



Town of North Castle Building Department

17 Bedford Road

Armonk, New York 10504-1898

Telephone: (914) 273-3000 ext. 44 Fax: (914) 273-3554

www.northcastleny.com

Tree Removal Application

NOTE: TWO (2) SETS OF ALL REQUIRED DOCUMENTS MUST BE SUBMITTED WITH THIS APPLICATION

Section I- PROJECT ADDRESS: 20 Mianus River Road **DATE:** _____

Section II- CONTACT INFORMATION: (Please print clearly. All information must be current)

APPLICANT: 20 Mianus LLC c/o Leslie Needham

ADDRESS: 14 Mianus River Road, North Castle, NY 10506

PHONE: (917) 664-7967 **MOBILE:** (917) 664-7967 **EMAIL:** jneedham@needhampartners.com

PROPERTY OWNER: SAME

ADDRESS: 14 Mianus River Road, North Castle, NY 10506

PHONE: (917) 664-7967 **MOBILE:** (917) 664-7967 **EMAIL:** jneedham@needhampartners.com

Tree Company: Westchester Tree Life

ADDRESS: 480A King Street, Chappaqua, NY 10514

PHONE: (914) 238-0069 **MOBILE:** _____ **EMAIL:** westchestertreelife@aol.com

Section III- REGULATED ACTIVITY: (Check all that apply)

Removal of a tree within a property's regulated setback zone or landscaped buffer zone.

Removal of a significant tree.

Removal of any tree in the wetlands, within clearing lines, or conservation easements.

Clearing/Thinning.

Removal of any tree within the right of way.

Removal in any calendar year of more than ten (10) trees on any lot.

Section IV- DESCRIPTION OF WORK: (Please include how many trees will be removed)

Removal of two trees: one black birch tree and one (already dead) elm tree .

Section V- FUTURE PLANS:

Do you have any intention of tearing down the house to build a new house within the next six (6) months. Yes No

Town of North Castle Building Department

Section V- FUTURE PLANS: (Continued)

Do you have any intention to expand the house over 1500 square feet within the next six (6) months? Yes No

Section VI- RESTRICTION:

Is there any conservation easements on your deed? Yes No

Section VII- PERMIT FEES: (\$50 application fee and a \$25 Certificate of Compliance fee)

Section VIII- APPLICANT CERTIFICATION

I hereby certify that I have read the instructions & examined this application and know the same to be true & correct. All provisions of laws & ordinances covering this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or land use or the performance of construction.

Signature: [Signature] Date: 11/09/2020

Section IX- AFFIDAVIT OF OWNER AUTHORIZATION: (To be notarized)

STATE OF NEW YORK }
COUNTY OF WESTCHESTER } SS:

The applicant _____ has proper consent from said owner to make this application as submitted and said owner agrees to all terms and conditions placed upon same.

Owner's Name (PRINT) _____ Owner's Signature _____

Sworn to before me this _____ day of _____, 20_____

OFFICE USE ONLY - DO NOT WRITE BELOW THIS LINE

Zone: _____ Section: _____ Block: _____ Lot: _____

Building Department Checklist:

Does this permit require RPRC approval? Yes No

Has a plan delineating all improvements, site grading and disturbance proposed on the subject property. Yes No

GC License Work. Comp. Liability. Ins. Disability Two sets of documents

Permit Fee \$75.00 Payment type: Check #: _____ Cash

Name on check: _____ Received By: _____ Date: _____

Reviewed By: _____ Date: _____

Building Inspector Approval: _____ Date: _____

Conditions: _____



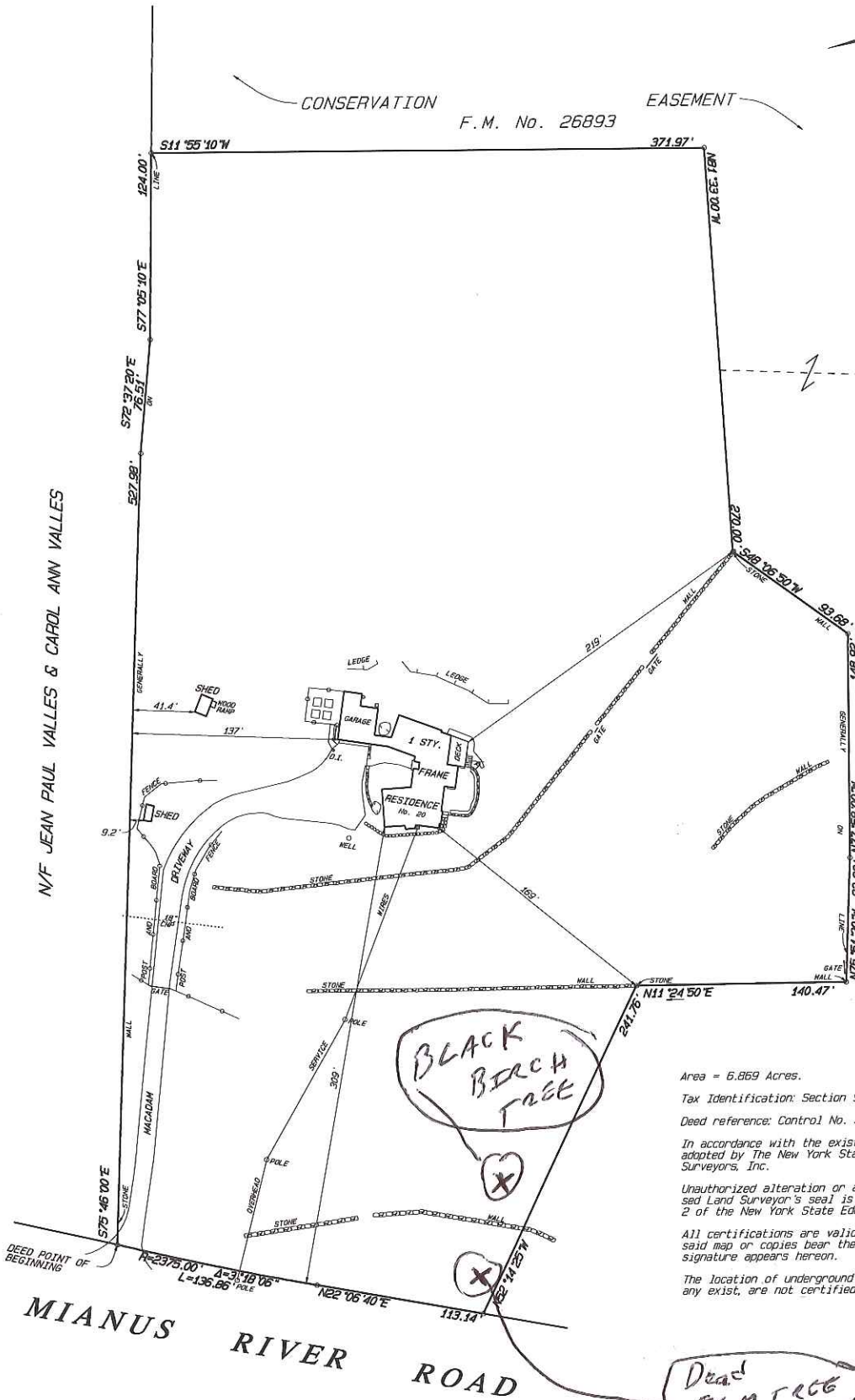
CONSERVATION

EASEMENT

F.M. No. 26893

N/F JEAN PAUL VALLES & CAROL ANN VALLES

LOT 1
"SUBDIVISION OF PROPERTY PREPARED FOR
WILLIAM G. FOLKE, JR. AND WENDY R. FOLKE, ETC."
FILED NOVEMBER 21, 2001 AS MAP NO. 26893



Area = 6.869 Acres.

Tax Identification: Section 96.3 Block 1 Lot 22.

Deed reference: Control No. 572843270.

In accordance with the existing Code of Practice for Land Surveys as adopted by The New York State Association of Professional Land Surveyors, Inc.

Unauthorized alteration or addition to a survey map bearing a Licensed Land Surveyor's seal is a violation of Section 7209, Subdivision 2 of the New York State Education Law.

All certifications are valid for this map and copies thereof only if said map or copies bear the impressed seal of the surveyor whose signature appears hereon.

The location of underground improvements or encroachments hereon, if any exist, are not certified or shown.

BLACK BIRCH TREE

Dead ELM TREE

MIANUS RIVER ROAD

SURVEY OF PROPERTY
PREPARED FOR
20 MIANUS LLC
SITUATE IN THE
TOWN OF NORTH CASTLE
WESTCHESTER COUNTY, NEW YORK

SURVEYED: JUNE 13, 2018
MAP PREPARED: JULY 13, 2018

BY:
NEW YORK STATE LICENSED LAND SURVEYOR NO. 49749
STEPHEN T. JOHNSON, P.L.S.

SCALE: 1" = 50'

REF. NO. F98-098

H. STANLEY JOHNSON AND COMPANY
LAND SURVEYORS, P.C.
42 SMITH AVENUE P.O. BOX 93
MT. KISCO, N.Y. 10549
TEL. 914-241-3872
FAX. 914-241-0438

PREPARED BY: SMS CHECKED BY: STJ

JOB NO. F18-043_SURVEY

Westchester
gov.com

George Latimer
Westchester County Executive

James Maisano
Director, Consumer Protection

Department of Consumer Protection Home Improvement License

WESTCHESTER TREE LIFE INCORPORATED
480-A KING STREET
CHAPPAQUA, NY-10514

This license is issued in accordance with Article XVI of the Westchester County Consumer Protection Code and is valid only upon presence of the official department seal.

License Number
WC-05532-H93

Date of Expiration
09/13/2021






**CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW**

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

<p>1a. Legal Name & Address of Insured (use street address only) WESTCHESTER TREE LIFE INC</p> <p>480-A KING STREET CHAPPAQUA, NY 10514</p> <p><i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</i></p>	<p>1b. Business Telephone Number of Insured 914-238-0069</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number 133467594</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of North Castle 17 Bedford Road Armonk, NY 10504</p>	<p>3a. Name of Insurance Carrier ShelterPoint Life Insurance Company</p> <p>3b. Policy Number of Entity Listed in Box "1a" DBL399628</p> <p>3c. Policy effective period <u>01/01/2020</u> to <u>12/31/2021</u></p>

4. Policy provides the following benefits:
- A. Both disability and paid family leave benefits.
 - B. Disability benefits only.
 - C. Paid family leave benefits only.
5. Policy covers:
- A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
 - B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 10/7/2020 By 
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

**State of New York
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. **Insurance brokers are NOT authorized to issue this form.**



CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 133467594
LEVITT FUIRST ASSOCIATES LTD
520 WHITE PLAINS RD 2ND FLR
TARRYTOWN NY 10591



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER WESTCHESTER TREE LIFE INC 480-A KING STREET CHAPPAQUA NY 10514		CERTIFICATE HOLDER TOWN OF NORTH CASTLE 17 BEDFORD ROAD ARMONK NY 10504	
POLICY NUMBER W 823 778-6	CERTIFICATE NUMBER 657136	POLICY PERIOD 04/26/2020 TO 04/26/2021	DATE 10/7/2020

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 823 778-6, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS POLICY DOES NOT COVER CLAIMS OR SUITS THAT ARISE FROM BODILY INJURY SUFFERED BY THE OFFICERS OF THE INSURED CORPORATION.

WILLIAM R DAVIES - PRESIDENT
REMINGTON ARNOLD - VICE PRESIDENT
OF WESTCHESTER TREE LIFE INC

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND



DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 827910637



WESTTRE-01

JBRUNO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/7/2020

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).

PRODUCER Levitt-Fuirst Associates, LTD 520 White Plains Road 2nd Floor Tarrytown, NY 10591	CONTACT NAME:		
	PHONE (A/C, No, Ext): (914) 457-4200	FAX (A/C, No): (914) 457-4200	
	E-MAIL ADDRESS: info@levittfuirst.com		
	INSURER(S) AFFORDING COVERAGE	NAIC #	
	INSURER A : Nova Casualty Company	42552	
	INSURER B : New York State Insurance Fund	36102	
	INSURER C : ShelterPoint	81434	
	INSURER D :		
	INSURER E :		
	INSURER F :		

INSURED
Westchester Tree Life Inc.
480-A King Street
Chappaqua, NY 10514

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	COMMERCIAL GENERAL LIABILITY			ARBML100009305	4/26/2020	4/26/2021	EACH OCCURRENCE \$ 1,000,000			
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000			
	<input checked="" type="checkbox"/> Contractual Liab						MED EXP (Any one person) \$ 5,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:									PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC									GENERAL AGGREGATE \$ 2,000,000
	OTHER:									PRODUCTS - COMP/OP AGG \$ 2,000,000
										\$
										\$
A	AUTOMOBILE LIABILITY			ARBML100009305	4/26/2020	4/26/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000			
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$			
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$			
										PROPERTY DAMAGE (Per accident) \$
										\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			ARBUM100002305	4/26/2020	4/26/2021	EACH OCCURRENCE \$ 5,000,000			
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000			
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$			
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			08237786	4/26/2020	4/26/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER			
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 1,000,000			
	If yes, describe under DESCRIPTION OF OPERATIONS below									E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
										E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Disability			D399628	1/1/2020	12/31/2021	Statutory Limits			
A	Scheduled Equipment			ARBML100009305	4/26/2020	4/26/2021	Ded \$1,000/Limit 890,863			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Leslie and John Needham 14 Mianus River Road Bedford, NY 10506
Town of North Castle - is included as Additional Insured for covered operations of the named insured

CERTIFICATE HOLDER

CANCELLATION

Town of North Castle
17 Bedford Road
Armonk, NY 10504

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY EXTRA ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY,

Paragraph 2. **Exclusions** is amended as follows:

1. EXPECTED OR INTENDED INJURY EXTENSION

Paragraph a. **Expected Or Intended Injury** is deleted and replaced by the following:

- a. "Bodily Injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

2. NON-OWNED WATERCRAFT EXTENSION

Subparagraph (2) of g. **Aircraft, Auto Or Watercraft** is deleted and replaced by the following:

(2) A watercraft you do not own that is:

- a. Less than 52 feet long; and
- b. Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess, or contingent.

3. PROPERTY SOLD OR ABANDONED BY YOU

Subparagraph (2) of j. **Damage To Property** is deleted and replaced by the following:

- (2) Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises, and occurred from hazards that were known by you or should have reasonably been known by you at the time the property was sold, given away or abandoned.

4. The last paragraph of 2. Exclusions is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with the permission of the owner, when the damage is caused by fire, lightning, explosion, smoke or leaks from automatic fire protective systems. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

B. ADDITIONAL INSURED

1. SECTION II – WHO IS AN INSURED is amended to include, as an additional insured, any person(s) or organization(s) for whom a written contract or written agreement between you and such person(s) or organization(s) exists and requires such person(s) or organizations(s) to be added as an additional insured to your Policy, but only for liability arising out of "bodily injury", "property damage", or "personal and advertising injury".

a. This endorsement applies only if the written contract or written agreement is:

- (1) Currently in effect or becomes effective during the term of this Policy; and
- (2) Executed prior to the "bodily injury", "property damage", or "personal and advertising injury".

b. The insurance afforded to such additional insured only:

- (1) Applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

2. The insurance provided to the additional insured by this endorsement applies as follows:

a. The person(s) or organization(s) is an additional insured but only for liability caused in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In connection with premises owned by or rented to you; or
- (2) In the performance of your ongoing operations.

COMMERCIAL GENERAL LIABILITY

- b. If the additional insured is an architect, engineer, or surveyor, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services including:
- (1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
 - (2) Supervisory, inspection, or engineering services.
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.
- c. If the additional insured is a lessor of equipment, this insurance only applies to liability caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such additional insured and does not apply to any "occurrence" which takes place after the equipment lease expires.
- d. If the additional insured is a state or governmental agency or political subdivision and has issued a permit in connection with premises you own, rent, or control, this insurance applies only with respect to the following hazards for which the state or political subdivision has issued such permit:
- (1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decoration and similar exposures;
 - (2) The construction, erection, or removal of elevators; or
 - (3) The ownership, maintenance, or use of any elevators covered by this insurance.
- e. If the additional insured is a state or governmental agency or political subdivision that has issued a permit or authorization with respect to operations performed by you or on your behalf, then this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or "bodily injury", or "property damage" included within the "products-completed operations hazard".
- f. If the additional insured is a manager or lessor of insured premises, that person or organization is an additional insured only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.
This insurance does not apply to:
- (1) Any "occurrence" that 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 manager or lessor of insured premises.
- g. If the additional insured is a grantor of a franchise, that person(s) or organization(s) is only an additional insured with respect to liability as grantor of a franchise to you.
- h. If the additional insured is an owner or has some other interest in land that has been leased to you, that person(s) or organization(s) is only an additional insured with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.
This insurance does not apply to:
- (1) Any "occurrence" that takes place after you cease to lease that land;
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of the owner or other interest from whom land has been leased.
- i. If the additional insured is a mortgagee, assignee, or receiver, that person(s) or organization(s) is only an additional insured with respect to their liability as such and arising out of the ownership, maintenance or use of the premises by you.
This insurance does not apply to structural alterations, new construction or demolition operations performed by or for that mortgagee, assignee, or receiver.
- j. If the additional insured has a controlling interest, that person(s) or organization(s) is an additional insured but only for their liability arising out of:
- (1) Their financial control of you; or
 - (2) Premises they own, maintain or control while you lease or occupy those premises.
- This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that controlling interest.
- k. If the additional insured is a vendor, that person(s) or organization(s) is only an additional insured 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, but only if this Policy provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) This insurance afforded to 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, except when unpacked under the instructions of the manufacturer for the sole purpose of inspection, demonstration, testing or the substitution of parts and then repackaged in the original container;
 - (e) Any failure by the vendor to make inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of "your products";
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of "your products";
 - (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) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in subparagraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of "your products".
- (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. With respect to the insurance afforded to an additional insured as provided in Paragraphs **B.1.** and **B.2.** above, the most we will pay on behalf of the additional insured is the amount of insurance:
- a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

With respect to the insurance afforded to an additional insured as provided in paragraphs **B.1.** and **B.2.** above, this insurance shall not increase the applicable Limits of Insurance shown in the Declarations.

If an Additional Insured endorsement is attached to this Policy that specifically names a person or organization as an insured, then the above Paragraph **B. ADDITIONAL INSURED**s does not apply to such person(s) or organization(s).

4. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4. Other Insurance,** is amended to include:

As respects the coverage provided by this endorsement, regardless of whether other insurance is available to an additional insured on a primary basis, this insurance will be primary and noncontributory if a written contract between you and the additional insured specifically requires that this insurance be primary and noncontributory.

- C. **SECTION II – WHO IS AN INSURED** is amended as follows:
BROADENED NAMED INSURED

Paragraph 3. is deleted and replaced by the following:

3. Any business entity organized under the laws of the United States of America (including any state thereof, its territories or possessions), or Canada (including any province thereof) will qualify as a Named Insured if there is no similar insurance available to that business entity, provided that one or more Named Insureds shown in the Declarations have, at the inception of the policy period, an ownership interest in such business entity of more than 50%. However, if a Named Insured has an ownership interest in a business entity of more than 50%, the business entity will not be a Named Insured if such business entity is an insured under any other liability policy or would be an insured under such policy but for its termination or the exhaustion

of its Limit of Insurance.

D. Paragraph 6. of **SECTION III – LIMITS OF INSURANCE** is deleted and replaced by the following:
 Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under **SECTION I – COVERAGES, COVERAGE A** for damages because of “property damage” to any one premises while rented to you, or temporarily occupied by you with permission of the owner, when the damage is caused by fire, lightning, explosion, smoke, or leaks from automatic fire protective systems.

E. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** are amended as follows:

1. **KNOWLEDGE AND NOTICE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT**

The notification requirements of Paragraphs 2.a. and 2.b. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** apply only when the “occurrence”, offense, claim or “suit” is known to:

- a. You, if you are an individual;
- b. A partner or member if you are a partnership or joint venture;
- c. An officer or director if you are an entity other than a partnership, joint venture or limited liability company;
- d. A member or manager if you are a limited liability company; or
- e. An insurance manager, risk manager or other “employee” you designate prior to loss to give notice to us.

Knowledge of an “occurrence”, offense, claim, or “suit” by your agent, servant or “employee” shall not in and of itself constitute knowledge by you unless an individual in one of the positions listed above has actual knowledge.

2. **FAILURE TO DISCLOSE HAZARDS**

The following is added to Paragraph 6. **Representations**:

If you unintentionally failed to disclose all hazards or prior “occurrences” existing at the inception of this Policy, but reported such error or omission to us as soon as practicable after discovery, then we will not deny coverage under this Coverage Part because of such failure.

This provision does not affect our right to collect any additional premium or exercise our right of cancellation or non-renewal.

3. **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

The following is added to paragraph 8. **Transfer Of Rights of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization when such waiver is required by a written contract that you have agreed to prior to any “occurrence”, “suit” or the offense which caused the “bodily injury”, “property damage” or “personal and advertising injury”, provided that the “occurrence”, “suit” or the offense which caused the “bodily injury”, “property damage” or “personal and advertising injury” arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

F. **SECTION V – DEFINITIONS** is amended as follows:

1. **BODILY INJURY**

The definition of “bodily injury” in Paragraph 3. is deleted and replaced by the following:

“Bodily injury” means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

2. **PERSONAL AND ADVERTISING INJURY**

The definition of “personal and advertising injury” in Paragraph 14.b. is deleted and replaced by the following:

Abuse of process; and malicious prosecution;

All other terms and conditions of the policy remain unchanged.

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
WHERE REQUIRED BY WRITTEN CONTRACT EXECUTED PRIOR TO THE DATE OF LOSS	
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.