October 27, 2015

Ms. Pamela A. Captain
City Attorney
City of Menasha
140 Main Street
Menasha, WI 54952

Re: ACE American Insurance Company
Underground Storage Tank Liability
12/31/2015 TO 12/31/2016

Dear Ms. Captain:

Your Underground Storage Tanks policy will be renewing shortly. Attached is the renewal quotation for coverage.

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.

We would like to outline the following notable points for your consideration:

- Any entity not named above, may not be an insured entity. This may include partnerships and joint ventures.
- The insurance carrier is ACE American Insurance Company, incumbent carrier.
- The renewal premium is $4,632.
- The premium is based upon expiring exposures and is not subject to annual audit.
- Defense costs are limited and included within the policy limits.
- Renewal policy terms and conditions remain unchanged.
- Schedule of locations and tanks listing are attached on the carrier's quote attached.
- The values and schedules are per the expiring policy. It is your responsibility to notify us of all necessary changes to your schedules.
- The policy is claims-made and contains the following restrictions and claims reporting requirements:
- Immediately report all claims to the carrier at:
  - **a.** Notice of Claim or Storage Tank Incident:
    Environmental Risk Claims Manager
    ACE USA Claims
    P.O. Box 5103
    Scranton, PA 18505-0510
    Fax: (866) 635-5687
    First Notice Fax: (800) 951-4119
    Email: CasualtyRiskEnvironmentalFirstNotice@acegroup.com
  - **b.** All Other Notices:
    Environmental Risk Underwriting Officer

ACE Environmental Risk
P.O. Box 1000
436 Walnut Street – WA 07A
Philadelphia, PA 19106

- Gallagher is responsible for the placement of the following lines of coverage:
  Underground Storage Tanks
  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.
- This proposal of insurance features insurance policies which contain cancellation provisions to refund premium other than on a pro-rata basis for such occurrences including but not limited to non-payment of premium (short rate penalty provisions). At your request, we can detail the terms of such cancellation provisions.

To renew/bind this policy, please refer to the "Client Authorization to Bind Coverage" page attached.

1. Note any changes you desire to be made.
2. Date and sign.
3. Return prior to the signed & dated Client Authorization To Bind no later than **December 4, 2015.**

We appreciate your business and look forward to working with you in the coming year. Please contact me if you have any questions.

Sincerely,

Loann Le
Account Executive

Enclosures

1255 Battery Street, Suite 450
San Francisco, CA 94111
Main 415.546.9300
Fax 415.536.8499

P. O. Box 7443
San Francisco, CA 94120-7443
License #0726293
www.ajg.com

ACE American Insurance Company
436 Walnut Street
Philadelphia, PA 19106

ACE TankSafe® Storage Tank Liability Insurance Policy Quotation

ACE ENVIRONMENTAL RISK

QUOTE NO: Q107869
A.M. BEST RATING: **A++ XV**

DATE: 10/26/2015
TO: Arthur J. Gallagher & Co.

NAMED INSURED: City of Menasha

INCEPTION DATE: 12/31/2015
EXPIRATION DATE: 12/31/2016
RETROACTIVE DATE: **See attached Schedule of Covered Storage Tanks**

POLICY LIMITS:	$1,000,000	Per Storage Tank Incident Limit of Liability (Claims and Remediation Costs)
	$1,000,000	Aggregate Limit of Limit of Liability (Claims and Remediation Costs) for all Storage Tank Incidents
	$1,000,000	Aggregate Limit of Liability for all Legal Defense Expenses for all Storage Tank Incidents
	$2,000,000	Total Policy Aggregate Limit of Liability for all Storage Tank Incidents

DEDUCTIBLE: $25,000 Per Storage Tank Incident

PREMIUM*: $4,632.00

This premium shall be 0% minimum-earned as of the inception date of the policy identified above.

The premium in this quote includes commission in an amount equal to 15.00 % of such premium.

COMMISSION: 15.00 %

NUMBER OF COVERED STORAGE TANKS: **See attached Schedule of Covered Storage Tanks**

Terms & Exclusions: This quotation contemplates the use of ACE USA forms, issued on the paper indicated below. All terms and conditions are per those forms and endorsements unless otherwise noted herein.

PF-31181 (10/10) ACE TankSafe® Storage Tank Liability Insurance Policy

Endorsements: **See Attachment A**

Subjectivities: **See Attachment B**

OFAC NOTICE: The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency." OFAC has identified and listed numerous Foreign agents, Front organizations, Terrorists, Terrorist organizations, and Narcotics traffickers as "Specially Designated Nationals and Blocked Persons." This list can be located on the United States Treasury's web site – http://www.treas.gov/ofac. In accordance with OFAC regulations, if it is determined that you or any other proposed named insured has violated U.S. sanctions law or is a Specially Designated National or Blocked Person, as identified by OFAC, we reserve the right to withdraw this quote at any time prior to binding.

The U.S. Foreign Account Tax Compliance Act, commonly known as "FATCA", became the law in the U.S. in March of 2010 and becomes effective July 1, 2014. Pursuant to FATCA, brokers, producers, agents and/or clients may need to obtain withholding certificates from insurance companies. For information on how to obtain the applicable withholding certificate from ACE U.S. insurance companies, please go to http://www.acegroup.com/us-en/businesses/foreign-account-tax-compliance-act-fatca.aspx.

Please read this quotation carefully, as the limits, coverage and other terms and conditions may vary significantly from those requested in your submission and/or from the expiring policy. Terms and conditions that are not specifically mentioned in this quotation are not included. The terms and conditions of this quotation supersede the submitted insurance specifications and all prior quotations. Actual coverage will be provided by and in accordance with the policy as issued.

The insurer is not bound by any statements made in the submission purporting to bind the insurer unless such statement is reflected in the policy or in an agreement signed by someone authorized to bind the insurer.

This quotation has been constructed on reliance of the data provided in the submission. A material change or misrepresentation of that data voids this quotation.

THIS BINDABLE QUOTATION SHALL EXPIRE SEVENTYFIVE (75) DAYS FROM THE DATE INDICATED AT THE TOP OF THIS DOCUMENT OR NO LATER THAN THE INCEPTION DATE OF COVERAGE.

THE PREMIUM INDICATED ABOVE MUST BE REMITTED TO US WITHIN THIRTY (30) DAYS OF THE INCEPTION DATE.

Thank you for the opportunity to quote on this risk. For underwriting questions or concerns, please contact Carlos Mora at 2156405212 (phone) or Carlos.Mora@acegroup.com (email).

***POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE**

You are notified that under the Terrorism Risk Insurance Act, as amended, that 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 that is certified by the Secretary of the Treasury---in concurrence with the Secretary of State, 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% 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.

Terrorism Risk Insurance Act premium: *$0*

SCHEDULE OF COVERED STORAGE TANKS

Insured Facility Name and Address	Tank ID No.	Tank Size (gal.)	Tank Type (UST or AST)	Retroactive Date
City of Menasha Marina 1 Center Street Menasha Wisconsin 54952	1-1	1,000	UST	03/10/2011
City of Menasha Marina 1 Center Street Menasha Wisconsin 54952	1-2	1,000	UST	03/10/2011
City of Menasha Garage 455 Baldwin Street Menasha Wisconsin 54952	2-1	10,000	UST	03/10/2011
City of Menasha Garage 455 Baldwin Street Menasha Wisconsin 54952	2-2	5,000	UST	03/10/2011

ATTACHMENT A

ENDORSEMENTS

1	PF-31164	Schedule Of Covered Storage Tanks Endorsement
2	PF-31172	Financial Responsibility Condition Endorsement
3	PF-34075	Closure, Removal or Replacement Amendatory Endorsement
4	CC-1K11h	Signatures
5	PF-23728a	Terrorism Risk Insurance Act Endorsement
6	TRIA11c	Disclosure Pursuant To Terrorism Risk Insurance Act
7	ALL-20887	Producer Compensation Practices-Policies Policyholder Notice
8	WI ALL-38969	Important Notice - Wisconsin
9	ALL-5X51a	Wisconsin Notice to Policyholders
10	ALL-21101	Trade or Economic Sanctions Endorsement
11	ILP0010104	OFAC Advisory Notice to Policyholders

ATTACHMENT B

SUBJECTIVITIES

ALL TERMS, CONDITIONS, AND PRICING ARE SUBJECT TO RECEIPT, REVIEW AND APPROVAL OF THE FOLLOWING ITEMS **PRIOR TO BINDING**