

POLICY SEPARATOR PAGE



08/12/2022

LOWER MINNESOTA RIVER  
WATERSHED DISTRICT  
112 E 5TH ST STE 102  
CHASKA MN 55318

Policy Number: CPP 0021514 25

Dear Western National Insurance Group Policyholder,

Thank you for renewing your insurance policy with Western National Insurance Group — the carrier of choice for outstanding insurance coverage and service since 1901. We sincerely appreciate your business.

From our roots as a small insurance company serving Midwestern creameries to our current role as an “A+” rated (A.M. Best) company serving businesses and families throughout the Midwestern and Western U.S., we’ve always defined success as a measure of the relationships we’ve built over time. Of course, the most important part of our relationship with you is our promise to pay covered claims and provide you with the helpful service and timely payment you need to make your business whole again.

Enclosed is the renewal information for your insurance policy. If you have any questions about these documents or feel that a document has not been included, please contact your Independent Insurance Agent for information or assistance.

We look forward to continuing to serve your insurance needs, and we encourage you to visit our website ([www.wnins.com](http://www.wnins.com)) for helpful policy tools, including online bill payment, access to free safety videos, and more loss control resources at [www.wnins.com/resources](http://www.wnins.com/resources). You can also download the Western National mobile app (available in the Apple and Google Play app stores) to pay your bill, access your policy information, or report a claim while you’re ‘on the go.’

With thanks and best wishes from all of us here at Western National Insurance Group,

Rick Long, AIC, CPCU, ARe  
President and Chief Executive Officer

# ADVISORY NOTICE TO POLICYHOLDERS

## CYBER INCIDENT EXCLUSION ENDORSEMENT

This is a summary of a change to your policy. No coverage is provided by this summary nor can it be construed to replace any provisions of your policy or endorsements. You should read your policy and review your Declaration page for complete information on the coverages you are provided. If there is any conflict between the policy and this summary, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

The following new endorsement will be attached to your Commercial Property policy:

### **CP 10 75 – Cyber Incident Exclusion**

This endorsement generally excludes direct physical loss of or damage to Covered Property resulting from a cyber incident; however, if a cyber incident as described in this exclusion results in fire or explosion, we will pay for the loss or damage to Covered Property caused by that fire or explosion subject to the applicable limits of insurance.

This exclusion does not apply to the extent that coverage is provided in the:

- Additional Coverage – Electronic Data; or
- Additional Coverage – Interruption Of Computer Operations.

This exclusion also does not apply to the Electronic Commerce (E-Commerce) endorsement if such endorsement is attached to your policy.

### **CP 04 40 – Spoilage Coverage**

If this endorsement is attached to your policy, Paragraph F. of this endorsement expressly states that the Cyber Incident Exclusion applies to such coverage.

## COMMERCIAL POLICY SUMMARY PAGE

LOWER MINNESOTA RIVER  
WATERSHED DISTRICT  
112 E 5TH ST STE 102  
CHASKA MN 55318

THE HORTON GROUP INC  
10320 ORLAND PKWY  
ORLAND PARK, IL 60467-5658 00193  
952-835-4848

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Group # 0000008363

Effective Date: SEPTEMBER 8, 2022  
Expiration Date: SEPTEMBER 8, 2023  
12:01 A.M. standard time at the Named  
Insured's mailing address.

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### COVERAGE

Your coverage consists of the following lines of insurance for which a premium is indicated.  
This premium may be subject to adjustment.

Commercial Property	\$ 479.00
Commercial General Liability	\$ 7,773.00
Commercial Umbrella	\$ 1,207.00
Total Estimated Annual Premium	<hr/> \$ 9,459.00

These Declarations together with the common policy conditions, coverage part declarations, coverage part form(s), and form(s) and endorsements, if any, issued, complete the above numbered policy.

Countersigned:

By \_\_\_\_\_  
Authorized Representatives

Group #: 0000008363  
Insured: LOWER MINNESOTA RIVER  
WATERSHED DISTRICT  
Address: 112 E 5TH ST STE 102  
CHASKA MN 55318

Date: 08/12/2022

Effective Date: SEPTEMBER 8, 2022

### ENCLOSURE – REJECTION OF CERTIFIED TERRORISM INSURANCE

**I hereby reject the offer of terrorism coverage. I understand that an EXCLUSION of certain terrorism losses will be made a part of this policy.**

Policyholder Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

**PROPERTY COVERAGE ONLY:** In this state, a terrorism exclusion makes an exception for (and thereby provides coverage for) fire losses resulting from an act of terrorism. Therefore, if you reject the offer of terrorism coverage, that rejection does not apply to fire losses resulting from an act of terrorism – coverage for such fire losses will continue to be provided in your policy. There will be an additional premium just for such fire coverage. *(Not applicable in Alaska, Idaho, Minnesota, Montana, Nevada, North Dakota, South Dakota and Utah)*

**ALASKA AUTO ONLY:** In this state, the terrorism exclusion applies above the minimum limits required for Liability, Uninsured and/or Underinsured Motorists Coverage by the state's Financial Responsibility Statutes. Therefore, if you reject the offer of terrorism coverage, that rejection does not apply to losses resulting from an act of terrorism, for limits up to the minimum state compulsory limits of insurance for Liability, Uninsured and/or Underinsured Motorists Coverage. The additional premium just for such coverage up to the Financial Responsibility Statutes is stated in the DISCLOSURE OF PREMIUM.

**OREGON AUTO ONLY:** In this state, the terrorism exclusion applies above the minimum limits required for Liability, Uninsured and/or Underinsured Motorists Coverage and Personal Injury Protection Coverage by the state's Financial Responsibility Statutes. Therefore, if you reject the offer of terrorism coverage, that rejection does not apply to losses resulting from an act of terrorism, for limits up to the minimum state compulsory limits of insurance for Liability, Uninsured and/or Underinsured Motorists, and Personal Injury Protection Coverage. The additional premium just for such coverage up to the Financial Responsibility Statutes is stated in the DISCLOSURE OF PREMIUM.

**IF YOU CHOOSE TO REJECT THIS OFFER OF TERRORISM COVERAGE, PLEASE SIGN THIS REJECTION STATEMENT AND RETURN IT TO YOUR AGENT AS SOON AS POSSIBLE. IF YOUR SIGNED REJECTION IS NOT RECEIVED BY US WITHIN 30 DAYS OF THE EFFECTIVE DATE OF YOUR POLICY, OR WITHIN 30 DAYS OF THE DATE OF THIS NOTICE, WHICHEVER IS LATER, THE CHARGE FOR TERRORISM WILL NOT BE REMOVED.**

Group #: 0000008363  
Insured: LOWER MINNESOTA RIVER  
WATERSHED DISTRICT  
Address: 112 E 5TH ST STE 102  
CHASKA MN 55318

Date: 08/12/2022

Effective Date: SEPTEMBER 8, 2022

## POLICYHOLDER DISCLOSURE

### NOTICE – OFFER OF TERRORISM INSURANCE COVERAGE AND DISCLOSURE OF PREMIUM

Under the Terrorism Risk Insurance Act, as amended in 2019, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term “act of terrorism” means any act or acts that are certified by the Secretary of the Treasury – in consultation with the Secretary of Homeland Security, and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

**Your decision is needed on this question: do you choose to continue to pay the premium for terrorism coverage stated in this offer of coverage, or do you choose to reject the offer of coverage and not pay the premium? Please consult your agent if you have questions regarding your options.**

### REJECTION OF TERRORISM INSURANCE COVERAGE

Your insurance policy has been issued/quoted with Certified Terrorist Acts coverage, and a premium has been included for the applicable lines of insurance. Unless you reject this coverage, you must pay the additional terrorism premium as stated in the DISCLOSURE OF PREMIUM. You may choose to reject the offer of terrorism coverage by signing the enclosed REJECTION STATEMENT; then your policy will be written to exclude the described coverage.

### DISCLOSURE OF PREMIUM

If you continue to accept this offer, the premium for terrorism coverage is \$ 73.00

If you reject this offer, a portion of the above premium will be charged due to state law requiring coverage if a “certified act of terrorism” results in a direct loss by fire to covered property. *(Not applicable in Alaska, Idaho, Minnesota, Montana, Nevada, North Dakota, South Dakota and Utah).* This premium is \$\_\_\_\_\_.

**Alaska only:** If you have auto insurance, terrorism coverage up to the minimum limits required for Liability, Uninsured and/or Underinsured Motorists, by the state’s Financial Responsibility Statutes applies. The premium for this coverage is **\$0.00**.

**Oregon only:** If you have auto insurance, terrorism coverage up to the minimum limits required for Liability, Uninsured and/or Underinsured Motorists and Personal Injury Protection Coverage, by the state’s Financial Responsibility Statutes applies. The premium for this coverage is **\$0.00**.

**DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES:** You should know that where coverage is provided by this policy for losses resulting from certified acts of terrorism, such losses may be partially reimbursed by the United States Government under a formula established by federal law. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government reimburses 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is shown above and does not include any charges for the portion of the loss that may be covered by the federal government under the Act.

**CAP ON LOSSES:** You should also know that the Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers’ liability for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

## COMMERCIAL PROPERTY DECLARATION

Group # 0000008363  
Policy # CPP 0021514 25

Policy Period: From SEPTEMBER 8, 2022 To SEPTEMBER 8, 2023  
12:01 A.M. standard time at the Named Insured's mailing address.

Transaction RENEWAL DECLARATION

### Insured Name and Address

LOWER MINNESOTA RIVER  
WATERSHED DISTRICT  
112 E 5TH ST STE 102  
CHASKA MN 55318

### Agent

THE HORTON GROUP INC 00193  
10320 ORLAND PKWY  
ORLAND PARK, IL 60467-5658

Telephone: 952-835-4848

### Business Description

WATERSHED DISTRICT

### Type of Business

NOT-FOR-PROFIT

### Audit Period

ANNUAL

### Billing Type

DIRECT

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

### DESCRIPTION OF PREMISES

Refer to attached schedule.

### COVERAGES PROVIDED

Refer to attached schedule, if any.

### OPTIONAL COVERAGES

Refer to attached schedule, if any.

### MORTGAGEES AND ADDITIONAL INTERESTS

Refer to attached schedule, if any.

MN FIRE SAFETY SURCHARGE	\$	2.00
PREMIUM FOR THIS COVERAGE PART	\$	479.00

### DISCLOSURE OF PREMIUM:

The portion of your annual premium attributable to coverage for certified acts of terrorism is \$ 1.00

### Forms and Endorsements Applicable to this Policy

See Forms and Endorsements Schedule

**Western National Mutual Insurance Company**  
4700 West 77th Street  
Edina, MN 55435  
www.wnins.com

**Policy Number:** CPP 0021514 25  
RENEWAL DECLARATION  
**Named Insured:**  
LOWER MINNESOTA RIVER

**COMMERCIAL PROPERTY  
DESCRIPTION OF PREMISES**

Prem. No.	Bldg. No.	Occupancy	Construction	Prot. Class	Terr
001	001	OFFICE	Frame	04	100

Western National Mutual Insurance Company  
4700 West 77th Street  
Edina, MN 55435  
www.wnins.com

Policy Number: CPP 0021514 25  
RENEWAL DECLARATION  
Named Insured:  
LOWER MINNESOTA RIVER

COMMERCIAL PROPERTY  
DESCRIPTION OF COVERAGES PROVIDED

Insurance At The Described Premises Applies Only For Coverages For Which A Limit Of Insurance Is Shown

PREM. NO.	BLDG. NO.	COVERAGE	LIMIT OF INSURANCE	BLANKET COVERAGE	COVERED CAUSES OF LOSS	COINSURANCE <sup>†</sup>	DED.
000	000	Property Enhancement					
001	001	Personal Property of Insured	\$25,000		SPECIAL	80	\$500

<sup>†</sup> IF EXTRA EXPENSE COVERAGE, LIMIT ON LOSS PAYMENT

**Western National Mutual Insurance Company**  
4700 West 77th Street  
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www.wnins.com

**Policy Number:** CPP 0021514 25  
RENEWAL DECLARATION  
**Named Insured:**  
LOWER MINNESOTA RIVER

**COMMERCIAL PROPERTY**  
**DESCRIPTION OF OPTIONAL COVERAGES PROVIDED**  
(Applicable Only When Entries Are Made In The Section Below)

Prem. No.	Bldg. No.	Coverage	Effective Date	Expiration Date	Agreed Value	Replacement Cost† Pers Incl Bldg Prop "Stock"	Inflation Grd Bldg Pers Prop	Monthly* Limit of Indemnity	Maximum* Period of Indemnity	Extended* Period of Indemnity
001	001	Personal Property of Insured				ACV ACV				

\* Applies to Business Income only  
† RC = Replacement Cost  
FRC = Functional Replacement Cost  
ACV = Actual Cash Value

**PREMIUM FOR THIS COVERAGE FORM**      \$                      28                      \* Included in property premium

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**COMMERCIAL PROPERTY  
EQUIPMENT BREAKDOWN COVERAGE SCHEDULE**

Equipment Breakdown is subject to the Limit of Insurance shown in the Commercial Property Coverage Part Declarations except as specifically shown below.

These coverages apply to all locations covered on the policy, unless otherwise specified.

**COVERAGES**

**Equipment Breakdown**  
**Business Income**  
**Extra Expense**  
**Data Restoration**  
**Expediting Expenses**  
**"Fungus", Wet Rot, Dry Rot and Bacteria**  
**Hazardous Substances**  
**Off Premises Equipment Breakdown**  
**Public Relations**  
**Service Interruption**  
**Spoilage**

**LIMITS**

FOLLOWS PROPERTY POLICY LIMIT  
FOLLOWS PROPERTY IF COVERED  
FOLLOWS PROPERTY IF COVERED  
FOLLOWS EQ BRKDOWN COV ENDORSEMENT  
FOLLOWS EQ BRKDOWN COV ENDORSEMENT  
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**DEDUCTIBLES**

DIRECT COVERAGES    \$500

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**OTHER CONDITIONS**

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**COMMERCIAL GENERAL LIABILITY  
COVERAGE PART**

Group # 0000008363  
Policy # CPP 0021514 25

Policy Period: From SEPTEMBER 8, 2022 To SEPTEMBER 8, 2023  
12:01 A.M. standard time at the Named Insured's mailing address.

Transaction RENEWAL DECLARATION

**Insured Name and Address**

LOWER MINNESOTA RIVER  
WATERSHED DISTRICT  
112 E 5TH ST STE 102  
CHASKA MN 55318

**Agent**

THE HORTON GROUP INC  
10320 ORLAND PKWY  
ORLAND PARK, IL 60467-5658

00193

Telephone: 952-835-4848

**Business Description**

WATERSHED DISTRICT

**Type of Business**

NOT-FOR-PROFIT

**Audit Period**

ANNUAL

**Billing Type**

DIRECT

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE  
AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

**LIMITS OF INSURANCE**

General Aggregate Limit (Other than Products-Completed Operations)	\$	3,000,000
Products - Completed Operations Aggregate Limit	\$	3,000,000
Each Occurrence Limit	\$	1,500,000
Personal and Advertising Injury Limit, any one person or organization	\$	1,500,000
Medical Expense Limit, any one person	\$	5,000
Damage to Premises Rented to you, any one premises	\$	100,000

**LOCATIONS OF ALL PREMISES YOU OWN, RENT OR OCCUPY**

Refer to attached schedule.

**CLASSIFICATIONS**

Refer to attached schedule.

**PREMIUM FOR THIS COVERAGE PART** \$ 7,773.00

**DISCLOSURE OF PREMIUM:**

The portion of your annual premium attributable to coverage for certified acts of terrorism is \$ 65.00

**Forms and Endorsements Applicable to this Policy**

See Forms and Endorsements Schedule

**Western National Mutual Insurance Company**  
 4700 West 77th Street  
 Edina, MN 55435  
 www.wnins.com

**Policy Number:** CPP 0021514 25  
 RENEWAL DECLARATION  
**Named Insured:**  
 LOWER MINNESOTA RIVER

## COMMERCIAL GENERAL LIABILITY EXTENSION OF DECLARATIONS

### LOCATION OF PREMISES

#### Location of All Premises You Own, Rent or Occupy:

001 112 E 5TH ST CHASKA MN 55318	003 AUDITORS SUBD 3 LOT 1 SAVAGE MN 55378
004 AUDITORS SUBD 1 LOT 6 SAVAGE MN 55378	

### PREMIUM

Location	Classification Code No.	Exposure	Premium Base*	Prem.Ops.	Rate Prod/Comp Ops.	Advance Premium Prem/Ops.	Premium Prod/Comp Ops.
001	40115	1	T	526.280	INCL	\$526	INCL
BOATS-MOTOR OR SAIL-NOT FOR RENT							
"Products - completed operations are subject to the General Aggregate Limit"							
001	41700	1	T	866.304	INCL	\$866	INCL
DAM, LEVEE OR DIKE-EXISTENCE HAZARD ONLY							
"Products - completed operations are subject to the General Aggregate Limit"							
001	44100	\$400,000	O	12.035	INCL	\$4,814	INCL
GOVERNMENTAL SUBDIVISION - MUNICIPALITIES UNDER 2,500							
"Products - completed operations are subject to the General Aggregate Limit"							
001	45524	1	T	433.152	INCL	\$433	INCL
LAKES OR RESERVIORS-EXISTENCE HAZARD ONLY-NOT-FOR-PROFIT							

"Products - completed operations are subject to the General Aggregate Limit"

* - A = Area * - C = Total Cost * - E = Each * - M = Admissions * - O = Total Operating Expenses * - P = Payroll * - S = Gross Sales * - T = See Classification Notes * - U = Units	<b>Extension of Declarations --Total Advance Annual Premium</b>	<b>\$7,505</b>
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## COMMERCIAL GENERAL LIABILITY EXTENSION OF DECLARATIONS

### LOCATION OF PREMISES

Location of All Premises You Own, Rent or Occupy:

### PREMIUM

Location	Classification Code	No.	Exposure	Premium Base*	Rate Prem.Ops.	Prod/Comp Ops.	Advance Premium Prem/Ops.	Premium Prod/Comp Ops.
003	45524	1	T	433.152	INCL	\$433	INCL	
LAKES OR RESERVIORS-EXISTENCE HAZARD ONLY-NOT-FOR-PROFIT								

"Products - completed operations are subject to the General Aggregate Limit"

004	45524	1	T	433.152	INCL	\$433	INCL	
LAKES OR RESERVIORS-EXISTENCE HAZARD ONLY-NOT-FOR-PROFIT								

"Products - completed operations are subject to the General Aggregate Limit"

\* - A = Area  
\* - C = Total Cost  
\* - E = Each  
\* - M = Admissions  
\* - O = Total Operating Expenses  
\* - P = Payroll  
\* - S = Gross Sales  
\* - T = See Classification Notes  
\* - U = Units

Extension of Declarations --Total Advance Annual Premium \$7,505

PREMIUM FOR THIS EPL COVERAGE FORM \$95.00

\*Included in General Liability premium

**COMMERCIAL GENERAL LIABILITY**  
**EMPLOYMENT PRACTICES LIABILITY COVERAGE ENDORSEMENT**  
**SUPPLEMENTAL DECLARATIONS**

**NOTICE**

- EXCEPT TO SUCH EXTENT AS MAY OTHERWISE BE PROVIDED HEREIN, THIS EPL COVERAGE IS LIMITED FOR ONLY THOSE CLAIMS OR SUITS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE EPL COVERAGE PERIOD AND REPORTED IN WRITING TO THE INSURER PURSUANT TO THE TERMS HEREIN. VARIOUS PROVISIONS IN THIS COVERAGE ENDORSEMENT RESTRICT COVERAGE. PLEASE READ THE ENTIRE COVERAGE ENDORSEMENT CAREFULLY TO DETERMINE RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED.
- THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS UNDER THIS COVERAGE ENDORSEMENT SHALL BE REDUCED BY AMOUNTS INCURRED FOR DEFENSE COSTS. AMOUNTS INCURRED FOR DEFENSE COSTS SHALL BE APPLIED AGAINST THE DEDUCTIBLE AMOUNT.

<b>EPL Coverage Period:</b>	From: 09/08/2022 To: 09/08/2023	At 12:01 A.M. Standard Time at your mailing address shown on the Declarations page of this policy.
<b>EPL Aggregate Limit of Liability:</b>	\$ 100,000	Aggregate for all "loss" combined, including "defense costs".
<b>EPL Deductible Amount:</b>	\$ 5,000	For "loss" arising from claims or suits alleging the same "wrongful employment act" or "related wrongful employment acts".
<b>EPL Retroactive Date:</b>		If no date is shown, "we" will consider the EPL Retroactive Date to be the date of organization of the "named insured". The EPL Retroactive Date will remain the same through all subsequent renewals. No change will be made to the EPL Retroactive Date unless at the sole request of the insured.
<b>Third Party Violations (optional):</b>	<input type="checkbox"/>	If coverage for Third Party Violations has been paid for, the box to the left will be checked and coverage is in force. If the box is not checked, there is no coverage available for Third Party Violations.

This insurance does not apply to "loss" arising out of a "wrongful employment act" that arises out of incidents or circumstances of which "you" had knowledge prior to the effective date of this EPL Coverage Endorsement or the first EPL Coverage Endorsement issued by "us" of which this EPL Coverage is an uninterrupted renewal.

Forms and Endorsements Applicable to this Policy

See Forms and Endorsements Schedule

**PREMIUM FOR THIS CYBER LIABILITY FORM**      \$ 108.00

\*Included in General Liability premium

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**CYBER LIABILITY  
SUPPLEMENTAL DECLARATIONS**

(Claims-Made and Reported Coverage)

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**DISCLOSURE REGARDING DEFENSE WITHIN LIMITS**

**DEFENSE COSTS PAID UNDER THE CYBER LIABILITY ENDORSEMENT WILL BE INCLUDED WITHIN, AND MAY COMPLETELY EXHAUST, THE LIMITS OF LIABILITY SHOWN BELOW.**

**Named Insured:** LOWER MINNESOTA RIVER

**Cyber Liability Coverage Period:**

From SEPTEMBER 8, 2022 to SEPTEMBER 8, 2023, both days at 12:01 a.m. local standard time at your mailing address shown on the Declarations Page of this policy.

**Retroactive Date:** SEPTEMBER 8, 2016

**Cyber Liability Limits:**

The limits of liability for the coverage provided under the Cyber Liability Endorsement are shown below. Such limits are in addition to, and will not erode, the limits of liability provided elsewhere under this Policy.

Coverage	Limits	
Multimedia Liability Coverage	\$ 50,000	Each "claim"
Security and Privacy Liability Coverage	\$ 50,000	Each "claim"
Privacy Regulatory Defense and Penalties Coverage	\$ 50,000	Each "claim"
Privacy Breach Response Costs, Notification Expenses and Customer Support and Credit Monitoring Expenses Coverage	\$ 50,000	Each "claim"
Network Asset Protection Coverage	\$ 50,000	Each "claim"
Cyber Extortion Coverage	\$ 50,000	Each "claim"
Cyber Terrorism Coverage	\$ 50,000	Each "claim"
BrandGuard™ Coverage	\$ 50,000	Each "claim"
PCI DSS Assessment Coverage	\$ 50,000	Each "claim"
Cyber Crime Coverage Sublimit	\$ 5,000	
Aggregate Limit	\$ 100,000	

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Edina, MN 55435  
www.wnins.com

**Policy Number:** CPP 0021514 25  
RENEWAL DECLARATION  
**Named Insured:**  
LOWER MINNESOTA RIVER

## LOCATION ADDRESS SCHEDULE

**Prem #** 001  
112 E 5TH ST  
CHASKA, MN 55318

**Prem #** 003  
AUDITORS SUBD 3 LOT 1  
SAVAGE, MN 55378

**Prem #** 004  
AUDITORS SUBD 1 LOT 6  
SAVAGE, MN 55378

**Western National Mutual Insurance Company**  
4700 West 77th Street  
Edina, MN 55435  
www.wnins.com

**Policy Number:** CPP 0021514 25  
RENEWAL DECLARATION  
**Named Insured:**  
LOWER MINNESOTA RIVER

**SUB-LOCATION ADDRESS SCHEDULE**

Prem # 001      Bldg # 001  
OFFICE

**Western National Mutual Insurance Company**  
4700 West 77th Street  
Edina, MN 55435  
www.wnins.com

**Policy Number:** CPP 0021514 25  
RENEWAL DECLARATION  
**Named Insured:**  
LOWER MINNESOTA RIVER

## POLICY INTEREST SCHEDULE

Unit/Loc 0001  
CG2018 - ADDITIONAL INSURED  
DANIEL HRON  
28029 GARRETT AVENUE NORTH  
FARMINGTON MN 55024

## FORMS AND ENDORSEMENTS SCHEDULE

Coverage Line	Form Number	Ed. Date	Description
Commercial Fire	IL0017	(11/98)	Common Policy Conditions
Commercial Fire	IL0935	(07/02)	Excl of Certain Computer Relat
Commercial Fire	IL0952	(01/15)	Cap on Losses from CAT
Commercial Fire	IL0995	(01/07)	Conditional Excl of Terrorism
Commercial Fire	WNIL04	(06/09)	MN Changes Cancel & Nonrenew
Commercial Fire	WNIL09	(06/16)	Automatic Termination Provisio
Commercial Fire	CP0010	(10/12)	Bldg and Pers Prop Cvg Form
Commercial Fire	CP0090	(07/88)	Commercial Property Conditions
Commercial Fire	CP0108	(05/20)	MN Changes
Commercial Fire	CP0140	(07/06)	Excl Loss due to Virus or Bact
Commercial Fire	CP0157	(09/18)	MN Changes-Coinsurance
Commercial Fire	CP1030	(10/12)	Cause of Loss - Special Form
Commercial Fire	CP1075	(12/20)	Cyber Incident Exclusion
Commercial Fire	WNCP01	(08/19)	Property Enhancement Endt
Commercial Fire	WNCP08	(10/16)	Equipment Breakdown Coverage
Commercial Fire	WNCP10	(10/16)	Equipment Breakdown Schedule
General Liability	IL0017	(11/98)	Common Policy Conditions
General Liability	IL0021	(09/08)	Nuclear Energy Liab Excl Endr
General Liability	WNIL02	(07/07)	Endorsement
General Liability	WNIL04	(06/09)	MN Changes Cancel & Nonrenew
General Liability	WNIL09	(06/16)	Automatic Termination Provisio
General Liability	CG0001	(04/13)	Comm'l Gen Liab Coverage Form
General Liability	CG0122	(12/07)	MN Changes-Contractual Liab
General Liability	CG2018	(04/13)	Addl Insd-Mtg Assign/Receiver
General Liability	CG2106	(05/14)	Excl-Access or Disclosure
General Liability	CG2109	(06/15)	Exclusion-Unmanned Aircraft
General Liability	CG2116	(04/13)	Excl-Designated Prof Service
General Liability	CG2147	(12/07)	Excl-Employ.-Related Practices
General Liability	CG2160	(09/98)	Excl-Yr 2000 Computer Rel & Ot
General Liability	CG2167	(12/04)	Fungi or Bacteria Excl. (CGL)
General Liability	CG2171	(01/15)	Excl Oth Acts Terr Outside US
General Liability	CG2187	(01/15)	Conditional Excl of Terrorism
General Liability	CG2244	(04/13)	Svcs Furnished by Hlth Care Pr
General Liability	CG2256	(07/98)	Excl-Injury to Vol.Fireman
General Liability	CG2409	(07/98)	Governmental Subdivisions
General Liability	CG2412	(11/85)	Boats
General Liability	CG2426	(04/13)	Amendment of Ins. Contract Def
General Liability	CG2605	(02/07)	MN Changes-CGL Cvg Part
General Liability	CG2681	(12/04)	MN Changes-Duties Condition
General Liability	WNGL02	(07/10)	Punitive Damages Exclusion
General Liability	WNGL10	(01/04)	Excl-Lead Liability Endt
General Liability	WNGL104	(03/16)	Cyber Liability
General Liability	WNGL117	(12/18)	Cyber Crime Coverage Endt
General Liability	WNGL15	(12/16)	Exclusion-Asbestos
General Liability	WNGL21	(07/14)	Abuse or Molestation Excl
General Liability	WNGL74	(11/11)	EPL Coverage Endorsement
General Liability	WNGL76	(11/11)	Minnesota Changes

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CONDITIONAL EXCLUSION OF TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)**

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
EQUIPMENT BREAKDOWN PROTECTION COVERAGE FORM  
FARM COVERAGE PART  
STANDARD PROPERTY POLICY

### **SCHEDULE**

The <b>Exception Covering Certain Fire Losses</b> (Paragraph <b>D.</b> ) applies to property located in the following state(s), if covered under the indicated Coverage Form, Coverage Part or Policy:	
<b>State(s)</b>	<b>Coverage Form, Coverage Part Or Policy</b>
MINNESOTA	Commercial Property Coverage Part
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Applicability Of The Provisions Of This Endorsement**

1. The provisions of this endorsement become applicable commencing on the date when any one or more of the following first occurs. But if your policy (meaning the policy period in which this endorsement applies) begins after such date, then the provisions of this endorsement become applicable on the date your policy begins.

- a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act, has terminated with respect to the type of insurance provided under this Coverage Form, Coverage Part or Policy; or
- b. A renewal, extension or replacement of the Program has become effective without a requirement to make terrorism coverage available to you and with revisions that:

- (1) Increase our statutory percentage deductible under the Program for terrorism losses. (That deductible determines the amount of all certi-

fied terrorism losses we must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses.); or

- (2) Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or
  - (3) Redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this policy.
2. If the provisions of this endorsement become applicable, such provisions:
    - a. Supersede any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism" and/or "other acts of terrorism", but only with respect to loss or damage from an incident(s) of terrorism (however defined) that occurs on or after the date when the provisions of this endorsement become applicable; and

- b. Remain applicable unless we notify you of changes in these provisions, in response to federal law.
- 3. If the provisions of this endorsement do NOT become applicable, any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism" and/or "other acts of terrorism", will continue in effect unless we notify you of changes to that endorsement in response to federal law.

B. The following definition is added and applies under this endorsement wherever the term terrorism is enclosed in quotation marks.

"Terrorism" means activities against persons, organizations or property of any nature:

- 1. That involve the following or preparation for the following:
  - a. Use or threat of force or violence; or
  - b. Commission or threat of a dangerous act; or
  - c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
- 2. When one or both of the following applies:
  - a. The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
  - b. It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

C. The following exclusion is added:

#### **EXCLUSION OF TERRORISM**

We will not pay for loss or damage caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

- 1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
- 2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or

- 3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- 4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
- 5. The total of insured damage to all types of property in the United States, its territories and possessions, Puerto Rico and Canada exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions. Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the threshold is exceeded.

With respect to this Item C.5., the immediately preceding paragraph describes the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form, Coverage Part or Policy.

#### **D. Exception Covering Certain Fire Losses**

The following exception to the Exclusion Of Terrorism applies only if indicated and as indicated in the Schedule of this endorsement.

If "terrorism" results in fire, we will pay for the loss or damage caused by that fire, subject to all applicable policy provisions including the Limit of Insurance on the affected property. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements that apply to those coverage forms, or to the Legal Liability Coverage Form or the Leasehold Interest Coverage Form.

**E. Application Of Other Exclusions**

1. When the Exclusion Of Terrorism applies in accordance with the terms of **C.1.** or **C.2.**, such exclusion applies without regard to the Nuclear Hazard Exclusion in this Coverage Form, Coverage Part or Policy.
2. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss or damage which would otherwise be excluded under this Coverage Form, Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

## ENDORSEMENT

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

---

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY - CPP 0021514-24

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

WHO IS AN INSURED IS AMENDED TO INCLUDE THE FOLLOWING

- THE WATERSHED DISTRICT AND ANY OTHER ENTITY NAMED IN THE DECLARATIONS
- ELECTED OR APPOINTMENT OFFICIALS OF THE DISTRICT
- EMPLOYEES OF HTE DISTRICT
- VOLUNTEER PERSON OR ORGANIZATION WHILE ACTING ON BEHALF OF THE DISTRICT AND SUBJECT TO THE DISTRICTS DIRECTION AND CONTROL
- COMMITTEE MEMBERS OR OTHER AUTHORIZED PERSON OR AGENT OF THE DISTRICT WHILE ACTING ON BEHALF OF THE DISTRICT, AND
- ANY JOINT POWERS ENTITY LIST ED IN THE DECLARATIONS

FORM CG2116 PROFESSIONAL SERVICES IS INTENDED TO INCLUDE BUT IS NOT LIMITED TO

1. DISCRETIONARY ACTIONS TAKEN BY WATERSHED DISTRICT IN PURSUANCE OF THE WATERSHED DISTRICT POLICIES AND PLANS
2. ENGINEERING SERVICE OR DECISION RENDERED OR MADE BY OR ON BEHALF OF THE INSURED WATERSHED DISTRICTS

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **MINNESOTA CHANGES – COINSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

The following is added to the **Coinsurance Additional Condition**:

At your request the Coinsurance Condition is made a part of:

Policy No. CPP 0021514 25

of the Western National Mutual Insurance Company

NAME OF INSURANCE COMPANY

This agreement will remain in effect for the period of this Policy, and all subsequent Policy periods, unless requested by you to remove this condition by mailing or delivering to us advance written notice.

\_\_\_\_\_  
Insured

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CYBER INCIDENT EXCLUSION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL PROPERTY COVERAGE PART STANDARD PROPERTY POLICY**

**A. The following exclusion is added to Paragraph  
B. Exclusions:**

We will not pay for loss or damage caused directly or indirectly by the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

#### **Cyber Incident**

1. Unauthorized access to or use of any computer system (including electronic data).
2. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system (including electronic data) and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system (including electronic data) or otherwise disrupt its normal functioning or operation.
3. Denial of service attack which disrupts, prevents or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation.

**B. Exceptions And Limitations**

**1. Fire Or Explosion**

If a cyber incident as described in Paragraphs **A.1.** through **A.3.** of this exclusion results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

**2. Additional Coverage**

The exclusion in Paragraph **A.** does not apply to the extent that coverage is provided in the:

- a. Additional Coverage – Electronic Data; or
- b. Additional Coverage – Interruption Of Computer Operations.

**3. Electronic Commerce Endorsement**

The exclusion in Paragraph **A.** does not apply to the Electronic Commerce (E-Commerce) endorsement when attached to your policy.

**C. Vandalism**

The following is added to Vandalism, if Vandalism coverage is not otherwise excluded under the Standard Property Policy or the Causes Of Loss – Basic, Broad or Special Forms and if applicable to the premises described in the Declarations:

Vandalism does not include a cyber incident as described in Paragraph **A.**

# COMMERCIAL GENERAL LIABILITY COVERAGE FORM

## QUICK REFERENCE

### READ YOUR POLICY CAREFULLY

The Commercial General Liability Coverage part in your policy consists of Declarations, a Commercial General Liability Coverage Form (CG 00 01), Common Policy Conditions and Endorsements, if applicable. Following is a Quick Reference indexing of the principal provisions contained in each of the components making up the Coverage Part, listed in sequential order.

#### DECLARATIONS

Named Insured And Mailing Address  
Policy Period  
Coverages And Limits Of Insurance  
Forms And Endorsements Applying To The Coverage Part At The Time Of Issue

#### COVERAGE FORM (CG 00 01)

##### SECTION I - COVERAGES

Coverage A - Bodily Injury And Property Damage Liability  
Insuring Agreement  
Exclusions  
Coverage B - Personal And Advertising Injury Liability  
Insuring Agreement  
Exclusions  
Coverage C - Medical Payments  
Insuring Agreement  
Exclusions  
Supplementary Payments - Coverages A and B

##### SECTION II - WHO IS AN INSURED

##### SECTION III - LIMITS OF INSURANCE

##### SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

Bankruptcy  
Duties In The Event Of Occurrence, Offense, Claim Or Suit  
Legal Action Against Us  
Other Insurance  
Premium Audit  
Representations  
Separations Of Insureds  
Transfer Of Rights Of Recovery Against Others To Us  
When We Do Not Renew

##### SECTION V - DEFINITIONS

#### COMMON POLICY CONDITIONS

- A. Cancellation
- B. Changes
- C. Examinations Of Your Books And Records
- D. Inspections And Surveys
- E. Premiums
- F. Transfer Of Your Rights And Duties Under This Policy

#### ENDORSEMENTS (If Any)

**IMPORTANT:** This Quick Reference is **not** part of your Commercial General Liability Policy and does **not** provide coverage. Refer to your Commercial General Liability Policy for actual contractual provisions.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED –  
MORTGAGEE, ASSIGNEE OR RECEIVER**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Person(s) Or Organization(s)	Designation Of Premises
DANIEL HRON 28029 GARRETT AVENUE NORTH FARMINGTON MN 55024	112 E 5TH ST CHASKA MN 55318
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION – DESIGNATED PROFESSIONAL SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Description Of Professional Services
1. POLICY MAKING DECISIONS OF WATERSHED DISTRICT MANAGEMENT
2.
3.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

With respect to any professional services shown in the Schedule, the following exclusion is added to Paragraph 2. Exclusions of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2. Exclusions of **Section I – Coverage B – Personal And Advertising Injury Liability**:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" due to the rendering of or failure to render any professional service.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional service.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**EXCLUSION – SERVICES FURNISHED BY**  
**HEALTH CARE PROVIDERS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Description Of Operations:</b>	
44100	GOVERNMENTAL SUBDIVISION - MUNICIPALITIES UNDER 2,500
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

With respect to any operation shown in the Schedule, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. The rendering of or failure to render:
  - a. Medical, surgical, dental, X-ray or nursing service, treatment, advice or instruction, or the related furnishing of food or beverages;
  - b. Any health or therapeutic service, treatment, advice or instruction; or
  - c. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;

2. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances; or
3. The handling or treatment of dead bodies, including autopsies, organ donation or other procedures.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved that which is described in Paragraph 1., 2. or 3.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BOATS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Description of Watercraft:**

ALL BOATS OWNED BY THE INSURED

**Additional Premium:**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

1. Exclusion g. of COVERAGE A (Section I) does not apply to any watercraft owned or used by or rented to the insured shown in the Schedule.
2. WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization legally responsible for the use of any such watercraft you own, provided the actual use is with your permission.

## COMMERCIAL LIABILITY UMBRELLA DECLARATION

Group # 0000008363  
Policy # UMB 1005056 12

Policy Period: From SEPTEMBER 8, 2022 To SEPTEMBER 8, 2023  
12:01 A.M. standard time at the Named Insured's mailing address.

Transaction RENEWAL DECLARATION

### Insured Name and Address

LOWER MINNESOTA RIVER  
WATERSHED DISTRICT  
112 E 5TH ST STE 102  
CHASKA MN 55318

### Agent

THE HORTON GROUP INC 00193  
10320 ORLAND PKWY  
ORLAND PARK, IL 60467-5658

Telephone: 952-835-4848

### Business Description

WATERSHED DISTRICT

### Type of Business

OTHER

### Audit Period

NONE

### Billing Type

DIRECT

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

### LIMITS OF INSURANCE

#### COVERAGES

##### Aggregate Limit

Liability Coverage - except with respect to covered autos

##### Coverage A

Bodily Injury and Property Damage Liability

##### Coverage B

Personal and Advertising Injury Liability

##### Retained Limit

Self Insured Retention

#### LIMITS OF LIABILITY

\$1,000,000

\$1,000,000 each occurrence

\$1,000,000 any one person or organization subject to the Aggregate Limit of Liability

\$10,000

any one occurrence or offense

### PREMIUM

Annual Premium

\$1,207

### DISCLOSURE OF PREMIUM:

The portion of your annual premium attributable to coverage for certified acts of terrorism is \$ 7.00

### Forms and Endorsements Applicable to this Policy

See Forms and Endorsements Schedule

These Declarations together with the common policy conditions, coverage part declarations, coverage form(s), and form(s) and endorsements, if any, issued, complete the above numbered policy.

Issued Date: 08/12/2022

WN CU 02 07 07

INSURED COPY

Page 1 of 3

**Western National Mutual Insurance Company**  
4700 West 77th Street  
Edina, MN 55435  
www.wnins.com

**Policy Number:** UMB 1005056 12  
RENEWAL DECLARATION  
**Named Insured:**  
LOWER MINNESOTA RIVER

**COMMERCIAL LIABILITY UMBRELLA  
SCHEDULE OF UNDERLYING INSURANCE**

<b>POLICY NUMBER, CARRIER and POLICY PERIOD</b>	<b>TYPE OF POLICY</b>	<b>LIMITS OF INSURANCE</b>
CPP0021514	Commercial General Liability	\$3,000,000 General Aggregate (other than Products- Completed Operations)
WESTERN NATIONAL MUTUAL INS CO		\$3,000,000 Products-Completed Operations Aggregate
		\$1,500,000 Personal and Advertising Injury
09/08/2022 to 09/08/2023		\$1,500,000 Each Occurrence

## FORMS AND ENDORSEMENTS SCHEDULE

Coverage Line	Form Number	Ed. Date	Description
Commercial Umbrella	IL0017	(11/98)	Common Policy Conditions
Commercial Umbrella	WNIL09	(06/16)	Automatic Termination Provisio
Commercial Umbrella	CU0001	(04/13)	Comm Liab Umbrella Cvg Form
Commercial Umbrella	CU2118	(09/00)	Excl-Yr 2000 Computer
Commercial Umbrella	CU2123	(02/02)	Nuclear Energy Liab Excl Endt
Commercial Umbrella	CU2124	(06/15)	Excl-Non-Owned Aircraft
Commercial Umbrella	CU2127	(12/04)	Fungi or Bacteria Exclusion
Commercial Umbrella	CU2131	(01/15)	Excl Oth Acts Terr Outside US
Commercial Umbrella	CU2142	(12/04)	Excl-Exterior Insulation
Commercial Umbrella	CU2144	(01/15)	Conditional Excl of Terrorism
Commercial Umbrella	CU2150	(03/05)	Silica or Silica Related Dust
Commercial Umbrella	CU2152	(12/05)	Total Poll Excl w/Exceptions
Commercial Umbrella	CU2155	(06/08)	Amended Terrorism Coverage
Commercial Umbrella	CU2171	(06/15)	Exclusion-Unmanned Aircraft
Commercial Umbrella	CU2186	(05/14)	Excl-Acc. or Disc of Confident
Commercial Umbrella	CU2430	(04/13)	Amendment of Insured Contract
Commercial Umbrella	CU3420	(12/19)	Excl-All Hzrds in Conn w/Elect
Commercial Umbrella	WNCU11	(07/14)	Abuse or Molestation Excl
Commercial Umbrella	WNCU114	(07/15)	Who is an Insured Amended
Commercial Umbrella	WNCU47	(07/14)	Occupational Disease Exclusion
Commercial Umbrella	WNCU91	(07/10)	Excl-Punitive Damages
Commercial Umbrella	WNCU92	(01/04)	Excl-Lead Liability
Commercial Umbrella	WNCU93	(12/16)	Excl-Asbestos
Commercial Umbrella	WNCU96	(03/10)	MN Changes

## COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

### QUICK REFERENCE

#### READ YOUR POLICY CAREFULLY

The Commercial Umbrella Liability Coverage policy consists of Declarations, a Commercial Umbrella Liability Coverage Form (CU 00 01), Common Policy Conditions and Endorsements, if applicable. Following is a Quick Reference indexing of the principal provisions contained in each of the components making up the Coverage Part, listed in sequential order.

### DECLARATIONS

- Policy Period
- Named Insured
- Limits Of Insurance
- Premium
- Applicable Endorsements

### SCHEDULE OF UNDERLYING INSURANCE

- Schedule Of Underlying Policies

### SECTION I – COVERAGES

- Coverage A – Bodily Injury And Property Damage Liability
  - Insuring Agreement
  - Exclusions
- Coverage B – Personal And Advertising Injury Liability
  - Insuring Agreement
  - Exclusions
- Supplementary Payments – Coverages A and B

### SECTION II – WHO IS AN INSURED

### SECTION III – LIMITS OF INSURANCE

### SECTION IV – CONDITIONS

- Appeals
- Bankruptcy
- Duties In The Event Of Occurrence, Offense, Claim Or Suit
- Legal Action Against Us
- Other Insurance
- Premium Audit
- Representations Or Fraud
- Separation Of Insureds
- Transfer Of Rights Of Recovery Against Others To Us
- When We Do Not Renew
- Loss Payable
- Transfer Of Defense
- Maintenance Of/Changes To Underlying Insurance
- Expanded Coverage Territory

### SECTION V – DEFINITIONS

**IMPORTANT:** This Quick Reference is **not** part of your Umbrella Policy and does **not** provide coverage. Refer to your Commercial Umbrella Liability Policy for actual contractual provisions.

**WESTERN NATIONAL INSURANCE GROUP\***  
**MINNEAPOLIS, MINNESOTA**

**PRIVACY POLICY**

WESTERN NATIONAL INSURANCE GROUP VALUES THE TRUST YOU HAVE PLACED IN US. IN RETURN, WE TAKE SERIOUSLY THE PROTECTION OF YOUR NON-PUBLIC PERSONAL INFORMATION. THIS NOTICE DESCRIBES HOW WESTERN NATIONAL USES AND SAFEGUARDS YOUR INFORMATION.

**INFORMATION WE MAY COLLECT**

Western National Insurance Group may collect certain information about you in the operation of its business. This information falls generally within three categories:

- 1) *Information necessary to properly underwrite risks and charge a fair premium.* This may include information you provided on the application for insurance, motor vehicle reports, credit reports, or past claims information.
- 2) *Information necessary to fairly evaluate claims.* This may include information you provided on loss reports, information maintained by governmental agencies such as police and fire departments, motor vehicle information, medical records, employment records, wage and salary verification, credit reports, information from other insurers, information about past claims, and other information necessary to evaluate claims.
- 3) *Finance information related to premium payments.* This may include credit card numbers, bank account information, or other financial information.

**DISCLOSURE OF INFORMATION**

Western National does not sell your private information. We do not make available your private information to nonaffiliated companies for marketing purposes. Western National only shares information when it is necessary to conduct our insurance business. Information may be disclosed to insurance support groups that provide data for underwriting and claims purposes. In addition, information may be shared with adjusters, attorneys, auditors, agents or others that Western National retains to work on your or its behalf or by individuals that you retain, such as body shops or contractors, to work on your behalf. Western National may disclose claim information to other insurers or other parties during the handling of claims, during litigation surrounding those claims, or after claims have been resolved to the extent permitted by law.

**PROTECTING YOUR INFORMATION**

Western National maintains physical and electronic safeguards to prevent access to your information by people other than Western National employees. Western National continually assesses new technology for protecting information and upgrades its systems when appropriate.

*\* This privacy policy applies to all companies within Western National Insurance Group:*

*American Freedom Insurance Company  
Pioneer Specialty Insurance Company  
Umialik Insurance Company  
Western National Assurance Company  
Western National Finance Company  
Western National Mutual Insurance Company*

## **INSURANCE FRAUD — IT'S A CRIME**

**A person who submits an application or files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.**

### **NOTICE CONCERNING POLICYHOLDERS' RIGHTS IN AN INSOLVENCY UNDER THE MINNESOTA INSURANCE GUARANTY ASSOCIATION LAW**

The financial strength of your insurer is one of the most important things for you to consider when determining from whom to purchase a property or liability insurance policy. It is your best assurance that you will receive the protection for which you purchased the policy. If your insurer becomes insolvent, you may have protection from the Minnesota Insurance Guaranty Association as described below but to the extent that your policy is not protected by the Minnesota Insurance Guaranty Association or if it exceeds the Guaranty Association's limits, you will only have the assets, if any, of the insolvent insurer to satisfy your claim.

Residents of Minnesota who purchase property and casualty or liability insurance from insurance companies licensed to do business in Minnesota are protected, **SUBJECT TO LIMITS AND EXCLUSIONS**, in the event the insurer becomes insolvent. This protection is provided by the Minnesota Insurance Guaranty Association.

The maximum amount that the Minnesota Insurance Guaranty Association will pay in regard to a claim under all policies issued by the same insurer is limited to \$300,000. This limit does not apply to workers' compensation insurance. Protection by the Guaranty Association is subject to other substantial limitations and exclusions. If your claim exceeds the Guaranty Association's limits, you may still recover a part or all of that amount from the proceeds from the liquidation of the insolvent insurer, if any exist. Funds to pay claims may not be immediately available. The Guaranty Association assesses insurers licensed to sell property and casualty or liability insurance in Minnesota after the insolvency occurs. Claims are paid from the assessment.

**MINNESOTA INSURANCE GUARANTY ASSOCIATION  
7600 PARKLAWN AVENUE, #460  
EDINA, MINNESOTA 55435 (952) 831-1908**

**THE PROTECTION PROVIDED BY THE GUARANTY ASSOCIATION IS NOT A SUBSTITUTE FOR USING CARE IN SELECTING INSURANCE COMPANIES THAT ARE WELL MANAGED AND FINANCIALLY STABLE. IN SELECTING AN INSURANCE COMPANY OR POLICY, YOU SHOULD NOT RELY ON PROTECTION BY THE GUARANTY ASSOCIATION.**

**THIS NOTICE IS REQUIRED BY MINNESOTA STATE LAW TO ADVISE POLICYHOLDERS OF PROPERTY AND CASUALTY INSURANCE POLICIES OF THEIR RIGHTS IN THE EVENT THEIR INSURANCE CARRIER BECOMES INSOLVENT. THIS NOTICE IN NO WAY IMPLIES THAT THE COMPANY CURRENTLY HAS ANY TYPE OF FINANCIAL PROBLEMS. ALL PROPERTY AND CASUALTY INSURANCE POLICIES ARE REQUIRED TO PROVIDE THIS NOTICE.**

- OVER -

# **Minnesota Insurance Fair Information Reporting Act**

## **NOTICE OF INFORMATION PRACTICES**

Minnesota has a law regulating insurance information collection, use, disclosure, access, and correction practices.

In compliance with this law, we must inform you that as part of our normal procedures for processing applications and as a means of updating policy information, a consumer report may be made as to your insurability, credit standing, character, general reputation, personal characteristics, and mode of living. This information may be obtained through public records, consumer reporting agencies, and personal interviews with you and others.

You have a right to request a personal interview be done by the consumer reporting agency. Any information obtained will be retained by the reporting agency and may be disclosed to others who contract their services. You have a right to see the personal information collected and will be given an opportunity to correct, amend or delete any incorrect information upon written request to the reporting agency.

We will not disclose any of this information to others without your written consent, except as permitted or required by law. We may share information obtained about you without authorization with persons or organizations that have a business interest in your insurance contract. These could include your agent, our adjuster and attorneys.

If you have any further questions regarding our information practices or Minnesota Statute 72A.49, we ask that you contact your independent agent or write to us at:

**PO Box 1463  
Minneapolis, Minnesota 55440**

# WESTERN NATIONAL MUTUAL INSURANCE COMPANY

EDINA, MINNESOTA

## MUTUAL POLICY CONDITIONS

This policy is issued by a Mutual Company having special regulations lawfully applicable to its organization, membership, policies or contracts of insurance, of which the following shall apply to and form a part of this policy.

This policy is nonassessable. The policyholder is a member of the company and shall participate, to the extent and upon the conditions fixed and determined by the Board of Directors of the Company in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

The insured is hereby notified that by virtue of this policy they are a member of the Western National Mutual Insurance Company, and that the annual meetings of the company are held at its home office in the city of Edina, Minnesota on the second Tuesday in June in each year, at 1:30 p.m. The insured is entitled to vote either in person or by proxy at any and all meetings of said company.

*In Witness Whereof, we have caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by our authorized representative, if applicable in your state.*



President & CEO



Secretary