



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/17/2022

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Marsh USA, Inc. 540 W. Madison Street Chicago, IL 60661 Attn: Veolia.CertRequest@marsh.com   Fax: 212-948-5053  VWNA Boston	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C No. Ext):</b> _____	<b>FAX (A/C No.):</b> _____
<b>E-MAIL ADDRESS:</b> _____		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> National Union Fire Insurance Company Of Pittsburgh,		19445
<b>INSURER B:</b> AIG Specialty Insurance Company		26883
<b>INSURER C:</b> ACE Property and Casualty Insurance Company		20699
<b>INSURER D:</b> AIU Insurance Co		19399
<b>INSURER E:</b> Berkshire Hathaway Specialty Insurance		22276
<b>INSURER F:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:** CHI-010036294-03                      **REVISION NUMBER:** 9

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____		GL5425835	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 25,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		CA9767418 (AOS) CA9767419 (MA) CA9767420 (VA)	01/01/2022 01/01/2022 01/01/2022	01/01/2023 01/01/2023 01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$		XEU G27927865 007	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
D	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC 058240107 (AOS) WC 058240110 (CA) WC 058240109 (WI) WC 065885979 (NY)	01/01/2022 01/01/2022 01/01/2022 01/01/2022	01/01/2023 01/01/2023 01/01/2023 01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	CPL - SIR: \$500,000		CPO29329661	01/01/2022	01/01/2023	Occurrence/Aggregate \$ 5,000,000
E	E&O - SIR: \$10,000,000		42-CNP-313450-02	01/01/2022	01/01/2023	Per Claim/Aggregate \$ 5,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
Township of North Brunswick are included as additional insured (except as respects all coverage afforded by workers' compensation, auto and professional liability) where required by written contract but only for liability arising out of the operations of the named insured. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract.

<b>CERTIFICATE HOLDER</b> Township of North Brunswick 710 Hermann Road North Brunswick, NJ 08902	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Marsh USA Inc.</i>
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**ADDITIONAL REMARKS SCHEDULE**

<b>AGENCY</b> Marsh USA, Inc.		<b>NAMED INSURED</b> Veolia Water North America Operating Services, LLC 53 State Street, 14th Floor Boston, MA 02109	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

Crime:

Carrier: XL Specialty Insurance Company  
 Policy Number: ELU180128-22  
 Effective Date: 01/01/2022  
 Expiration Date: 01/01/2023  
 Limit: \$5,000,000  
 Deductible: \$250,000

Notice of Cancellation -

Veolia Water North America Operating Services, LLC has agreed to provide 30 days notice of cancellation of the insurance policies referenced above and 10 days notice in the event of cancellation due to non-payment of premium. Veolia Water North America Operating Services, LLC or its designee will send such notice to the Certificate Holder of this Certificate. Such notice is not a right or obligation within the policies, it does not alter or amend any coverage, it will not extend any policy cancellation date and it will not negate any cancellation of the policy. Failure to provide a copy of such notice to the Certificate Holder shall impose no obligation or liability of any kind upon the insurer or its agents or representatives.

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

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization whom you become obligated to include as an additional insured as a result of any contract or agreement you have entered into.	Per the contract or agreement.
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 liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization whom you become obligated to include as an additional insured as a result of any contract or agreement you have entered into.	Per the contract or agreement
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 liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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.** 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.

Various provisions in this policy restrict coverage. Please read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words 'you' and 'your' refer to the "Named Insured" shown in the Declarations and any other person or organization qualifying as a "Named Insured" under this policy. The words 'we', 'us' and 'our' refer to the company providing this insurance.

Other words and phrases that appear in "quotation marks" have special meaning. Refer to Section VII - DEFINITIONS.

We, the company named in the Declarations, relying upon the statements made and information furnished to us, and in return for the payment of premium and subject to the terms, conditions, and limits of insurance of this policy, agree as follows:

**I. INSURING AGREEMENT – COMMERCIAL UMBRELLA LIABILITY**

**A. "Bodily Injury" and "Property Damage" Liability**

1. We will pay on behalf of the "insured" those sums in excess of the "retained limit" that the "insured" becomes legally obligated to pay as damages imposed by law or assumed by the "insured" under an "insured contract" because of "bodily injury" or "property damage" to which this insurance applies.
2. This insurance applies to "bodily injury" and "property damage", but only if:
  - a. The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
  - b. The "bodily injury" or "property damage" occurs during the "policy period"; and
  - c. Prior to the "policy period", no "insured" listed in paragraph 2. of the definition of "insured" and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such listed "insured" or authorized "employee" knew, prior to the "policy period", that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the "policy period" will be deemed to have been known prior to the "policy period".
3. "Bodily injury" or "property damage" that occurs during the "policy period" and was not, prior to the "policy period", known to have occurred by any "insured" listed in paragraph 2. of the definition of "insured" or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the "policy period".
4. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any "insured" listed in paragraph 2. of the definition of "insured" or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
  - a. Reports all or any part of the "bodily injury" or "property damage" to us or any other insurer;
  - b. Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
  - c. Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
5. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

**B. "Personal and Advertising Injury" Liability**

1. We will pay on behalf of the "insured" those sums in excess of the "retained limit" that the "insured" becomes legally obligated to pay as damages by reason of liability imposed by law because of

## Enhanced Commercial Umbrella Liability Policy

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- **"Executive officer"** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- **"Food laboratory testing expense"** means the reasonable and necessary expenses incurred during a potential food contamination "bodily injury", "occurrence" or claim. These expenses include testing by an independent laboratory to determine the cause, nature or extent of actual or alleged illness or disease from contamination of food or drink.
- **"Good Samaritan acts"** mean emergency cardiopulmonary resuscitation or first aid services performed by any "employee" of yours who is not a licensed medical professional.
- **"Hazardous properties"** include radioactive, toxic or explosive properties.
- **"Impaired property"** means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
  1. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  2. You have failed to fulfill the terms of a contract or agreement;if such property can be restored to use by:
  1. The repair, replacement, adjustment or removal of "your product" or "your work"; or
  2. Your fulfilling the terms of the contract or agreement.
- **"Insured"** means:
  1. Any person or organization qualifying as a "Named Insured".
  2. If the person or organization shown in the Declarations is:
    - a. An individual: you and your spouse, civil union partner or domestic partner, but only with respect to the conduct of a business of which you are the sole owner.
    - b. A partnership or joint venture: your members, your partners, and their spouses, civil union partners, or domestic partners, but only with respect to the conduct of your business.
    - c. A limited liability company: your members, but only with respect to the conduct of your business; Your managers, but only with respect to their duties as your managers.
    - d. An organization other than a partnership, joint venture or limited liability company: your "executive officers" and directors, but only with respect to their duties as your officers or directors; Your stockholders, but only with respect to their liability as stockholders.
    - e. A trust: your trustees are also "insureds", but only with respect to their duties as trustees.
  3. Each of the following:
    - a. Your "volunteer workers", but only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are "insureds" for:
      - (1) "bodily injury" or "personal and advertising injury":
        - i. To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your

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business;

- ii. To the spouse, civil union partner, domestic partner, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph 3.a.(1)i above;
  - iii. For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs 3.a.(1)i or 3.a.(1)ii above; or
  - iv. Arising out of his or her providing or failing to provide professional health care services, except with respect to "Good Samaritan acts".
- (2) "Property damage" to property:
- i. Owned, occupied or used by you;
  - ii. Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- b. Any person (other than your "employee" or "volunteer worker") or any organization while acting as your real estate manager, but only for acts within the scope of that person's or organization's duties as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
- 1. With respect to liability arising out of the maintenance or use of that property; and
  - 2. Until your legal representative has been appointed.
- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.
- e. Any person or organization from whom you lease equipment, but only with respect to the maintenance or use by you of such equipment and only if you are contractually obligated to provide them such insurance as is afforded by this contract. However, no such person or organization is an "insured" with respect to any:
- 1. Damages arising out of their sole negligence; or
  - 2. "Occurrence" that occurs or offense that is committed after the equipment lease ends.
- f. Any person or organization from whom or from which you lease premises, but only with respect to the ownership, maintenance or use of that particular part of such premises leased to you and only if you are contractually obligated to provide them with such insurance as is afforded by this contract. However, no such person or organization is an "insured" with respect to any:
- 1. Damages arising out of their sole negligence;
  - 2. "Occurrence" that occurs or offense that is committed after you cease to be a tenant in the premises or the lease ends, whichever is later; or
  - 3. Structural alteration, new construction or demolition operations performed by or on behalf of them.
- g. Any person or organization, other than those described in subparagraphs a. through f. above, if insured under "underlying insurance". Coverage provided by this policy for any such "insured" will be no broader than coverage provided by "underlying insurance". However, this restriction shall not apply to coverages specifically designated to be excess of the "enhanced coverage self-insured retention" or excess of a "scheduled retained limit".

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- h. With respect to any coverages provided by this policy excess of a "scheduled retained limit", any person or organization that the "Named Insured" agrees to add as an additional "insured" to this policy by written contract or agreement, but only with respect to "occurrences" first taking place after the effective date of the contract or agreement and not for broader coverage than was required under the terms of such written contract or agreement.

Notwithstanding anything above:

1. No person or organization is an "insured" with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not a "Named Insured".
  2. Where this policy is excess of "underlying insurance", if any person or organization that is an "insured" under this policy is not included as an "insured" under such applicable "underlying insurance", this policy will apply as if the person or organization were included as an insured under such "underlying insurance" excess of a self-insured retention equal to the highest applicable limit of such "underlying insurance". However, this provision shall not apply to coverages specifically designated to be excess of the "enhanced coverage self-insured retention" or excess of a "scheduled retained limit".
- **"Insured contract"** means that part of any contract or agreement pertaining to your business under which any "insured" assumes the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

"Insured contract" does not include that part of any contract or agreement:

1. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within fifty (50) feet of any railroad property and affecting any railroad bridge, trestle, tracks, road-beds, tunnel underpass or crossing;
  2. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
    - a. preparing, approving or failing to approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
    - b. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
  3. Under which the "insured", if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the "insured's" rendering or failure to render professional services, including those shown in subparagraph 2. above and supervisory, inspection, architectural or engineering activities.
- **"Key individual"** means:
    1. Each general partner (if the "Named Insured" is a partnership);
    2. The sole proprietor (if the "Named Insured" is a sole proprietorship);
    3. Any "employee" authorized by you to give or receive notice of an "occurrence", claim or "suit"; and
    4. That one individual who is a payroll "employee" and "executive officer" of the "Named Insured" holding the senior-most position in each of the following categories at the time of the "occurrence":
      - a. Chief Executive Officer;
      - b. Chief Operating Officer;
      - c. Chief Financial Officer;
      - d. President;

