Account Participant who has received notice of denial or grant, in whole or in part, of a claim made in accordance with the foregoing Section 11.8(a) may file a written request within thirty days of receipt of such denial for review of the decision by the Review Committee. Within ninety days after receipt of such request for review, the Review Committee shall notify the claimant and, as applicable, the Account Participant, that the claim has been granted or denied, in whole or in part; *provided, however*, that the Review Committee may in its discretion extend such period by up to an additional 120 days upon notice to the claimant and, as applicable, the Account Participant, prior to expiration of the original ninety days that such additional period is needed for proper review of the claim. Notice of denial of any claim in whole or in part by the Review Committee shall include the specific reasons for denial and shall be final, binding and conclusive on all interested persons for all purposes.

11.9 Advisers. The Committee shall arrange for the engagement of legal counsel and certified public accountants, who may be counsel or accountants for the Employer, and other consultants, including an investment adviser, and make use of agents and clerical or other

personnel, for purposes of this Plan. The Committee may rely upon the written opinions of counsel, accountants and consultants, and upon any information supplied by the Trustee, a Financial Organization or Administrative Service Agency appointed in accordance with the Regulations.

11.10 Limitation on Committee Power. No member of the Committee shall be entitled to act on or decide any matters relating solely to such member or any of his or her rights or benefits under the Plan.

11.11 Committee Action. All actions of the Committee shall be taken at a public meeting in accordance with Article 7 of the Public Officers Law. The Committee shall establish its own procedures and the time and place for its meetings and provide for the keeping of minutes of all meetings.

11.12 General Requirements. Notwithstanding any other provision hereof, the Plan shall at all times be operated in accordance with the requirements of applicable law, including, the Regulations.

SECTION 12 AMENDMENT OR TERMINATION

12.1 Power to Amend and Terminate. Subject to any requirements of State or federal law, the Employer reserves the right at any time and with or without prior notice to any person to amend, suspend or terminate the Plan, to eliminate future deferrals and contributions for existing Participants, or to limit participation to existing Participants, in whole or in part and for any reason and without the consent of any Employee, Account Participant, Beneficiary or other person. No amendment, suspension or termination of any provisions of the Plan or any deferrals or contributions thereunder, the Trust Agreement or any Investment Option may be made retroactively, unless such retroactivity is allowed under State law, the Code and other applicable law.

12.2 Termination of Plan. Upon any action by the Employer to initiate a Plan termination, the Employer shall permit no further deferrals or contributions of Compensation under the Plan, and the Plan termination shall become effective upon the distribution of all Plan Benefits. After taking an action to initiate a Plan termination, the Employer may distribute all Plan Benefits to Account Participants or the Employer may provide that Plan Benefits and other interests in the Trust Fund shall continue to be payable as provided in the Plan. Any distributions, transfers or other dispositions of the Plan Benefits as provided in the Plan shall constitute a complete discharge of all liabilities under the Plan. The Committee and the Trustee(s) shall remain in existence and the Trust Agreement and all of the provisions of the Plan that the Employer determines are necessary or advisable for the administration and distribution, transfer or other disposition of interests in the Trust Fund shall remain in force.

SECTION 13 GENERAL LIMITATIONS AND PROVISIONS

13.1 Plan Binding on Account Participants. The Plan, as duly amended from time to time, shall be binding on each Account Participant and his or her Surviving Spouse, heirs, administrators, trustees, successors, assigns, and Beneficiaries and all other interested persons.

13.2 No Right to Employment. Nothing contained herein shall give any individual the right to be retained in the employment of the Employer or affect the right of the Employer to terminate any individual's employment. The adoption and maintenance of the Plan shall not constitute a contract between the Employer and any individual or consideration for, or an inducement to or condition of, the employment of any individual.

13.3 Incapacitation or Incompetence. If the Administrative Service Agency shall find that any person to whom any amount is payable under the Plan is unable to care for his or her affairs, is a minor, or has died, then any payment due to such person or his or her estate (unless a prior claim therefor has been made by a Beneficiary, Surviving Spouse or duly appointed legal representative or the time period during which a Beneficiary or Surviving Spouse could make a claim under the Plan has not elapsed) may, if the Administrative Service Agency so elects, be paid to his or her spouse, a child, a relative, or any other person maintaining or having custody of such person otherwise entitled to payment or deemed by the Trustee to be a proper recipient on behalf of such person. Any such payment shall be a complete discharge of all liability under the Plan therefor.

13.4 No Alienation of Plan Benefits. Except insofar as may otherwise be required by a Qualified Domestic Relations Order or applicable law, no amount payable at any time under the Plan shall be subject in any manner to alienation by anticipation, sale, transfer, assignment, bankruptcy, pledge, attachment, garnishment, charge or encumbrance of any kind, and any attempt to so alienate such amount, whether presently or thereafter payable, shall be void.

13.5 Notices to the Committee. All elections, designations, requests, notices, instructions, and other communications from the Employer, an Employee, an Account Participant, or any other person to the Committee, Administrative Service Agency or the Employer required or permitted under the Plan shall be in such form as is prescribed by the Committee, shall be mailed by first class mail or delivered electronically in such a form and to such location as shall be prescribed by the Committee from time to time, and shall be deemed to have been given and delivered only upon actual receipt thereof at such location. Copies of all elections, designations, requests, notices, instructions and other communications from an Employee, a Participant, a Beneficiary, a Surviving Spouse or any other person to the Employer shall be promptly filed with the Administrative Service Agency in such a manner specified by the Administrative Service Agency.

13.6 Notices to Participants. All notices, statements, reports and other communications from an Employer, the Trustee or the Committee to any Account Participant, shall be deemed to have been duly given when delivered to, or when mailed by electronic delivery or other form of delivery approved by the Committee or by first class mail, postage prepaid and addressed to such Employee, Account Participant, Beneficiary, Surviving Spouse or other

person at his or her address last appearing on the records of the Administrative Service Agency, the Trustee or the Employer.

13.7 Trust Sole Source of Plan Benefits. The Trust Fund shall be the sole source of benefits under the Plan and, except as otherwise required by applicable law, neither the Committee, the Employer nor any officer or employee of an Employer assume any liability or responsibility for payment of such benefits, and each Account Participant, his or her spouse or Beneficiary, or other person who shall claim the right to any payment under the Plan shall be entitled to look only to the Trust Fund for such payment and shall not have any right, claim or demand therefor against the Committee or any member thereof, the Employer, or any officer or employee of an Employer. Nothing in Section 13.7 shall relieve an Employer of its obligation to defer or contribute Amounts Deferred or Contributed to the Trust Fund within two Business Days after the applicable payroll date, in the manner contemplated by Section 4.1.

13.8 Account Assets and Account Vesting.

(a) Account Assets Held in Trust Fund. The entire value of each Account for each Account Participant shall be held in the Trust Fund pursuant to the Trust Agreement for the exclusive benefit of the applicable Account Participant and for paying reasonable expenses of the Plan and of the Trust Fund pursuant to Section 11.7 and no part of the Trust Fund shall revert to any Employer; *provided, however*, that the setting-aside of any amounts to be held in the Trust Fund is expressly conditioned upon the following: If an amount is set aside to be held in the Trust Fund by an Employer in a manner which is inconsistent with any of the requirements of Section 457(b) of the Code, such amount shall be returned to such Employer prior to the first day of the first Plan Year commencing more than 180 days after the date of notification of such inconsistency by the Secretary of the Treasury. Any amounts so returned to the Employer, and the earnings thereon, shall be remitted to the Participants on whose behalf such amounts were set aside.

(b) Vesting. Each Account Participant shall be 100 percent vested at all times in his or her Plan Benefit.

13.9 Several Liability. The duties and responsibilities allocated to each person under the Plan and the Trust Agreement shall be the several and not joint responsibility of each, and no such person shall be liable for the act or omission of any other person.

13.10 Interpretation. (i) The term “including” means by way of example and not by way of limitation, and (ii) the headings preceding the sections hereof have been inserted solely as a matter of convenience and in no way define or limit the scope or intent of any provisions hereof.

13.11 Construction. The Plan and all rights there under shall be governed by and construed in accordance with the Code and the laws of the State.

SCHEDULE A

Effective date of last completion or amendment of this Schedule A: July 9th, 2015

Instructions

This Schedule A and all later amendments to this Schedule A are part of the Plan document and should remain attached to the Plan document.

Schedule A is used by the Committee (1) TO ACTIVATE or TERMINATE optional Plan provisions described below, (2) TO MODIFY the default provisions of the Plan described below or (3) TO INDICATE that the default provisions described below will continue to apply under the Plan.

Each section of this Schedule A must be completed by the Committee in connection with the adoption of this amendment and restatement of the Plan. All selections made shall remain effective until this Schedule A is later amended by the Committee.

All section references refer to the corresponding sections of the Plan and all defined terms have the meanings ascribed to them in the Plan.

Committee Elections – Optional Plan Provisions

3.1(c) ROTH PROGRAM

Section 3.1(c) of the Plan permits Roth Contributions only if the Committee checks YES below. The Committee must also indicate below the effective date of this election. The Committee should check NO below to indicate that Roth Contributions will not be permitted under the Plan or, at a later time, to change prospectively (as of a specified effective date) a prior election under this section.

The Plan shall maintain a Roth Program under which Participants may make Roth Contributions to the Plan, which Roth Contributions will be made and separately accounted for in compliance with the relevant provisions of the Plan and the Code.

YES

NO

Effective date: January 1, 2012

8.8 IN-PLAN ROLLOVER TO A ROTH ACCOUNT

Section 8.8 of the Plan permits Roth Contributions only if the Committee has checked YES above (permitting a Roth Program) and checked YES below allowing amounts that otherwise qualify as Eligible Rollover Distributions not attributable to Roth Contributions to be directly contributed to a Roth Account under the Plan. The Committee must also indicate below the

effective date of this election. The Committee should check NO below to indicate that Eligible Rollover Distributions may not be directly rolled over to a Roth Account under the Plan or, at a later time, to change prospectively (as of a specified effective date) a prior election under this section.

To the extent the Committee has resolved to implement and maintain a Roth Program pursuant to Section 3.1(c) of Schedule A, a Participant may elect to have the portion of his or her Plan Benefit that is not attributable to Roth Contributions or outstanding loans directly rolled over into a Roth Account in the Plan.

YES (do not check YES unless Roth Program is in effect)

NO

Effective date: January 1, 2012 or administratively possible

3.1(e) SUSPENSION OF DEFERRALS AND CONTRIBUTIONS FOLLOWING AN UNFORESEEABLE EMERGENCY WITHDRAWAL

Section 3.1(e) of the Plan allows the Employer automatically to suspend deferrals and contributions for six months following the date a Participant receives an Unforeseeable Emergency withdrawal only if the Committee checks YES below. The Committee must also indicate below the effective date of this election. The Committee should check NO below to indicate that a suspension of deferrals and contributions will not be required or, at a later time, to change prospectively (as of a specified effective date) a prior election under this section.

A Participant's deferrals and contributions will be suspended for a period of six months following a distribution due to an Unforeseeable Emergency withdrawal.

YES

NO

Effective date: December 1, 2011

7.2(b) AUTOMATIC DISTRIBUTION OF SMALL ACCOUNTS FOLLOWING A SEVERANCE FROM EMPLOYMENT

Section 7.2(b) of the Plan allows the Employer to automatically distribute certain small account balances following a Severance from Employment only if the Committee has checked YES below. The Committee must also indicate below the effective date of this election. The Committee should check NO to indicate that no automatic distribution will occur following a Severance from Employment or, at a later time, prospectively to change (as of a specified effective date) a prior election under this section.

With respect to a Participant or an Alternate Payee whose Account or Alternate Payee Account does not exceed the amount set forth in Section 7.2(a) of the Plan, the Committee shall direct the automatic distribution of the Participant's Account and Rollover Account or the Alternate Payee's Alternate Payee Account as soon as practicable following the Participant's Severance from Employment.

YES

NO

Effective date: December 1, 2011

7.2(b) AUTOMATIC DISTRIBUTION OF INACTIVE SMALL ACCOUNTS

Section 7.2(b) of the Plan allows the Employer to automatically distribute certain small account balances in inactive accounts only if the Committee has checked YES below and indicated the small account amount below. The Committee must also indicate below the effective date of this election. The Committee should check NO to indicate that no automatic distribution of inactive small accounts will occur or, at a later time, prospectively to change (as of a specified effective date) a prior election under this section.

7.2(b) Automatic Distributions after a Severance from Employment.

With respect to a Participant or an Alternate Payee whose Account or Alternate Payee Account does not exceed the amount set forth in Section 7.2(a) of the Plan, upon an Account Participant's Plan Benefit falling below \$_____, [*Insert any whole dollar amount up to the dollar limit under Section 411(a)(11)(A) of the Code*] to the extent that the requirements of Section 7.2(a) of the Plan are met, the Committee shall direct the automatic distribution of the Participant's Account and Rollover Account or the Alternate Payee's Alternate Payee Account in accordance with 7.2(b) of the Plan.

YES (do not check YES unless a permissible amount is specified above)

NO

Effective date: December 1, 2011

7.3 PLAN LOANS FOR ACTIVE EMPLOYEES

Section 7.3(a) of the Plan allows active Employees to request a Plan loan only if the Committee has checked YES below. The Committee must also indicate below the effective date of this election. The Committee should check NO to indicate that no Plan loans will be permitted or, at a later time, prospectively (as of a specified effective date) to change a prior election under this section.

If the Committee elects “YES” under Section 7.3, the Committee must also make an election as to the source of Plan loans under Section 7.3(e).

Participants who are active Employees shall be eligible to request a Plan loan and may be granted a loan pursuant to the requirements of Section 7.3 of the Plan.

YES (requires an election regarding the source under 7.3(e))

NO

Effective date: December 1, 2011

7.3(a) PLAN LOANS FOR PARTICIPANTS ON AN APPROVED LEAVE OF ABSENCE

Section 7.3(a) of the Plan allows Participants who are on an approved leave of absence to be eligible to request a Plan loan only if the Committee has checked YES above (permitting Plan loans for active Employees) and checked YES below extending the loan provisions to Participants on an approved leave of absence. The Committee must also indicate below the effective date of this election. The Committee should check NO to indicate that no Plan loans will be permitted for Participants on an approved leave of absence or, at a later time, prospectively to change (as of a specified effective date) a prior election under this section.

Participants who are on an approved leave of absence from their Employer shall be eligible to request a Plan loan and may be granted a loan pursuant to the requirements of Section 7.3 of the Plan.

YES (do not check YES unless Plan Loans are authorized for active Employees)

NO

Effective date: December 1, 2011

7.3(e) SOURCE OF PLAN LOANS

Section 7.3 of the Plan allows the Committee to permit Plan loans (see elections above). If the Committee elects to permit Plan loans under Section 7.3, the Plan document states that the Committee must elect the source of Plan loans from the options set forth below. Only one option may be elected.

- Plan loans shall be made solely from the Before Tax Deferral Account or, if applicable, Rollover Accounts relating to Rollover Contributions of before tax deferrals; or
- Plan loans shall be made pro rata (based on the balance in the Participant's Before Tax Deferral Account and Rollover Account relating to Rollover Contributions of before tax deferrals) from (i) the Before Tax Deferral Account or, if applicable, the Rollover Accounts relating to Rollover Contributions of before tax deferrals; and (ii) the Roth Account; or
- Participants shall elect whether to have a Plan loan made (i) entirely from such Participant's Before Tax Deferral Account and, if applicable, Rollover Accounts relating to Rollover Contributions of before tax deferrals; or (ii) pro rata (based on the balance in the Before Tax Deferral Account and Rollover Account relating to Rollover Contributions of before tax deferrals) from (A) the Before Tax Deferral Account or, if applicable, the Rollover Accounts relating to Rollover Contributions of before tax deferrals; and (B) the Roth Account.

7.3(f) DURATION OF LOAN GRACE PERIOD

Section 7.3 of the Plan allows the Committee to permit Plan loans (see elections above). If the Committee permits Plan loans, the Plan document states that, unless the Committee makes an election below, any such loan will be in default if a Participant fails to make a required loan repayment within 90 days following the due date for such repayment. The Plan document refers to this period as the "Loan Grace Period."

Section 7.3 of the Plan allows the Committee to specify a shorter Loan Grace Period by indicating a period of fewer than 90 days below and by indicating that such election will apply to Plan loans made after the effective date specified below. The Committee may, at a later time, indicate (as of a specified effective date) a different Loan Grace Period by making a new election under this section.

The Loan Grace Period for purposes of Section 7.3(f) shall be 90 days [***a number of days greater than 0 but less than 90***] following the due date of a Participant's scheduled loan repayment.

Effective date: July 9, 2015

8.1(c)(i) and (iii) MINIMUM LUMP SUM AMOUNT

Sections 8.1 (c)(i) and (iii) of the Plan allow a Participant who is otherwise eligible for a distribution under the Plan to elect to receive that distribution in a total or partial lump sum. The Plan document states that, unless the Committee makes an election below, the amount of a partial lump sum distribution cannot be less than \$100. The Plan document refers to this amount as the “Minimum Lump Sum Amount.”

Sections 8.1(c)(i) and (iii) of the Plan allow the Committee to specify a different Minimum Lump Sum Amount by indicating a dollar amount below and by indicating that such Minimum Lump Sum Amount will apply to distributions made after the effective date specified below. The Committee may also indicate there is no Minimum Lump Sum Amount by inserting the “none” or “0” below. The Committee may, at a later time, indicate (as of a specified effective date) on a prospective basis a different Minimum Lump Sum Amount by making a new election under this section.

The Minimum Lump Sum Amount shall be \$ 100 .

Effective date: December 1, 2011

8.1(c)(ii) MINIMUM INSTALLMENT AMOUNT

Section 8.1(c)(ii) of the Plan allows a Participant who is otherwise eligible for a distribution under the Plan to elect to receive that distribution in periodic monthly, quarterly, semi-annual or annual installments. The Plan document states that, unless the Committee makes an election below, the amount of an installment distribution cannot be less than \$100. The Plan document refers to this amount as the “Minimum Installment Amount.”

Section 8.1(c)(ii) of the Plan allows the Committee to specify a different Minimum Installment Amount by indicating a dollar amount below and by indicating that such Minimum Installment Amount will apply to distributions made after the effective date specified below. The Committee may also indicate there is no Minimum Installment Amount by inserting the “none” or “0” below. The Committee may, at a later time, indicate (as of a specified effective date) on a prospective basis a different Minimum Installment Amount by making a new election under this section.

The Minimum Installment Amount shall be \$ 100 .

Effective date: December 1, 2011

8.1(c)(i) and (iii) MAXIMUM ANNUAL NUMBER OF PARTIAL DISTRIBUTIONS PER PLAN YEAR

Sections 8.1(c)(i) and (iii) of the Plan allow a Participant who is otherwise eligible for a distribution under the Plan to elect to receive that distribution in a total or partial lump sum. The Plan document states that, unless the Committee makes an election below, the maximum number of partial lump sum distributions in a Plan Year may not exceed 12. The Plan document refers to this amount as the “Maximum Annual Number of Partial Distributions.”

Sections 8.1(c)(i) and (iii) of the Plan allow the Committee to specify a different Maximum Number of Partial Distributions per Plan Year by indicating a different limit below and by indicating that such limit will apply to distributions made after the effective date specified below. The Committee may, at a later time, indicate (as of a specified effective date) on a prospective basis a different Maximum Number of Partial Distributions for a Plan Year by making a new election under this section.

The Maximum Annual Number of Partial Distributions for each Plan Year shall be 12.

Effective date: December 1, 2011

8.1(e) DISTRIBUTION WAITING PERIOD

Section 8.1(e) of the Plan allows a Participant who is otherwise eligible for a distribution under the Plan to elect to receive that distribution in a total or partial lump sum or in installments. Section 8.1(e) of the Plan document also states that, unless the Committee makes an election below, a distribution will be delayed for 45 days if the distribution would result in the Participant having an account balance of less than \$500. The Plan document refers to this period as the “Distribution Waiting Period.”

Section 8.1(e) of the Plan allows the Committee to specify a different Distribution Waiting Period by indicating a different limit below and by indicating that such limit will apply to distributions made after the effective date specified below. The Committee may also indicate there is no Distribution Waiting Period by inserting the word “none” below. The Committee may, at a later time, indicate (as of a specified effective date) on a prospective basis a different Distribution Waiting Period for a Plan Year by making a new election under this Schedule A.

The Distribution Waiting Period shall be 0 days.

Effective date: December 1, 2011

SCHEDULE B

CARES Act, SECURE Act and SECURE 2.0 Act Optional Plan Provisions*

****FOR PLANS COMPLETING AND ADOPTING THIS SCHEDULE B FOR THE FIRST TIME, THE RELATED AMENDMENTS TO THE GOVERNING PLAN DOCUMENT SHOULD ALSO BE ADOPTED.***

Effective date of last completion or amendment of this Schedule B: January 1, 2021

Instructions

This Schedule B and all later amendments to this Schedule B are part of the Plan document and should remain attached to the Plan document.

Schedule B is used by the Employer (1) TO ACTIVATE or TERMINATE optional Plan provisions described below, (2) TO MODIFY the default provisions of the Plan described below or (3) TO INDICATE that the default provisions described below will continue to apply under the Plan.

Each section of this Schedule B must be completed by the Employer in connection with the adoption of this amendment and restatement of the Plan. All selections made shall remain effective until this Schedule B is later amended by the Employer.

All section references refer to the corresponding sections of the Plan and all defined terms have the meanings ascribed to them in the Plan.

Employer Elections – Optional CARES Act, SECURE Act and SECURE 2.0 Act Plan Provisions

7.3(i) CARES ACT PLAN LOANS FOR QUALIFIED PARTICIPANTS

Section 7.3(i) of the Plan allows the Employer to permit Qualified Participants to request a CARES Act Plan loan. If adopted, the provision applies to CARES Act loans made to Qualified Participants from March 27, 2020 to September 23, 2020. Unless the Employer designates a lower amount below, the maximum loan amount shall be capped as described in Section 7.3(i) of the CARES Act. Check YES to indicate that CARES Act loans will be permitted. Check NO to indicate that no CARES Act Plan loans will be permitted. Only one option may be elected.

Loan-eligible Participants who are Qualified Participants shall be eligible to request a CARES Act Plan loan and may be granted a loan pursuant to the requirements of Section 7.3(i) of the Plan.

YES

NO

If YES, the maximum loan amount shall be \$ 100,000 or 100% of available account balance

7.3(j) CARES ACT LOAN REPAYMENT DELAY

Section 7.3(j) of the Plan allows the Employer to permit repayment of certain Plan loans made to Qualified Participants to be delayed up to one year. If adopted, the provision applies to Qualified Participants with outstanding loans with repayment due between March 27, 2020 and December 31, 2020. Check YES to indicate that changes to loan repayment schedules pursuant to the CARES Act will be permitted. Check NO to indicate that no changes to loan repayment schedules pursuant to the CARES Act will occur. Only one option may be elected.

Qualified Participants with an outstanding loan under the Plan may have the due date of such loan delayed pursuant to the requirements of Section 7.3(j) of the Plan.

YES

NO

7.5 CORONAVIRUS-RELATED DISTRIBUTIONS

Section 7.5 of the Plan allows the Employer to permit Coronavirus-Related Distributions. The Plan document states that, unless the Committee makes a different election below, the maximum distribution amount shall be \$100,000, as capped by the CARES Act. If adopted, the provision applies to Coronavirus-Related Distributions made between January 1, 2020 and December 31, 2020. Check YES to indicate that Coronavirus-Related Distributions will be permitted. Check NO to indicate that Coronavirus-Related Distributions will not be permitted under the Plan. Only one option may be elected.

The Plan shall permit Coronavirus-Related Distributions, pursuant to Section 7.5 of the Plan, in compliance with the relevant provisions of the Plan and the CARES Act.

YES

NO

The maximum distribution amount shall be \$ 100,000

7.6 DISTRIBUTION FOR A NEW CHILD

Section 7.6 of the Plan allows the Employer to permit penalty-free distributions for a new child. If adopted, the provision applies to distributions for a new child made after December 31, 2019. Check YES to indicate that distributions for a new child will be permitted. Check NO to indicate that distributions for a new child will not be permitted under the Plan. Only one option may be elected.

The Plan shall permit distributions for a new child as of the operational effective date described above, pursuant to Section 7.6 of the Plan, in compliance with the relevant provisions of the Plan and the SECURE Act.

YES

NO

7.7 DISTRIBUTION FOR EMERGENCY PERSONAL EXPENSE

Section 7.7 of the Plan allows the Employer to permit one penalty-free distribution per calendar year for an emergency personal expense. If adopted, the provision applies to distributions for an emergency personal expense made after December 31, 2023. Check YES to indicate that distributions for an emergency personal expense will be permitted. Check NO to indicate that distributions for an emergency personal expense will not be permitted under the Plan. Only one option may be elected.

The Plan shall permit distributions for an emergency personal expense as of the operational effective date described above, pursuant to Section 7.7 of the Plan, in compliance with the relevant provisions of the Plan and the SECURE 2.0 Act.

YES

NO

7.8 DISTRIBUTION FOR DOMESTIC ABUSE

Section 7.8 of the Plan allows the Employer to permit penalty-free distributions for domestic abuse. If adopted, the provision applies to distributions for domestic abuse made after December 31, 2023. Check YES to indicate that distributions for domestic abuse will be permitted. Check NO to indicate that distributions for domestic abuse will not be permitted under the Plan. Only one option may be elected.

The Plan shall permit distributions for domestic abuse as of the operational effective date described above, pursuant to Section 7.8 of the Plan, in compliance with the relevant provisions of the Plan and the SECURE 2.0 Act.

YES

NO

7.9 DISTRIBUTION FOR FEDERALLY DECLARED DISASTER

Section 7.9 of the Plan allows the Employer to permit penalty-free distributions for a qualified federally declared disaster. If adopted, the provision applies to distributions for a qualified federally declared disaster made during the time period allowable under Section 72(t)(2)(M) of the Code. Check YES to indicate that distributions for a qualified federally declared disaster

will be permitted. Check NO to indicate that distributions for a qualified federally declared disaster will not be permitted under the Plan. Only one option may be elected.

The Plan shall permit distributions for qualified federally declared disasters as of the operational effective date described above, pursuant to Section 7.9 of the Plan, in compliance with the relevant provisions of the Plan and the SECURE 2.0 Act.

YES

NO

7.10 DISTRIBUTION FOR LONG-TERM CARE CONTRACT

Section 7.10 of the Plan allows the Employer to permit penalty-free distributions for qualified long-term care contracts. If adopted, the provision applies to distributions for qualified long-term care contracts made after December 29, 2025. Check YES to indicate that distributions for qualified long-term care contracts will be permitted. Check NO to indicate that distributions for qualified long-term care contracts will not be permitted under the Plan. Only one option may be elected.

The Plan shall permit distributions for qualified long-term care contracts as of the operational effective date described above, pursuant to Section 7.10 of the Plan, in compliance with the relevant provisions of the Plan and the SECURE 2.0 Act.

YES

NO

8.1(a) ELIGIBILITY FOR DISTRIBUTION

Section 8.1(a) of the Plan provides for the minimum age for in-service distributions to Participants. The Plan document states that, unless the Employer elects a different minimum age below, which shall be no lower than age 59½, the minimum age for in-service distributions shall be 70½. If adopted, the provision applies to distributions made after December 31, 2019. Check YES to indicate that the minimum age for in-service distributions will be changed to the age elected below. Check NO to indicate that no changes will be made to the minimum age for in-service distributions. Only one option may be elected.

YES

The minimum age for in-service distributions shall be 59 1/2.

NO

8.6(h) 2020 RMDS

Section 8.6(h) of the Plan provides for the waiver of required minimum distributions for calendar year 2020 and allows the employer to choose whether a Participant or Beneficiary

will receive 2020 RMDs. If adopted, the provision applies to required minimum distributions for the period between January 1, 2020 and December 31, 2020. Only one option may be elected.

- A Participant or Beneficiary who would have been required to receive a 2020 RMD will receive this distribution unless the Participant or Beneficiary chooses not to receive the distribution; or
- A Participant or Beneficiary who would have been required to receive a 2020 RMD will not receive this distribution unless the Participant or Beneficiary chooses to receive the distribution.

Section 8.6(h) also provides for the treatment of certain distributions in 2020 as eligible rollover distributions. Check one or none.

- 2020 RMDs (as defined in the Plan);
- 2020 RMDs and Extended 2020 RMDs (both as defined in the Plan); or
- 2020 RMDs (as defined in the Plan), but only if paid with an additional amount that is an eligible rollover distribution without regard to section 401(a)(9)(I).



MONROE COUNTY WATER AUTHORITY
ACCOUNTING POLICIES & PROCEDURES MANUAL

Re-Adopted by MCWA Board : ~~June 8, 2023~~ June 13, 2024

**A Monroe County Water Authority
Accounting Policies and Procedures Manual
(Executive Summary)**

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AUTHORITY GOVERNANCE SUMMARY

Mission and Ethics

Mission Statement

The Monroe County Water Authority (the Authority) is a not-for-profit public benefit corporation that reliably provides quality, affordable water that fosters economic vitality and enhanced quality of life for Monroe County and area communities who request service.

Conflict of Interest Policy/Code of Ethics

The Authority has a “conflict of interest policy” to make certain any Members, officers, employees and others who serve the Authority do not have any personal or business interest that may conflict with their responsibilities to the Authority. The Authority also has a “code of ethics policy” which governs the day-to-day actions of all Members, officers and employees of the Authority.

The Board of Directors

Powers and Duties

The Authority Board Members (collectively, the Board) have oversight responsibilities for managing the Authority and must make crucial decisions, such as hiring and terminating key officers and employees, engaging auditors and other professionals and authorizing significant financial transactions and new program initiatives.

Committees

Audit Committee – The Authority has an Audit Committee comprised of three Board Members who act as a liaison to the Authority’s independent external auditor. The Audit Committee interacts with management to implement and monitor the internal control structure and have additional roles and responsibilities as described in the Authority’s By-Laws.

Governance Committee – The Authority has a Governance Committee comprised of three Board Members. The Governance Committee examines ethical and conflict of interest issues and makes recommendations to the full Board for changes to the Authority’s corporate governance guidelines as the Committee deems necessary and/or appropriate. The Governance Committee has additional roles and responsibilities as described in the Authority’s By-Laws.

Finance Committee – The Authority has a Finance Committee comprised of three Board Members. The Finance Committee’s primary responsibility is to review proposals and make recommendations for the issuance of debt by the Authority. The Finance Committee also has additional roles and responsibilities as described in the Authority’s By-Laws.

Compensation Committee – The Authority has a Compensation Committee comprised of three Board members. The Compensation Committee's role is to make a recommendation to the full Board to appoint, compensate, and oversee an independent compensation consultant and work with said consultant to create, implement, and regularly update a written compensation policy. Additionally, it will be the role of the Compensation Committee to, from time to time, review and implement policies and procedures regarding the performance of, and compensation increases for, the Executive Director and Executive Staff. The Compensation Committee has additional roles and responsibilities as described in the Authority's By-Laws.

In April of 2018, the By-Laws of the Authority were amended and restated, and subsequently approved by the Board in Resolution #18-088, which, in part, established the new Compensation Committee and restated that the Chairperson of the Authority shall be a member ex-officio on all committees and shall have the right, but not the duty, to vote on all propositions before such committees.

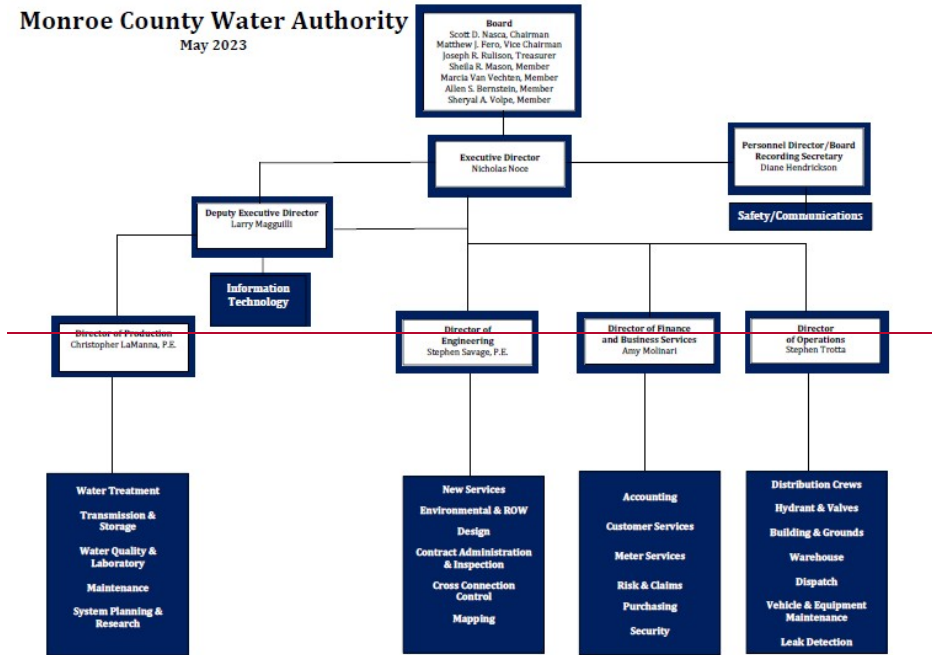
Independent Certified Public Accountants

It is the policy of the Authority to evaluate the Independent Certified Public Accountants at least every five years. The Authority utilizes the auditors as a resource for assistance with concerns about financial and other matters that arise during the year, not just during the audit fieldwork. The auditors prepare a management letter to be sent to the Members, which discusses internal controls or other issues identified during the audit that concern the financial management of the Authority.

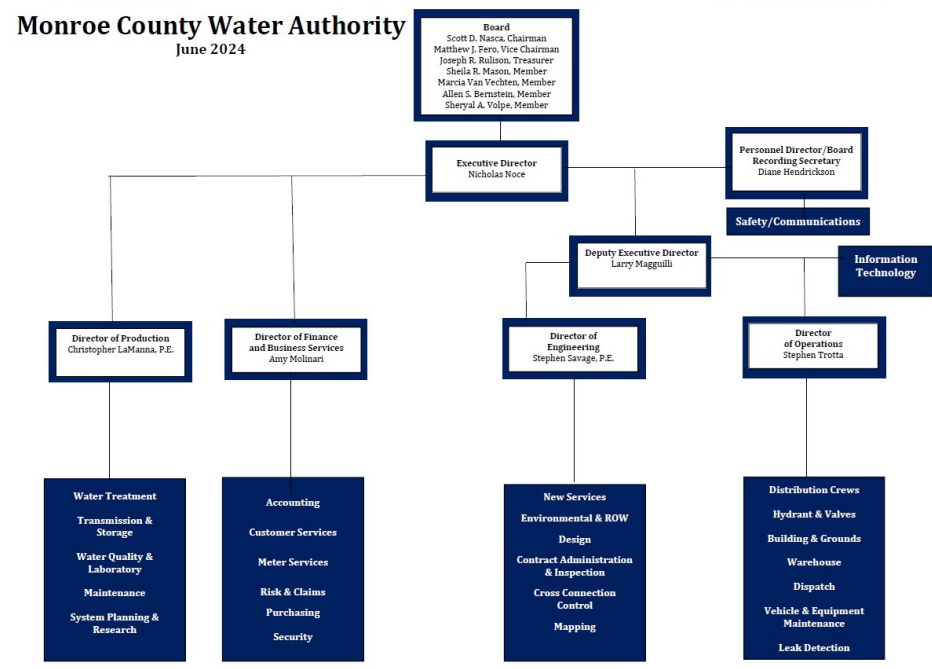
Authority Organizational Structure

The Board Members conduct a periodic review of the Authority's structure in order to determine what is working well and what might want to change in order to be more efficient, effective or responsible.

Monroe County Water Authority
May 2023



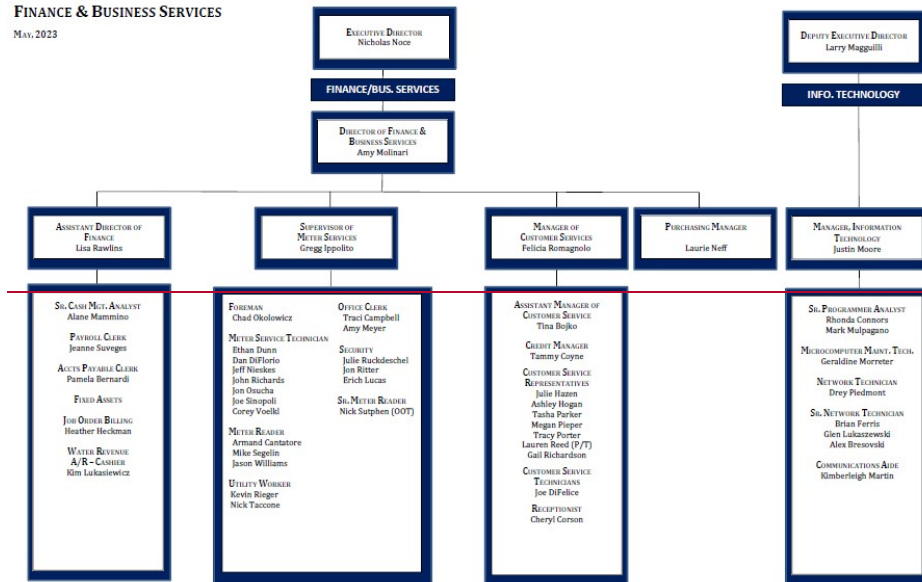
Monroe County Water Authority
June 2024



Finance & Business Services Organizational Chart

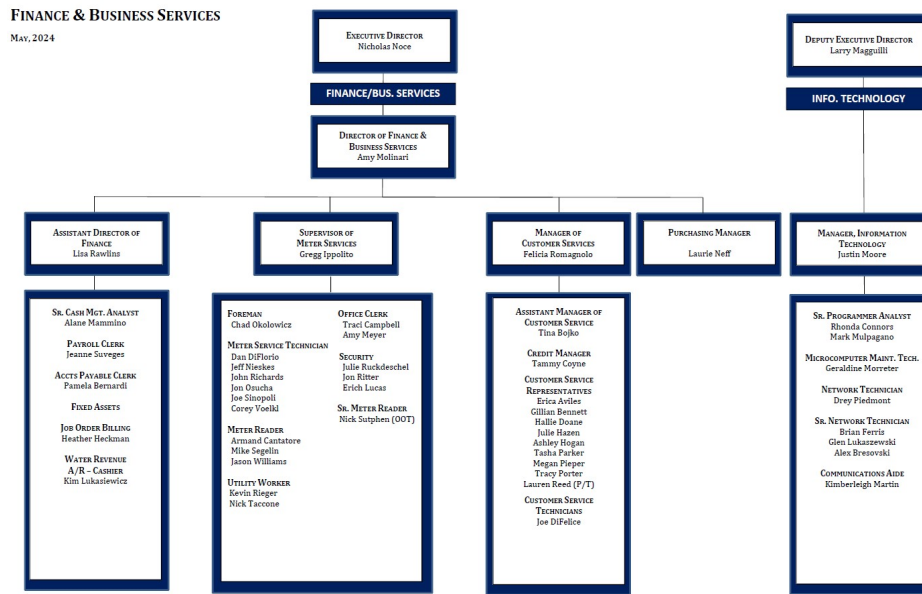
FINANCE & BUSINESS SERVICES

MAY, 2023



FINANCE & BUSINESS SERVICES

MAY, 2024



Review of Policies and Procedures

The Board Members conduct a periodic review of the Authority's policies in order to determine what is working well and what practices the Authority may want to change in order to be more efficient, effective or responsible.

PERSONNEL POLICIES AND PROCEDURES

Personnel Programs – General

The Authority employs both Union and Non-Union employees based on the requirements of the position.

Employment and Personnel Records

Job Descriptions

The Authority periodically updates job descriptions in conjunction with Civil Service jobs descriptions.

Recruitment and Selection

As a governmental agency, the Authority's recruitment and selection process follows the guidelines established by union contracts and civil service requirements as designated by the position. The Board of Directors confirms all new hires and salaries.

New Hire Orientation

The Personnel department coordinates and confirms that all required new hire forms in the New Hire Package are completed prior to employment. The Personnel department sets up new hires in the internal payroll system.

Benefit Processing

Workers Compensation - Workers compensation is a self-insured program. The eligible employee receives their net take-home salary for regularly scheduled hours. The insurance premium is allocated to the cost centers through the payroll system.

Disability Insurance – Employees receive 40% of their total pay each week after five sick days. Employees are allowed to offset the balance with sick, personal or vacation time. The employee submits a form from their physician verifying the disability to the Personnel department. The Personnel department notifies the Payroll Clerk for processing in the weekly payroll.

Retirement Benefits - Employees are covered under the New York State Employees' Retirement System. Tier 3 and Tier 4 employees must contribute a percentage of gross earnings for 10 years

of membership in the retirement system. Tier 5 and Tier 6 employees must contribute a percentage of gross earnings during employment. In addition, the Authority makes an annual payment to the system for all employees based on a percentage of gross wages as determined by the NYS Retirement System.

Health Insurance – The Personnel department is responsible for processing the monthly payment to the insurance carriers, through Accounts Payable. Contribution is based on the union agreement or other Authority policies.

Training

The Authority shall arrange for appropriate training for all involved, including new Members, officers and employees.

Evaluation

It is the Authority's policy to evaluate all employees annually.

Employee Files

The Personnel department stores all employee files in locked cabinets.

Compensation and Classification

Hourly / Salary / Exempt

The Union contracts and the Board of Directors regulate salaries and wages.

Payroll

It is the Authority's policy to process payroll timely and accurately. Payroll processing is the responsibility of the Finance & Business Services Department (Finance department).

Payroll Master Files

The Authority utilizes an internal software package that is integrated with the Personnel department. The Payroll Clerk and the Personnel department are responsible for maintaining the payroll tables. The Information Technology (IT) and Personnel departments update annual changes to the pay rates. The Personnel department is responsible for updating individual employee information including pay codes and deduction codes. All changes generate a change report which is reviewed by Personnel and the Director of Finance & Business Services, or designee.

Payroll Processing

The Authority payroll period is Monday through Sunday, and payroll is processed weekly. Each employee completes a timecard and/or electronic time sheet and submits it to their direct supervisor for approval. The Payroll Clerk enters any exceptions to the standard

work week for each employee, including any sick, vacation, or personal time used. Once payroll is processed, the IT department prints the checks, which are signed by another member of the FinanceAccounting department accounting staff using the check signing machine. The Payroll Clerk sends the NACHA (direct deposit) file to the bank electronically. Payroll registers are reviewed by the Director of Finance & Business Services, or designee.

Payroll Taxes and Deduction Payments

It is the Authority's policy to submit payments for NYS taxes, federal taxes and deferred compensation electronically. All other payments, including garnishments, are generated with the paychecks during the payroll process.

NYS Retirement Reporting

NYS Retirement reporting is done monthly after the last Sunday of each month. The file and related payments are handled electronically.

Quarterly Returns

The Payroll Clerk prepares the quarterly Federal form 941 and New York State form NYS-45 payroll tax returns and reconciles all quarterly returns to the year-end totals.

Time Off

It is the Authority's policy that employees accrue one sick day per month. Vacation time is posted to the employee's vacation bank the 1st of the month of the employee's anniversary. Executive staff accrues vacation monthly. Each full-time employee is also credited with five days personal leave each year. The Payroll Clerk enters time used weekly during the payroll process.

FINANCE AND ADMINISTRATION

The Director of Finance & Business Services, or designee, is responsible for managing all financial transactions. The Finance department utilizes internally designed software for recording all revenue, expenses, fixed assets and financial reporting. The IT department maintains the security of the electronic files and programs (Systems) and implements any modifications as required. The IT department performs a full back up of the system monthly and performs a differential backup five times a week. A differential backup is a copy of only those files that have changed since the previous differential backup. The backups are stored offsite at a secure environmentally-controlled site, weekly. This process includes preserving electronic records, ensuring data compatibility when systems change, and creating an appropriate records retention policy.

Revenue and Receivables

Revenue

The Authority has two main revenue classifications, water and water related revenue. The Authority has the following procedures in place to ensure the accurate and timely processing of revenue.

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Water Revenue Procedures

Customer Services is responsible for billing water related revenue for residential, commercial and wholesale services.

Residential and Small Commercial Services - Residential services are billed quarterly. MCWA customers are responsible for submitting a meter read to the Authority, using the company-provided meter card, entering the read into the Authority's web page, or by calling in the read to Customer Services or the Authority's 24-hour meter read call-in system. In addition, an increasing number of new meters are read electronically by the ~~Water~~ Authority's Meter Services. If no read is received by billing time, the read is estimated.

Commercial Services - Non-residential / large commercial services are billed monthly. The ~~Water~~ Authority's Meter Services department reads these meters monthly.

Wholesale Services - The ~~Water~~ Authority's Meter Services reads these meters monthly. The meter reads are given to the Manager of Customer Services to calculate the bill. Finance department accounting staff enter the information into the water district billing system which generates the bills and related general ledger entries.

Grants, Subsidies & Contributions

The Authority's Finance Department ensures that grants, subsidies, and contributions received are properly recorded; accountings required as a condition of any grant are completed; and restrictions on the use of such funds, such as contributions given for a restricted purpose (e.g., donated land with use restrictions), are obeyed.

Temporary Hydrant Meter Sets

~~Customer Services~~ Meter Services collects a deposit from the customer and processes all permits and paperwork prior to issuing a work order for the meter and reduced pressure zone backflow preventer (RPZ) set. The ~~Water~~ Authority's Meter Services sets the meter and RPZ on the requested hydrant. After the meter and RPZ are removed per the customer's request, ~~Customer Services~~ Meter Services calculates all charges and submits the paperwork to the Finance department accounting staff. The customer is charged for water consumption, daily base charge, damages to any equipment, and for each time the

meter and RPZ were moved to a different hydrant. Any charges that exceed the deposit amount are billed to the customer via a manual bill. Any remaining credit amount is refunded to the customer.

Customer Refunds

Customer refunds are mostly due to transfer of services. It is the Authority's policy to issue refunds for amounts over \$10.00. Balances that are less than \$10.00 are written off. Accounts with a credit balance less than \$10.00 are issued a refund check at the customer's request.

Water Related Billing Procedures

The Authority will generate manual bills for water related service work such as service installations and repairs, as well as claims. For most of these services, the Engineering department receives a request for work to be done from the customer. Engineering then determines the fee to be charged based on the estimated time and material required. The Engineering department notifies the customer of the amount due, and the work does not begin until payment is received. A work-in process (WIP) job order (JO) number is created in the general ledger which collects the costs associated with the job. When the project is completed, Accounting reconciles the costs in the JO to the fee received, charging any difference (over or under) to income.

~~The~~ Accounting also generates manual bills for emergency repair work and claims utilizing JOs. Costs are collected in the JO as the work is performed. When Accounting is notified that the job is complete, a bill is prepared and sent to the customer.

Customer Receivables

All bills are due and payable when rendered. It is the policy of the Authority to process all payments timely and accurately. Customers may mail their payments to the Authority's lockbox bank or directly to the Authority. They may also pay in person at the Authority using the designated drop box, or pay electronically utilizing PC banking, through the MCWA website, utilizing E-Z Pay online or phone, or direct debit.

Daily Deposit Procedures

All payments received at the Authority are processed in the Water Revenue Accounts Receivable area. Once all payments are processed, the bank deposit is prepared. The checks and cash are recorded on the bank deposit slip and placed in a zippered bank bag to be delivered by the Authority's messenger to the bank.

Collections

Collections are handled by Customer Service. It is the policy of the Authority that all bills are due and payable when rendered. In case any water bill or charges provided are not paid within twenty (20) days following the rendering of the bill, the account will be deemed delinquent and,

if not paid within sixty (60) days after such bill has become delinquent, the Authority or its agents shall shut off the water service to the customer. Service will not be reestablished until such unpaid charges, together with the charge for restoration of service, are paid in full.

Collections Process

The Authority has four types of collection processes: the residential water usage, large commercial, final bills, and claims. It is the Authority's policy to charge a 10% late charge on all accounts past due.

Residential Water Usage

Residential water billing is generated quarterly. Collection Notices are generated as follows:

- 1st Notice 2 weeks after the due date
- 2nd Notice 2 weeks after the 1st notice
- 3rd Notice Disconnect Notice, 2 weeks after the 2nd notice
- Issue door hanger or shut off 10 days after 3rd notice.

Large Commercial

Large commercial account billing is processed on a monthly basis. Collection for large commercial accounts is a manual process and handled on an individual basis.

Final Bills

The Authority does not differentiate between owners. If there is a past-due balance on the account at the time of a transfer, the balance remains on the account for the new owner, and a final bill is not issued. If the account is current at the time of the transfer, a final bill is issued. If that final bill is not paid, the amount is transferred to the previous owner's new account or any other account owned by the same customer. If the previous owner has moved outside of MCWA service area, a final notice is manually issued and if not paid within 14 days, the balance is reported to an outside collection agency.

Bankruptcy Notices

In the event a customer files bankruptcy, the Authority receives a notice and obtains a meter read, and Customer Services writes the balance off to bad debt. If the customer files for chapter 13 or chapter 11, the Authority submits a claim to the Bankruptcy Trustee for payment. If the bankruptcy is "dismissed", the ~~Water~~ Authority issues a letter to the debtor and transfers the debt back to the account for collection.

Water Service Shut Off

The Authority has the right to shut off service due to non-payment and for non-compliance.

Purchasing, Payables and Cash Disbursements

The Authority segregates the responsibility for purchasing and accounts payable into two areas, Purchasing and Accounts Payable. Purchasing is responsible for establishing and administering centralized purchasing services. Accounts Payable is responsible for processing invoices and issuing checks.

Purchasing

Refer to Purchasing/Procurement Guidelines.

Payables and Cash Disbursements

Vendor Master File

The Authority maintains a Vendor File for all vendors paid through Accounts Payable. The Authority will require a W9 to be on file for any new company receiving payment. Once the W9 is received, Accounts Payable will enter the company as a new vendor in the accounting system.

Invoice Processing

It is the Authority's policy to process all invoices timely and accurately. Invoices are matched to a receiving document and purchase order, or otherwise approved by management. The approved invoice is manually entered into the accounts payable system. Approved invoices are paid based on agreed upon terms, usually net 30 days. Discounts are taken where allowable.

Contractor Construction Projects

It is the Authority's policy to retain a certain percentage, usually 5%, of all contractor construction project expenses until the project is completed in full, or partially released at substantial completion.

Check Processing & ACH Payments

Payments to vendors are processed weekly by either issuing a check or initiating an ACH payment. For check payments, the Accounts Payable Clerk generates a Voucher report. Checks are printed by the IT department. The Accounts Payable Clerk prepares the checks for signing by another member of the Finance Accounting department accounting staff using the check signing machine. Checks are mailed at the end of the week. For ACH payments, the Accounts Payable Clerk sends the NACHA file to the bank electronically.

Processed payments backup is reviewed by the Director of Finance & Business Services, or designee. The original Vendor Payment Detail report is submitted to the Director of Finance & Business Services, or designee, for approval.

Credit Card Processing

The Authority has issued credit cards to various management/executive employees as outlined in the Purchasing and Procurement Guidelines ("Guidelines"). All purchases made through

these credit cards are subject to the procurement thresholds outlined in the Guidelines as well as any terms and conditions outlined in the Travel and Reimbursement Policy (“Policy”). On a monthly basis the credit card bill is reconciled with the purchases made to ensure amounts are accurate and that all parties adhered to the Guidelines and the Policy. The Director of Finance & Business Services is responsible for making sure all transactions adhere to the Guidelines and Policy and shall have any purchases made specifically on behalf of the Director of Finance & Business Services approved by the Executive Director. The Executive Director shall have any purchases made specifically on behalf of the Executive Director reviewed and approved by the Director of Finance & Business Services and the Personnel Director.

Manual Checks

It is the Authority’s policy to only print manual checks when absolutely necessary. A manual check must be approved by the Director of Finance & Business Services, or designee. The Accounts Payable Clerk or Payroll System Specialist types the check and forwards it with backup to the Director of Finance & Business Services for signing, or if necessary, has another Accounting department employee sign it using the check signing machine.

1099’s

The Accounts Payable Clerk prepares all necessary IRS forms 1099 after the close of the year.

Budgeting

The Director of Finance & Business Services, or designee, is responsible for preparing the annual budget, with input and assistance from Department Heads and Executive Director.

Operating Expense Budget

The Director of Finance & Business Services, or designee, prepares a draft department expense budget for Department Heads via the Department Expense Budget application. The draft is sent to the Department Heads for review and changes. Changes are submitted back to the Director of Finance & Business Services or designee. A high-level four-year budget plan must be submitted each year through the NYS Authority Budget Office’s on-line “PARIS” information system as required under the 2009 Public Authorities Reform Act.

Labor Budget

Salaries

Department Heads submit the changes to the Director of Personnel, or designee, for review. The Personnel department submits changes to the Director of Finance & Business Services, or designee.

Benefits

The Director of Finance & Business Services, or designee, calculates fringe benefit rates based on anticipated amounts to be spent on personal insurance, NYS Retirement System, General Insurance, paid absence and other benefits.

Capital Budget

Department Heads submit capital project request forms to the Director of Finance & Business Services, or designee. The capital budget is detailed by project and includes the current year budget and five to seven years of projections.

Budget Approval

The Director of Finance & Business Services, or designee, compiles all of the budget information. The Director of Finance & Business Services, and/or designee, Department Heads and the Executive Director meet to review and discuss the completed budget. The budget package is submitted to the Board Members for approval.

Accounting

Accounting System

The Authority utilizes an internally developed General Ledger System maintained by the IT department. This system processes all General Ledger and Accounts Payable transactions.

Journal Entries

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All journal entries entered into the General Ledger System need dual authorization. The following have authorization to approve journal entries up to the designated amounts.

<u>(Senior) Cash Management Analyst</u>	<u>\$ 100,000</u>
<u>Assistant Director of Finance</u>	<u>2,000,000</u>
<u>Director of Finance & Business Services</u>	<u>Unlimited</u>
<u>Deputy Executive Director</u>	<u>Unlimited</u>
<u>Executive Director</u>	<u>Unlimited</u>

Treasury Policy (Cash Management and Investments)

Investment Policy

The Authority has adopted a formal Annual Statement of Investment Policy which is reviewed annually.

Procedures and Internal Controls

The following procedures and internal controls are designed to prevent losses of public funds arising from fraud, employee error, misrepresentation of third parties, unanticipated changes in financial markets or imprudent action by employees and officers of the Authority.

The Director of Finance & Business Services and designated Finance/~~Accounting~~ department personnel for the Authority are duly authorized to invest Authority monies pursuant to the New York Public Authorities Law and are trustees of Authority funds. The Authority has a matrix in place that establishes dollar limits for money management/~~wire~~ transactions.

Employees shall be instructed to report any allegation of fraud or financial improprieties to the Audit Committee or its members.

Qualified Banks and Securities Dealers

The Authority conducts business only with banks, agents and registered investment securities brokers and dealers. Each Broker/Dealer and Financial Institution must complete a Request For Information document each year as required under the Authority's investment guidelines.

Risk Tolerance

Controlling and managing risk is the foremost portfolio management objective. The Authority strives to maintain an efficient portfolio by providing for the lowest level of risk for a given level of return.

The Authority shall maintain records with respect to long term liabilities (i.e., leases and employee benefit plans).

Reporting

The Director of Finance & Business Services submits quarterly and annual investment reports to the Board Members and the Executive Director.

Bank Reconciliation

It is the policy of the Authority to complete an account reconciliation of all bank and investment accounts on a monthly basis. The reconciliations are reviewed by the Director of Finance & Business Services or designee.

Property, Plant and Equipment and Other Capital Assets

Property and equipment is defined as fixed assets purchased for use in the business with an estimated useful life in excess of one year. Property and equipment is stated at cost less accumulated depreciation. The Authority's policy is to capitalize all property and equipment purchased with a value in excess of \$5,000.

New Purchases

The Project Manager submits a completed authorization form for a requested project to their Department Head, the Director of Finance & Business Services, and the Executive Director for approval.

Disposal/ Retirements

The Finance Department Fixed Asset staff records all retirements. The Fixed Asset staff prepares a journal entry to adjust the general ledger original cost and accumulated depreciation accounts.

Depreciation and Amortization

It is the Authority's policy to record all capital assets using the straight line depreciation method. It is the Authority's policy to record an estimated depreciation expense monthly and reconcile depreciation general ledger accounts to the actual depreciation at the end of each year.

It is the Authority's policy to record monthly amortization on Capital Leases based on an estimate and to reconcile the general ledger amortization accounts at year-end.

Control of Property and Equipment

It is the Authority's policy to tag assets when practical, inventory all physical assets every five years, and dispose of any property in accordance with the Authority's Disposal Guidelines.

Financial Reporting

Month-End / Year-End Processing

Senior accounting staff are responsible for coordinating the month-end and year-end processing.

Financial Statement Processing:

Senior accounting staff are primarily responsible for generating the following Monthly Financial Statements:

- a. General Ledger Balance Sheet
- b. Summary of Department Expenses
- c. Project Management Report
- d. Statement of Revenues
- e. Consolidated Balance Sheet
- f. Detailed Statement of Revenues
- g. Operating Departments Expense Report

The Director of Finance & Business Services or designee review Detailed Statement of Revenues for reasonableness and check key items.

Financial Statement Distribution

The Director of Finance & Business Services submits quarterly and annual financial statements to the Board Members and the Executive Director. Monthly statements are available through the General Ledger System.

Officers, employees, and the public have a right to a copy of the Authority's annual financial report.

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