

RENEWAL



EFFECTIVE DATE: 03/08/2010

Policy Number: GL 9564185	Prior Policy: 9564185
Billing Type: DIRECT BILL	
Coverage Is Provided In PEERLESS INSURANCE COMPANY - A STOCK COMPANY	
Named Insured and Mailing Address: EASTERN TRAIL MANAGEMENT DISTRICT C/O CAROL BRUSH PO BOX 250 SACO ME 04072	Agent: PAQUIN & CARROLL LLC PO BOX 356 BIDDEFORD ME 04005 Agent Code: 8210228 Agent Phone: (207)-283-1486

COMMON POLICY DECLARATIONS

In return for the payment of premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

POLICY PERIOD: From : 03/08/2010 To: 03/08/2011 at 12:01 AM Standard Time at your mailing address shown above.

FORM OF BUSINESS: NOT FOR PROFIT ORGANIZATION

BUSINESS DESCRIPTION: OVERSEER OF FUNDS FOR TRAIL CONSTRUCTION

This policy consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment.

	PREMIUM
	INCLUDED
Commercial General Liability Coverage Part	
Total Premium for all Liability Coverage Parts	\$ 500.00 MP
Terrorism Risk Insurance Act of 2002 and 2005 Coverage	\$ 2.00
Total Policy Premium	\$ 502.00

FORMS AND ENDORSEMENTS

Forms and Endorsements made a part of this policy at time of issue:

Applicable Forms and Endorsements are omitted if shown in specific Coverage Part/Coverage Form Declarations

Form Number	Description
CG2170	- 0108 CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
CG2176	- 0108 EXCL OF PUNITIVE DAMAGES RELEATED TO CERTIFIED ACT
IL0003	- 0907 CALCULATION OF PREMIUM
IL0017	- 1198 COMMON POLICY CONDITIONS
IL0021	- 0702 NUCLEAR ENERGY LIABILITY EXCLUSION (BROAD FORM)
IL0247	- 0907 MAINE CHANGES - CANCELLATION AND NONRENEWAL

17-57 (06/94)

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COMMON POLICY DECLARATIONS (continued)

FORMS AND ENDORSEMENTS

Forms and Endorsements made a part of this policy at time of issue:

Applicable Forms and Endorsements are omitted if shown in specific Coverage Part/Coverage Form Declarations

Form Number	Description
IL0913	- 0498 INSURANCE INSPECTION SERVICE EXEMPTION FROM LIABILITY

Countersigned: By _____
Authorized Representative Date

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

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Date Issued: 01/25/2010

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS (continued)

PREMIUM

Class Code	Classification Description		Rates		Advance Premium	
	Premium Base	Territory Code	Prods/ Comp Ops	All Other	Prods/ Comp Ops	All Other
Audit Period:			Total Advance Premium		INCLUDED	

FORMS AND ENDORSEMENTS

Forms and Endorsements applying to this Coverage Part and made part of this policy:

Form Number	Description
17-98	- 1202 EXCLUSION - ASBESTOS
22-45	- 1202 COMMERCIAL GENERAL LIABILITY EXTENSION ENDORSEMENT
22-86	- 1202 EXCL - EXTERIOR INSULATING FINISHING SYSTEMS
22-90	- 0204 EXCLUSION - SILICA
CG0001	- 1001 COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG0062	- 1202 WAR LIABILITY EXCLUSION
CG0067	- 0305 EXCLUSION-VIOLATION OF STATUTES
CG2011	- 0196 ADDITIONAL INSURED-MANAGERS OR LESSORS OF PREMISES
CG2147	- 0798 EMPLOYMENT RELATED PRACTICES EXCLUSION
CG2167	- 0402 FUNGI OR BACTERIAL EXCLUSION
CG2279	- 0798 EXCLUSION-CONTRACTORS - PROFESSIONAL LIABILITY
CG2654	- 0899 MAINE CHANGES-EXCLUSION-LIABILITY FOR CRIMINAL ACTS
CG9901	- 1185 MOTOR VEHICLE LAWS
CL175	- 0286 QUICK REFERENCE COMML GENERAL LIABILITY COVERAGE PART
IL0017	- 1198 COMMON POLICY CONDITIONS

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Forming a part of

Policy Number: GL 9564185	
Coverage Is Provided In PEERLESS INSURANCE COMPANY - A STOCK COMPANY	
Named Insured: EASTERN TRAIL MANAGEMENT DISTRICT	Agent: PAQUIN & CARROLL LLC Agent Code: 8210228 Agent Phone: (207)-283-1486

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance under the

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE
The following endorsement provision does not apply when "X" is shown in the space provided below: ___ Provision C. PROPERTY DAMAGE – BORROWED EQUIPMENT does not apply ___ Provision D. PROPERTY DAMAGE – CUSTOMERS' GOODS does not apply ___ Provision G. MEDICAL PAYMENTS EXTENSION does not apply ___ Provision I. ADDITIONAL INSURED – BY CONTRACT, AGREEMENT OR PERMIT does not apply ___ Provision J. ADDITIONAL INSURED – VENDORS does not apply ___ Provision K. BROAD FORM NAMED INSURED does not apply ___ Provision L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES does not apply ___ Provision M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT does not apply

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

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under paragraph 2. Exclusions of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I)**, exclusion **g. Aircraft, Auto Or Watercraft** does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. NON-OWNED WATERCRAFT

Under paragraph 2. Exclusions of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I)**, provision (2)(a) of exclusion g. **Aircraft, Auto Or Watercraft** is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and

C. PROPERTY DAMAGE – BORROWED EQUIPMENT

1. Under paragraph 2. Exclusions of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I)**, provision (4) of exclusion j. **Damage To Property** does not apply to “property damage” to borrowed equipment while that equipment is not being used to perform operations at the job site.

2. Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition 4. **Other Insurance**, paragraph b. **Excess Insurance**:

The insurance afforded by provision C. in the Commercial General Liability Extension Endorsement is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is property insurance.

3. This endorsement provision C. does not apply when it is shown in the Schedule as not applicable.

D. PROPERTY DAMAGE – CUSTOMERS’ GOODS

1. Under paragraph 2. Exclusions of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I)**, provisions (3), (4) and (6) of exclusion j. **Damage To Property** do not apply to “property damage” to “customers’ goods” while on your premises.

2. Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition 4. **Other Insurance**, paragraph b. **Excess Insurance**:

The insurance afforded by provision D. in the Commercial General Liability Extension Endorsement is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is property insurance.

3. The following is added to **SECTION V – DEFINITIONS**:

“Customers’ goods” means property of your customer on your premises for the purpose of being worked on or used in your manufacturing process.

4. This endorsement provision D. does not apply when it is shown in the Schedule as not applicable.

E. PROPERTY DAMAGE LIABILITY – ELEVATORS

1. Under paragraph 2. Exclusions of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I)**, provisions (3), (4) and (6) of exclusion j. **Damage To Property** do not apply if such “property damage” results from the use of elevators.

2. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Condition 4. **Other Insurance**, paragraph b. **Excess Insurance**:

The insurance afforded by provision E. in the Commercial General Liability Extension Endorsement is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is property insurance.

F. DAMAGE BY FIRE, LIGHTNING, EXPLOSION, SMOKE OR LEAKAGE

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under subsection 2. Exclusions of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I)**:

a. The fourth from the last paragraph of exclusion j. **Damage To Property** is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to “property damage” (other than damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **SECTION III – LIMITS OF INSURANCE**.

- b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **SECTION III – LIMITS OF INSURANCE**.

2. Paragraph **6.** under **SECTION III – LIMITS OF INSURANCE** is replaced by the following:

6. Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of “property damage” to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic protection systems, while rented to you or temporarily occupied by you with permission of the owner. This limit is the greater of:

a. \$300,000; or

b. The amount shown in the Declarations for Damage To Premises Rented To You Limit.

3. The word “fire” is changed to “fire, lightning, explosion, smoke, or leakage from automatic fire protection systems” where it appears in:

a. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Condition **4. Other Insurance**, paragraph **b. Excess Insurance**, subparagraph **(1)(b)**; and

b. **SECTION V – DEFINITIONS**, paragraph **9.a.**

G. MEDICAL PAYMENTS EXTENSION

1. **SECTION III – LIMITS OF INSURANCE**, paragraph **7.** is replaced by the following:

7. Subject to **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C.** for all medical expenses because of “bodily injury” sustained by any one person. The Medical Expense Limit is the greater of:

a. \$15,000; or

b. The Medical Expense Limit shown in the Declarations.

2. Under provision **1. Insuring Agreement** of **COVERAGE C MEDICAL PAYMENTS (SECTION I)**, the second subparagraph **(2)** of paragraph **a.** is replaced by the following:

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

3. This endorsement provision **G.** does not apply when:

a. It is shown in the Schedule as not applicable; or

b. **COVERAGE C. MEDICAL PAYMENTS (SECTION I)** is otherwise excluded from this Coverage Part.

H. EXTENSION OF SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

Under **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

1. Paragraph **1.b.** is replaced by the following:

b. Up to \$2500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph **1.d.** is replaced by the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit”, including actual loss of earnings up to \$300 a day because of time off from work.

I. ADDITIONAL INSURED – BY CONTRACT, AGREEMENT OR PERMIT

Paragraph **2.** under **SECTION II – WHO IS AN INSURED** is amended to include as an insured any person or organization when you and such person or organization have agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your policy to provide insurance such as is afforded under this Coverage Part. Such person or organization is an additional insured only with respect to liability arising out of:

a. Your ongoing operations performed for that person or organization; or

b. Premises or facilities owned or used by you.

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With respect to provision **1.a.** above, a person's or organization's status as an insured under this endorsement ends when your operations for that person or organization are completed.

With respect to provision **1.b.** above, a person's or organization's status as an insured under this endorsement ends when their contract or agreement with you for such premises or facilities ends.

2. This endorsement provision I. does not apply:
 - a. Unless the written contract or agreement has been executed, or permit has been issued, prior to the "bodily injury", "property damage" or "personal and advertising injury";
 - b. To "bodily injury" or "property damage" occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, in the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site 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. To the rendering of or failure to render any professional services including, but not limited to, any professional architectural, engineering or surveying services such as:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities;
 - d. To "bodily injury", "property damage" or "personal and advertising injury" arising out of any act, error or omission that results from the additional insured's sole negligence or wrongdoing;
 - e. To any person or organization included as an insured under provision **J.** of this endorsement;
 - f. To any person or organization included as an insured by a separate additional insured endorsement issued by us and made a part of this policy; or
 - g. When it is shown in the Schedule as not applicable.

J. ADDITIONAL INSURED – VENDORS

Paragraph **2.** under **SECTION II – WHO IS AN INSURED** is amended to include as an insured any person or organization (referred to below as "vendor") with whom you agreed, in a written contract or agreement to provide insurance such as is afforded under this policy, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - h. To "bodily injury" or "property damage" arising out of any act, error or omission that results from the additional insured's sole negligence or wrongdoing.

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2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
3. This endorsement provision **J.** does not apply when it is shown in the Schedule as not applicable.

K. BROAD FORM NAMED INSURED

1. **SECTION II – WHO IS AN INSURED** is amended to include as an insured any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period.
2. Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition **4. Other Insurance**, paragraph **b. Excess Insurance**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to an insured solely by reason of ownership by you of more than 50 percent of the voting stock.

3. Paragraph **2.** of this endorsement provision **K.** does not apply to a policy written to apply specifically in excess of this policy.
4. This endorsement provision **K.** does not apply when it is shown in the Schedule as not applicable.

L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

1. Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition **6. Representations**:

Your failure to disclose all hazards or prior “occurrences” existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior “occurrences” is not intentional.

2. This endorsement provision **L.** does not apply when it is shown in the Schedule as not applicable.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

1. Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition **2. Duties in the Event of Occurrence, Offense, Claim Or Suit**:

Knowledge of an “occurrence”, offense, claim or “suit” by an agent, servant or “employee” of any insured shall not in itself constitute knowledge of the insured unless an insured listed under paragraph **1.** of **SECTION II – WHO IS AN INSURED** or a person who has been designated by them to receive reports of occurrences, offenses, claims and “suits” shall have received such notice from the agent, servant or “employee”.

2. This endorsement provision **M.** does not apply when it is shown in the Schedule as not applicable.

N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state. This does not apply to provisions that are shown in the Schedule as not applicable.

O. BODILY INJURY REDEFINED

Under **SECTION V – DEFINITIONS**, definition **3.** is replaced by the following:

3. “Bodily Injury” means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

Forming a part of

Policy Number: GL 9564185	
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Named Insured: EASTERN TRAIL MANAGEMENT DISTRICT	Agent: PAQUIN & CARROLL LLC Agent Code: 8210228 Agent Phone: (207)-283-1486

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED—MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

1. Designation of Premises (Part Leased to You):

2. Name of Person or Organization (Additional Insured):

3. Additional Premium:
SEE PREMIUM SCHEDULE

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

