# BETHEL TOWNSHIP, DELAWARE COUNTY BOARD OF SUPERVISORS SPECIAL MEETING AGENDA November 10th, 2025, 6:30PM PLEASE SILENCE ALL ELECTRONICS

Public Comment will be accepted and addressed throughout the Meeting.

- I. CALL TO ORDER
  - a. Pledge of Allegiance
  - b. Disclosure of Recording Device
- II. PRESENTATION OF PROPOSED 2026 PRELIMINARY BUDGET
- III. Motion to renew the Municipal Pollution Liability Policy with Arthur J. Gallagher Risk Management Services in an amount not to exceed \$1,124.00, subject to the solicitor's review.
- IV. ADJOURNMENT

The next Board of Supervisor's Meeting is scheduled for Tuesday, November 18th, 2025, at 6:30PM.



PHILADELPHIA GROUP

#### AFFIDAVIT OF PUBLICATION

390 Eagleview Boulevard • Exton, PA 19341

BETHEL TOWNSHIP 1092 BETHEL RD **GARNET VALLEY, PA 19060** Attention: Twp. Manager

STATE OF PENNSYLVANIA, , being duly sworn the The undersigned he/she is the principal clerk of Delaware County Daily Times, Daily & Sunday Times Digital, published in Delaware County for the dissemination of local or transmitted news and intelligence of a general character, which are duly qualified newspapers, and the annexed hereto is a copy of certain order, notice, publication or advertisement of: **BETHEL TOWNSHIP** 

# Published in the following edition(s):

Delaware County Daily Times, Daily & Sunday Times Digital 10/21/25

The Bethel Township Board of Supervisors (the "Board") will hold the following meetings and conduct the following hearing on the dates set forth below. Each will be held at 6:30 PM in the John L. Myers building, 1092 Bethel Road, Garnet Valley, PA 19060:

On November 10, 2025, the Board will hold a special meeting to present the preliminary 2026 budget, together with any their business that may come before the Board. Thereafter, the Township will provide separate notice of the public availability of the budget in accordance with the Second Class Township Code. The latter notice will also set forth the date, time and location at which the Board will consider adoption of the final budget.

During its regularly scheduled meeting on November 18, 2025, the Board will hold a public hearing on, and may consider adoption of, an ordinance providing for a tax credit to volunteer freighters and volunteers of non-profit emergency medical service providers. Specifically, the Ordinance: establishes a volunteer service tax credit program; provides a 100% tax credit for volunteers that meet certain criteria; establishes a process for administering the program; establishes an appeals process for taxpayers denied a tax credit; provides the opportunity for reciprocity with other municipalities and volunteer service agencies; and repeals inconsistencies.

On November 20, 2025, the Board will hold a special meeting to receive a presentation on the Chester Valley Engineers plan for Shaffer Preserve, together with any other business that may come before the Board.

The public is invited to attend and provide comment at any of the above meetings or hearing. Anyone requiring an accommodation to participate in the meeting due to a disability should contact the Township Manager at township.manager@betheltwp.com or 610.459.1529 to make arrangements. A copy of the ordinance can be viewed at the Township's administrative office at the address set forth above during normal business hours, Monday through Friday 8:00 AM through 4:00 PM or on the Township's website at www.betheltwp.com.

Sworn to the subscribed before me this  $\frac{10/\partial I/\partial S}{\partial I}$ 

Notary Public, State of Pennsylvania **Acting in County of Montgomery** 

Commonwealth of Pennsylvania - Notary Seal Maureen Schmid, Notary Public **Montgomery County** My Commission Expires March 31, 2029 Commission Number 1248132

**Advertisement Information** 

Client Id:

Ad Id:

PO:

Meetings notice

Sales Person:

Cost: \$324.50 Start: 10/21/25 Stop: 10/21/25

Class: 1201, Legal Notices

#### **PUBLIC NOTICE**

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DCT: Oct. 21. a-1

# **Invoice**

# Arthur J. Gallagher Risk Management Services 40 West Front Street

Media, PA 19063

Client	Delaware County Municipal Pollution Group
Date	10/22/2025
Client Service Rep	Melinda Tjaden
Page	1 of 1

Bethel Township 1092 Bethel Road Garnet Valley, PA 19060

Payment Information	
Invoice Summary	
Payment Amount	

#### Please detach and return with payment

Invoice	Effective	Transaction	Description	Amount
BETHEL TWP	11/15/2025	Renewal	Pollution Liability – 11/15/2025 – 2026 Agency Bill Administration Fee Stamping Fee	\$1,124.00 Included Included
			Please make your check payable to: Arthur J. Gallagher  Remit Payment to:	
			Arthur J. Gallagher 40 West Front Street Media, PA 19064	
		,		Total

Total

\$1,124.00

Thank you



# **Proposal of Insurance**

# **Del. County Municipal Group**

40 West Front Street Media, PA 19063

Presentation Date: October 22, 2025

Arthur J Gallagher Risk Management Services, LLC AJG License Nos.IL 100292093 / CA 0D69293



# **Proposal Summary**

We appreciate the opportunity to quote your business insurance. This proposal is a summary of policy terms and conditions.

· We have been able to achieve renewal goals by negotiating your renewal with the incumbent carrier.

This proposal provides coverage highlights along with the attached carrier quotations for the following coverages:

Pollution Liability

We are not aware of any changes in your exposures to loss, nor are we aware of any changes in your business operations that would necessitate additional coverage options. Please notify us immediately if you are planning any new business operations.

The values and schedules are per the expiring policy or the information you have previously provided. It is your responsibility to notify us of all necessary changes to your schedules.

Information contained in this proposal is intended to provide a brief overview of coverages. It should be used for reference purposes only. It is not intended to provide a full list of policy exclusions, limitations, and conditions. The provided quotes should be reviewed for further details. Coverage afforded to you is subject to all terms, conditions, and exclusions of the bound and issued policies.

#### To Bind Coverage:

Please refer to the attachment document titled, "Client Authorization to Bind Coverage":

- · Note any changes you desire to be made
- Place a check mark next to the coverage(s) you wish to accept
- Date and Sign
- · Return prior to the effective date of coverage

Thank you for allowing Gallagher to service your insurance needs. We appreciate your business and look forward to working with you in the coming year. Please contact me if you have any questions.

Sincerely,

Melinda Tjaden

Melinda Tjaden Senior Client Service Manager

Enclosure



Insurance | Risk Management | Consulting



# Gallagher Team

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

Service Team	Role	Email	Phone
Pat Larkin Branch Manager	Producer		
Melinda Tjaden Senior Client Service Manager	Client Service Manager	Ī	
Brett Shepard Client Service Associate	Client Service Associate		

# **Premium Summary**

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

Line of Coverage		Expiring	Renewal Option	
			Ascot Specialty Insurance Company	
	Premium	\$317,740.00	\$330,800.00	
Pollution Liability	Estimated Cost*	\$317,740.00	\$330,800.00	
Foliation Liability	Stamping Fee	\$20.00	\$20.00	
Agency Bill Administration Fee		N/A	Included Above	
Total Cost		\$317,760.00	\$330,920.00	

<sup>\*</sup>Estimated Cost includes all taxes, fees, surcharges and TRIA premium (if applicable)

Premiums are due and payable as billed and may be financed, subject to acceptance by an approved finance company. Following acceptance, completion (and signature) of a premium finance agreement with the specified down payment is required. Note: Unless prohibited by law, Gallagher may earn compensation for this optional value-added service.

Gallagher is responsible for the placement of the following lines of coverage: Pollution Liability

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.

Where permitted by law, Gallagher may assess a \$100 Agency Bill Administration Fee on all new and renewal policy placements where Gallagher is responsible for collecting client premium and remitting payment to insurance carriers and other third parties. In connection with such billing obligations, Gallagher assumes additional administrative, financial and compliance obligations that introduce significant risks to Gallagher's business. Should you change to direct bill, where available, or premium finance the transaction, you will not incur the Agency Bill Administration Fee.

# Named Insured

Named Insured	Pollution Liability
Del. County Municipal Group	X
Delaware County Municipal Pollution Group	X
44 Municipalities Included in the Group	X

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

# Market Review

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

Line Of Coverage	Insurance Company ** (AM Best Rate/Financial Strength)	Market Response *	Admitted ***
Pollution Liability	Ascot Specialty Insurance Company (A XV)	Recommended Quote	Non-Admitted

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

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A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. Best's Credit Ratings™ are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings™ and Guide to Best's Credit Ratings, visit the AM Best website at <a href="http://www.ambest.com/ratings">http://www.ambest.com/ratings</a>.

\*\*\*If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.



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

# Coverage Highlights

### **Pollution Liability**

	Recommended Quote
Policy Term	11/15/2025 - 11/15/2026
Carrier Information	Ascot Specialty Insurance Company
Payment Plan	Full Pay
Payment Method	Agency Bill
Premium & Exposures	
Pollution Liability	\$330,800.00
Terrorism – TRIA (Additional ) 3%	\$9,924.00
Stamping Fee	\$20.00
Estimated Cost	\$330,820.00
Minimum Type	Minimum Earned Premium
Minimum Amount	100%
Core Pollution Coverage	
Coverage A Covered Location	\$5,000,000
Coverage B Miscellaneous	\$5,000,000
Coverage C Emergency and Crisis	\$5,000,000
Management Costs	\$5,000,000
Coverage D Business Income and Extra	\$5,000,000
Expense	31 M3 G
Policy Aggregate	\$25,000,000
Form Type	Claims-Made.
Retroactive Date	Only on Tanks – 11/15/2023
Definition of a Claim	
Refer to Policy Form	
Incident and Claim Reporting Provisions	
Refer to Policy Form	
Claims Made Disclaimer  Endorsements including but not limited to	Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within ([30]) days of the expiration date. The cost of this extended reporting period is [200]% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within ([48 Months]) of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions
form/endorsements.	are not limited to, those listed on the attached quote/policy
Exclusions including but not limited to:	not limited to those listed on the attached suists (sellar
	not limited to, those listed on the attached quote/policy
form/endorsements. Pollution Deductible	
	¢25 000
Coverage A Covered Location	\$25,000
Coverage B Miscellaneous	\$25,000
Coverage C Emergency and Crisis	\$25,000
Management Costs	Manager and records:
Coverage D Business Income and Extra Expense	72 Hour Waiting Period
Other Significant Terms and Conditions / I	
Underground Storage Tank Schedule - Refer	to Qoute For tank size and deductible



# Claims Reporting By Policy

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

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

#### Reporting Direct to Carrier [Only When Applicable]

Coverage(s): Pollution Liability	Immediately report claims directly to:
Insurer: Ascot Specialty Insurance Company	Insurer/TPA Name: Ascot Specialty Insurance Company
Policy Term: 11/15/2025 - 11/15/2026	Fax: Ema Web:

#### Reporting to Gallagher or Assistance in Reporting

Coverage(s): Pollution Liability	Immediately report claims directly to:
Gallagher Claim Center	
	Fax: 225-663-3224
Policy Term: 11/15/2025 - 11/15/2026	

# **Proposal Disclosures**

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

#### **Proposal Disclaimer**

IMPORTANT: The proposal and/or any executive summaries outline certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. The insurance policies themselves must be read to fully understand the terms, coverages, Exclusions including but not limited to:, limitations and/or conditions of the actual policy contract of insurance. Policy forms will be made available upon request. We make no warranties with respect to policy limits or coverage considerations of the carrier.

#### **Compensation Disclosure**

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

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

#### TRIA/TRIPRA Disclaimer

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

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

#### **Property Estimator Disclaimer**

These property values were obtained using a desktop Property Estimator software operated by non-appraisal professionals. These property values represent general estimates which are not to be considered a certified appraisal. These property values include generalities and assumptions that may produce inaccurate values for specific structures.



#### **Terms and Conditions**

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

#### Services

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

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

Gallagher is not required to provide Services to you if Gallagher reasonably considers that to do so would put Gallagher in breach of, or would expose Gallagher or its affiliates to fines, penalties or sanctions under any laws, regulations, professional rules or, in Gallagher's sole opinion, you have breached a term/the terms of the Policies. In such circumstances, Gallagher will be entitled to terminate its Services with immediate effect. In the event that Gallagher exercises its right to terminate its Services with immediate effect, Gallagher will not be responsible or liable to you for any direct or indirect loss which you or any other party may suffer as a result.

Please be aware that Gallagher is generally restricted from providing broking, claims handling or other services that relate to Cuba and Iran, including due to significant difficulties in processing payments and other commercial and reputational considerations.

#### Treatment of Information

Gallagher understands the need to protect the confidentiality and security of your confidential and sensitive information and strives to comply with applicable data privacy and security laws. Your confidential and sensitive information will be protected by Gallagher and only used to perform services for you; provided that Gallagher may disclose and transfer your information (including transfers outside the United States in compliance with applicable laws) to our affiliates, agents or vendors that have a need to know such information in connection with the provision of such services (including insurance markets, as necessary, for marketing, quoting, placing and/or servicing insurance coverages). We may also disclose such information as required by applicable data protection laws or the order of any court or tribunal, subject to our providing you with prior notice as permitted by law. The parties agree that confidential information does not include aggregate, anonymized or de-identified data. In addition, we may also utilize your aggregated, anonymized, or de-identified information in connection with benchmarking, risk modeling and other data analytics, service or product improvements, and offerings, and similar business purposes. You further agree we may use your information with artificial intelligence or other automated applications for the purposes of improving or delivering our services to you.

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



#### **Dispute Resolution**

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

- A. If the parties have a dispute regarding Gallagher's services or the relationship governed by this Proposal ("Dispute"), each party agrees to resolve that Dispute by mediation. If mediation fails to resolve the Dispute, you and Gallagher agree to binding arbitration. Each party waives all rights to commence litigation in court to resolve a Dispute, and specifically waives all rights to pursue relief by class action or mass action in court or through arbitration. However, the parties do not waive the ability to seek a court order of injunction in aid of the mediation and arbitration required by these Terms.
- B. The party asserting a Dispute must provide a written notice ("Notice") of the claim to the other party and to the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules and Mediation Procedures. All Dispute resolutions will take place in Chicago, IL, unless you and Gallagher agree to another location. The parties will equally divide all costs of the mediation and arbitration proceedings and will each pay their own attorneys' fees. All matters will be before a neutral, impartial and disinterested mediator or arbitrator(s) that have at least 20 years' experience in commercial and insurance coverage disputes.
- C. Mediation will occur within sixty (60) days of filing the Notice with the AAA. Mediation results will be reduced to a memorandum of understanding signed by you, Gallagher and the mediator. A Dispute that is not resolved in mediation will commence to binding arbitration. For Disputes in excess of \$500,000, either party may elect to have the Dispute heard by a panel of three (3) arbitrators. The award of the arbitrator(s) must be accompanied by a reasoned opinion prepared and signed by the arbitrator(s). Except as may be required by law, neither you, Gallagher, nor a mediator or arbitrator may disclose the existence, content or results of any Dispute or its dispute resolution proceeding without the prior written consent of both you and Gallagher.

#### **Electronic Delivery**

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

#### Miscellaneous Terms

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

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

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

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

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



# Compensation Disclosure Schedule

Client Name: Del. County Municipal Group

Coverage(s)	Carrier Name(s)	Wholesaler, MGA, Or Intermediary Name <sup>1</sup>	Est. Annual Premium <sup>2</sup>	Gallagher U.S. Owned Wholesaler, MGA, Or Intermediary % And/or Fee
Pollution Liability	Ascot Specialty Insurance Company	Ascot Underwriting, Inc.	\$330,800.00	N/A

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

Note: When placing business with insurance companies, Gallagher Companies receive commission based on negotiated contractual terms with those carriers. The commission rate is a percentage of the premium excluding taxes and fees. Major lines of coverage, and their typical range of commissions are listed below. If you wish to receive more details on actual compensation paid to Gallagher Companies, please contact your Gallagher representative.

Accident & Health: 15-25%

Aviation: 14-15%

Contract Bonds: 20-30%

All Other Bonds/Surety: 30-35%

Builders Risk: 15-18%

Property: 15-22%

Inland Marine: 20-22.5%

Ocean Marine: 15-17.5%

Casualty: 14-15%

Commercial Auto: 12.5-15%

Package / Business Owners Package: 15-16.8%

Workers Compensation: 8-11%

All Other Commercial: 10-20%

Executive/Professional Lines: 15-17.5%

Medical Malpractice: 10-12%

Compensation to Gallagher may also be disclosed in a Client Services Agreement or Consulting Services Agreement.

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

<sup>\*</sup> A verbal quotation was received from this carrier. We are awaiting a quotation in writing.

## Delaware County Municipal Pollution Group Bethel Township



# Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 10/22/2025, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

	COVERAGE/CARRIER
X Accept □ Reject	Pollution Legal Liability
	Ascot Specialty Insurance Company
□ Accept X Reject	TRIA
	ily represent the entirety of available insurance products. If you are interested in an those addressed in the coverage considerations included in this proposal,

Producer/ Insured Coverage Amendments and Notes:	

#### Provide Quotations or Additional Information on the Following Coverage Considerations:

Gallagher recommends that you purchase the following additional coverages for which you have exposure. By rejecting a quotation for this valuable coverage, you understand that there will be no coverage and agree to hold Gallagher harmless in the event of a loss.

Other S	Services to Consider
□Yes	☐ No- CORE360™ Loss Control Portal
□Yes	□ No-eRiskHub



# Delaware County Municipal Pollution Group Bethel Township



#### Fee Breakdown:

Agency Bill Administration Fee: \$100.00

By signing below, you are acknowledging that the fee listed above is fully earned and is NOT refundable. The fee is due and payable within thirty (30) days of your execution below. Any placements that require the payment of additional state or federal taxes and/or fees are the client's responsibility.

You further acknowledge and agree that the Proposal, this Client Authorization to Bind Coverage (including this agreement concerning the above referenced fee) reflect your understanding of the services to be provided by Gallagher as they have been discussed with and fully disclosed to you, and the above fee is consistent with your understanding. Any disputes arising out of the Proposal, this Client Authorization to Bind Coverage and/or the performance of services by Gallagher shall be governed by the laws of the State of Illinois.

#### **Exposures and Values**

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

#### **Additional Terms and Disclosures**

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

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

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

You have read, understand and agree that the information contained in the Proposal and all documents attached to and incorporated into the Proposal, is correct and has been disclosed to you prior to authorizing Gallagher to bind coverage and/or provide services to you. By signing below, or authorizing Gallagher to bind your insurance coverage through email when allowed, you acknowledge you have reviewed and agree with terms, conditions and disclosures contained in the Proposal.



# Delaware County Municipal Pollution Group Bethel Township



Chuck	. Dennie	
Print Name (Specify Title)		
Bethel	township	
Company		
Signature		

# POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, 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.

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 GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 and 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

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

Acceptance or Reject	ion of Terrorism Insurance Coverage
_ I hereby elect to pu	rchase terrorism coverage for certified acts of terrorism for a premium of $3\%$ of the Policy
Premium.	
X I hereby decline to	purchase terrorism coverage for certified acts of terrorism. I understand that I will have no
coverage for losses res	sulting from certified acts of terrorism.
Named Insured &	Delaware County Municipal Pollution Group
Mailing Address:	40 West Front Street
	Media, PA 19063
First Named Insured/P	roducer Signature Date

Print Name

# Delaware County Municipal Group

# APPENDIX - Covered Locations Schedule - Bethel Township

Sewer Miles	Chemical Spraying	UST(s)	Golf Course
0	None	0	0

Location	Description (i.e. Garage, Pump Station, Administration Building) and Street Address(es)
1	Township Building, Garage, John Myers (Conference Rooms) Bldg., Storage, Salt Shed 1092 Bethel Road
2	EMS Bldg., Meeting room – 1084 Bethel Road
3	Police Bldg. 1090 Bethel Road

Location	Description (Parks, Playgrounds, Vacant Land, Parking Lots, Bridges, Dams, etc.) and Address(es)
1	Jack King Park, 3733 Ebright Road (tot lot, walking trail)
2	John Adkinson Park, 1535 Naamans Creek Road (gazebo, walking trail, pond)
3	Bethel Community Park, 3271 Foulk Road (2 acres playing fields, baseball field with backstop and fence)
4	Vacant Land, 19.5 acres, Goodley Road & throughout township
5	Vacant Lot, Old Blacksmith Property, Foulk & Concord Roads
6	Shaffer Preserve, 1657 Bethel Road

I understand and agree that the above information is correct.

Print Name		
Bethel	township	
Company		
Signature		
o ignatoro		

Bethel Township 1092 Bethel Road Garnet Valley, PA 19060

RE: DELAWARE COUNTY MUNICIPAL POLLUTION GROUP POLLUTION LEGAL LIABILITY INSURANCE PROGRAM COVERAGE PERIOD: 11/15/2025 - 11/15/2026

Dear Bill:

I am writing in order to provide you with renewal information for the Pollution Legal Liability Program. This Program was originally placed in November 1998 to provide Pollution Remediation and Liability insurance coverage on a cost-effective group-purchasing basis for regional municipalities and municipal authorities, and has been continued since that time.

Your entity is a member of the captioned Pollution Insurance Program for enrolled municipalities and municipal authorities, which will expire on November 15, 2025.

The Program has provided good value to the participants over the years with \$1,827,557 in paid claims being processed since 2003. Perhaps more importantly, the six largest claims ranged from \$656,645 to \$108,026 with a total of 58 claims being reported.

The limit of Each Participant continues to be \$1,000,000/\$3,000,000 per participant with a policy aggregate limit of \$25,000,000. The main deductible is \$25,000 per claim. However, there are separate deductibles for underground storage tanks based on age and protection. Also, the mold deductible is \$100,000.

Coverage is provided per the attached <u>Scheduled Locations</u> (e.g., buildings [including automatic coverage for ASTs at scheduled buildings], pump stations, vacant lots, parking lots, open land, parks and recreational facilities with restrooms or concession stands, and wastewater treatment plants); Sewer Lines; Chemical Spraying; Weatherization, Underground Storage Tanks (USTs); and Golf Courses.

(continued on next page)

40 West Front Street Media, PA 19063 Main 610.566.4920 Fax 610.565.1388 www.ajg.com Bill Addison, Township Manager Page 2

To accept coverage and renew your membership in the program, please sign and return the 3 attached forms via email to Melinda at Melinda Tjaden@ajg.com or via fax to 610-565-1388, no later than November 7, 2025.

If you have any questions or any changes need to be made please call me directly at 610-548-5115 or Melinda Tjaden at 610-548-5109.

Very truly yours,

PATRICK V. LARKIN, ESQ. Area President

#### **Enclosures:**

Scheduled Locations (*Please Sign & Return*)
Client Authorization to Bind (*Please Sign & Return*)
Terrorism Form (*Please Sign & Return*)
Premium Invoice
Proposal

cc:

Melinda Tjaden, Senior Client Service Manager w/enclosures

#### CLAIMS MADE POLICY INFORMATION

As you know, your Pollution policy is provided on a claims made and reported basis. Subject to the Retroactive and/or Pending & Prior dates, it provides coverage for claims made and reported to the carrier during the policy period or within 90 days after the expiration date. Accordingly, you should report any claims or incidents / occurrences that might give rise to a claim in the future in writing to the carrier prior to the expiration date. Failure to do so will jeopardize coverage.

Should you elect to change carriers (if a new retro-active date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within 30 days of the expiration date. The cost of this 365 day extended reporting period is 100% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within 30 days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusion.