

(April 15, 2014 Draft)

**WORKFORCE DEVELOPMENT
PROGRAM AGREEMENT**

(TID NO. 78)

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THIS AGREEMENT is made as of the 1st day of May, 2014 by and between the CITY OF MILWAUKEE, a Wisconsin municipal corporation (“City”) and WISCONSIN REGIONAL TRAINING PARTNERSHIP, INC., a Wisconsin non-stock corporation working in cooperation with BIG STEP, (“WRTP”).

WITNESSETH

WHEREAS, In Common Council Resolution File No. 121429, adopted April 30, 2013, City’s Common Council approved the Project Plan for Tax Incremental District No. 78 (“TID No. 78”) in order to provide for the funding of certain TID No. 78 project costs;

WHEREAS, City and the Northwestern Mutual Insurance Company (“NM”) have entered into a Cooperation and Development Agreement (The Northwestern Mutual Insurance Company Project) dated as of December 1, 2013 (the “Development Agreement”); and

WHEREAS, In the Development Agreement City and NM have agreed upon the basic terms for the development of property located upon and adjacent to 800 East Wisconsin Avenue, Milwaukee, Wisconsin (the “Site”) and NM has agreed to undertake the demolition of the outdated East Building located on the Site and the construction of a new office building complex, containing not less than 1,114,000 square feet which is anticipated to be between 30 and 35 stories in height, at an estimated cost of \$350 to \$400 million (the “Office Project”); and

WHEREAS, City is undertaking the Gateway Project in the area surrounding the Site in order to upgrade public infrastructure serving the Site and surrounding area as well as to create

necessary connections to the Hoan Bridge Project being undertaken by the Wisconsin Department of Transportation (“WISDOT”); and

WHEREAS, WRTP is a non-profit employment and training organization which develops services and training programs for area employers to assist in the expansion of employment and advancement opportunities for new and current workers; and

WHEREAS, WRTP currently has contracts with WISDOT, the Milwaukee metropolitan Sewerage District and Milwaukee County to provide job training and employment services similar to the Workforce Development Program which will be undertaken pursuant to this Agreement in order to provide and train workers for the Project; and

WHEREAS, WRTP has approved this Agreement and authorized its execution.

NOW, THEREFORE, in consideration of the premises and the mutual obligations hereunder, City and WRTP hereby covenant and agree as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

1.1 Definitions.

In addition to the words and terms elsewhere defined in this Agreement, the following words and terms when used in this Agreement shall have the following meanings:

“**Agreement**” means this Workforce Development Program Agreement, as the same may be from time to time modified, amended or supplemented.

“**Assess**” means to personally interview participants in the Program and develop an individual case file including a WRTP Program Application, a written assessment and recommendation for placement on a career track through referral to a Career Pathway/Training program or referral to a Community Workforce Partner for services.

“BIG STEP” means BIGSTEP, Inc.

“Budget” means a budget for the Program attached as Exhibit “A.”

“Career Pathway/Training” means for an individual Program participant to be engaged/re-engaged in employment related training/preparation activity; i.e., apprenticeship prep/tutoring, ELCS industry skills training, or trades sponsored training/certification.

“City” means the City of Milwaukee, Wisconsin, a Wisconsin municipal corporation.

“Commissioner” means City’s Commissioner of City Development.

“Common Council” means City’s Common Council.

“Community Workforce Partner” means the following organizations: Northcott Neighborhood House, Milwaukee Christian Center, Milwaukee Community Service Corp., Wisconsin Community Services, Legal Action of Wisconsin, the Center for Self Sufficiency, Milwaukee Urban League, and the Seasonal Workforce Coalition.

“DOA” means City’s Department of Administration.

“ELCS” means WRTP’s Entry-Level Construction Skills program described on Exhibit “B.”

“ETO” means WRTP’s fiscal and data tracking system, which will be used to maintain records pertaining to Program participants.

“First Source” means City’s First Source Recruitment Program as described in the Human Resources Agreement.

“Force Majeure” means delays caused by adverse weather, acts of God, labor disputes, material shortages, terrorism, civil unrest, concealed and unknown site conditions and other causes outside of the control of the Party obligated to perform.

“**FTE**” means any regular, full-time position, or the equivalent thereof, where an employee is required, as a condition of employment, to work at least 40 hours per week and at least 2080 hours per year, including paid leave and holidays, and for which the employee receives pay that is equal to at least 150% of the federal minimum wage.

“**Gateway Project**” means the construction and reconstruction of streets, and associated utility work, pedestrian improvements and streetscaping more explicitly described in Section II.A of the TID Project Plan.

“**General Contractor**” means _____.

“**Human Resources Agreement**” means an Agreement between City and NM dated as of December 1, 2013 in the form attached to the Development Agreement.

“**Intake**” means initial contact with prospective participants in the Program through attendance at an orientation program, community outreach program, direct hire or recruitment event or through a direct referral by a Community Workforce Partner.

“**MAWIB**” means the Milwaukee Area Workforce Investment Board.

“**NM**” means The Northwestern Mutual Life Insurance Company.

“**NM Project**” means the Office Project described in the Development Agreement.

“**Party**” means either City or NM, as the context may require.

“**Parties**” means City and NM.

“**Place**” means placement of a Program participant into employment in an apprentice, journey worker or non-apprenticeship classification, as evidenced by a VOE confirming not less than forty-five (45) days FTE employment within a six (6) month period.

“**Program**” means the Workforce and Business Development Program referenced in the TID Project Plan and provided for in this Agreement.

“Program Funding” means funding from TID No. 78 in the amount of \$500,000.00.

“Project” means collectively the Office Project and the Gateway Project.

“Project Training Plan” means a written analysis of the training programs which will be necessary to meet the workforce requirements for the Project identified in the Project Work Plan.

“Project Work Plan” means a written analysis setting forth the number of workers from each trade necessary for construction of the Project and the approximate times they will be needed on the site for construction activities.

“RPP” means City’s Resident Preference Program.

“TID No. 78” means Tax Incremental District No. 78, created by Common Council Resolution No. 121429 on April 30, 2013.

“TID Project Plan” means the Project Plan for Tax Incremental Financing District No. 78 (The Northwestern Mutual Life Insurance Company), approved by City’s Common Council in order to provide for certain costs of the Office Project, the Gateway project and the Workforce and Business Development Program.

“VOE” means written verification of employment in a form reasonably acceptable to DOA.

“WRTP” means, collectively, WRTP/BIG STEP, a collaboration between Wisconsin Regional Training Partnership, Inc. and BIGSTEP, Inc.

1.2. Rules of Construction.

Unless the context clearly indicates to the contrary, the following rules shall apply to the construction of this Agreement:

- (a) Words importing the singular number shall include the plural number and vice versa.

(b) The captions and headings herein are solely for convenience of reference only and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.

(c) Words of the feminine and masculine genders shall be deemed and construed to include correlative words of the opposite gender and neuter genders, and words of the neuter gender shall be deemed and construed to include correlative words of the masculine and feminine genders.

ARTICLE II

BACKGROUND

WRTP shall act as the lead entity to develop and implement the Program, which constitutes the workforce development component of the Project. In collaboration with City, and in partnership with contractors and related trades, WRTP will provide NM with assistance in meeting the overall workforce needs of the Project and meeting the objective of 40% RPP participation on construction of the Project. As a strategic partner of NM and its team for the Project, WRTP will provide leadership and expertise at all phases of the Project construction. WRTP will also serve as the First Source agent for the Project and in such capacity, act as broker with the construction trades and contractors to ensure the Project has access to skilled and qualified workers to meet workforce demands. WRTP has a long standing partnership with the construction industry in such capacity and further has developed the ability to ensure workforce objectives of all parties are met related to performance and community impact.

WRTP will conduct a workforce needs assessment with NM and NM's construction industry partners to identify the specific needs for and availability of workers to meet demand and workforce participation goals for the Project. WRTP will work cooperatively with NM, City, the General Contractor, Associated General Contractors, other construction industry contractor associations, and the Milwaukee Building & Construction Trades Council to facilitate relationships to share key information and to create the Project Work Plan to ensure implementation of employment and training strategies that are responsive to the needs of all Project participants.

WRTP will prepare the Project Training Plan in consultation with MAWIB and DOA and implement an integrated multi-phase workforce strategy to respond to job needs created by the Project. WRTP operates ELCS, the Entry Level Construction Skills training program. ELCS is operated in tiers to provide a career pathways approach to address the demands of the construction industry and provide prospective employees with the required knowledge, skills, competencies, and certifications to secure employment and advancement within the construction industry. The overall goal of the Program will be to connect 350 individuals to a career pathway in the construction trades and to Place 150 individuals into employment on the Project.

WRTP will provide construction industry designed career preparation and skills training, credentialing, and certification as needed to ensure the Project has access to a skilled, qualified, and diverse workforce. WRTP will provide ELCS training to current workers, laid off or

unemployed apprentices and journey workers, and new workers seeking to gain employment and careers in the construction trades.

WRTP and the ELCS program are aligned with the State of Wisconsin Registered Apprenticeship System and Public Workforce Investment System, and validated and recognized by the construction industry. WRTP is the designated training provider for ELCS and utilizes a trade specific curriculum as well as the Multi-Craft Core Curriculum (MC3) for the delivery of skills training and credentials. As determined by Project labor force demand, WRTP will implement both general industry preparation skills training and trade specific training and prep programs. WRTP will utilize all phases of ELCS for the Project to meet workforce needs and to maximize Program impact.

WRTP, in collaboration with the Milwaukee Building and Construction Trades Council, MAWIB and Community Workforce Partners, will undertake outreach efforts and recruit City residents who are unemployed, underemployed due to economic conditions or who lack necessary skills. In addition to recruiting workers for the Project, WRTP will assist individual construction trades and contractors in developing strategies to identify and assist current workers with needed skill upgrades and other necessary support.

The identification and recruitment of individuals with previous experience and skills in the construction industry will also be an important component of the Program. Working with the construction and trades and other Project participants, WRTP will serve as a central connection point for City residents to participate in general orientation sessions and specialized construction recruitment programs for individual trades. WRTP will utilize social media, community and public networks, and traditional community education and outreach to promote employment and career opportunities on the Project. Over the course of the Project, WRTP anticipates Assessing over 500 Program participants.

WRTP has a standard set of assessment services to prepare individuals for training programs. Each individual Program participant will be assessed utilizing a standard menu of assessment and career planning tools, including: (i) assessment to determine goals, interests, abilities and potential barriers to employment; (ii) orientation to working conditions; (iii) Test for Adult Basic Education (TABE) assessment; (iv) Accuplacer Test; and (v) Mod-U-Math Exam. The foregoing will be coupled with individual interviews to review applications, test scores, career interests, employment history, compatibility with the construction industry, and to evaluate each participant's attitude, aptitude, physical fitness, ability to pass a drug test and overall work ethic.

WRTP utilizes a construction industry engaged model in the selection and placement of candidates into training and employment tracks. WRTP programs are based on eligibility and qualification requirements determined by the construction industry and those standards are applied to skills training programs and direct re-employment opportunities. WRTP will recruit Assess, and select candidates based on each construction trade's standards and implement a career pathway approach to ensure Program participants are placed at an appropriate starting point which leads to skills acquisition, apprenticeship qualification, and Placement.

Placement on the Project will be determined by the availability of work. WRTP will implement recruitment, preparation, and Placement activities to coincide with construction industry demands for various phases of Project construction. Individuals who participate in other WRTP programs are typically placed within 30 days of successful completion, and often immediately upon completion. Based on anticipated Project workforce demands, WRTP anticipates rapid Placement of skilled returning workers as well as new entrants. WRTP will also facilitate informal mentoring assistance to promote retention of new and existing employees, thereby ensuring that those Placed in employment sustain their attachment to the labor force and advance in their chosen fields. Specifically, as Program participants move into apprenticeships, WRTP will work with Joint Apprenticeship Committees to offer assistance to those who are at risk of cancellation.

ARTICLE III

WRTP RESPONSIBILITIES

During the term of this Agreement WRTP shall:

1. File the Project Work Plan with DOA within ninety (90) days following execution of this Agreement and file the Project Training Plan with DOA within sixty (60) days of filing the Project Work Plan. .
2. Evaluate not less than 1,000 prospective Program participants through various Intake programs and efforts. All prospective Program participants eligible for RPP certification shall be certified as part of the Intake process.
3. Assess not less than 500 Program participants.
4. Undertake Career Pathway/Training programs for not less than 350 Program participants.
5. Place not less than 150 Program participants.
6. Work cooperatively with MAWIB and Community Workforce Partners in meeting the foregoing requirements. Copies of all agreements with MAWIB and Community Workforce Partners for implementation of the Program shall be provided to DOA.
7. Comply with all Program reporting requirements under Article V and appear before City's Community and Economic Development Committee, as requested. to provide Program progress reports.
8. Expend no more than ten percent (10%) of the funds disbursed hereunder on Program administration.

ARTICLE IV

CITY RESPONSIBILITIES

During the term of this Agreement, City shall:

1. Assist WRTP in the preparation, review and implementation of the Project Work Plan and Project Training Plan.
2. In cooperation with MAWIB, under the existing City/MAWIB Cooperation Agreement, review and approve training vouchers to assure that training for Program participants is consistent with the Project Training Plan and provides workers with an identified job opportunity on the Project.
3. (Additional responsibilities to be inserted.)

ARTICLE V

REPORTING

[Article V, with attachments, to be provided by MAWIB and DOA.]

ARTICLE VI

TERM

The term of this Agreement shall commence upon execution of this Agreement and terminate upon substantial completion of the Project.

ARTICLE VII

DISBURSEMENTS

Program Funding shall be disbursed in accordance with procedures specified by DOA. Disbursements shall be structured as follows:

1. \$50,000 – Upon execution of this Agreement.
2. \$225,000 – Through the issuance of training vouchers to fund training of Program participants in accordance with the Project Training Plan.
3. \$225,000 – To be disbursed as Program participants are Placed, in the amount of \$1,500 per participant. 50% to be disbursed upon commencement of employment and 50% upon filing of the VOE for each Program participant Placed.

ARTICLE VIII

COVENANTS: BINDING UPON SUCCESSORS IN INTEREST, PERIOD OF DURATION

It is intended and agreed that the covenants of WRTP provided in this Agreement shall be binding to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by City, against WRTP or any successor to WRTP's interest in this Agreement. Notwithstanding an earlier termination date, WRTP's obligation to file Employment Reports under Article V shall survive any termination of this Agreement until the filing of a final Program Report.

ARTICLE IX

DEFAULT PROVISIONS

If either Party shall default in the performance or observance of any of the covenants, agreements or conditions on the part of such Party set forth in this Agreement and the continuance thereof for thirty (30) days following receipt of written notice from the other Party specifying such default and requesting that it be corrected; it is hereby defined as and declared to be and to constitute an "Event of Default" under and for purposes of this Agreement.

ARTICLE X

REMEDIES

If an Event of Default shall occur, and after notice and the applicable period to cure as provided in this Agreement, the aggrieved Party may pursue any available remedy, either at law or in equity, against the Party in default, including but not limited to withholding disbursement of payments provided for in this Agreement.

ARTICLE XI

INSURANCE

WRTP shall provide, or cause to be provided, general liability insurance in the types and amounts set forth on **Exhibit "C"** attached hereto and made a part of this Agreement. WRTP shall furnish City a certificate or certificates of insurance naming City as additional insured with respect to the insurance provided pursuant to this section. Each such certificate shall provide that the insurance company will furnish City with a thirty (30) day written notice of cancellation, non-renewal or material change.

ARTICLE XII

INDEMNIFICATION

WRTP agrees to indemnify and hold harmless City, its officers, employees, officials and agents (collectively, the “Indemnified Parties”) from and against any and all losses, claims, damages, expenses and all suits in equity or actions at law (including reasonable counsel fees) and liabilities arising from, in connection with, or as a result of any actions of WRTP undertaken pursuant to this Agreement. Nothing in the foregoing indemnity shall protect the Indemnified Parties against their own default, negligence, willful acts or misconduct.

ARTICLE XIII

FORCE MAJEURE

Neither Party to this Agreement, nor such Party’s successor in interest, shall be considered in breach or default of its obligations under this Agreement in the event of Force Majeure applicable to that Party. The time for the performance of an obligation under this Agreement which is subject to Force Majeure shall be extended by a period of time commensurate with the nature of the event of Force Majeure or as otherwise mutually agreed by WRTP and City.

ARTICLE XIV

CONFLICT OF INTEREST: REPRESENTATIVES NOT INDIVIDUALLY LIABLE

No official, agent or employee of City shall have any personal financial interest, direct or indirect, in this Agreement, nor shall any such official, agent or employee participate in any decision relating to this Agreement which affects such person’s personal interests or the interests of any corporation, partnership or association in which such person is, directly or indirectly, interested. No official, agent or employee of City shall be personally liable to WRTP, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to WRTP under the terms of this Agreement.

ARTICLE XV

RECORDS

A. WRTP shall keep accurate, full and complete books and accounts with respect to the costs of implementing the Program and shall include a provision in all its contracts requiring its contractors and subcontractors to do the same. All such books and accounts shall be maintained in accordance with generally accepted accounting principles consistently applied, and shall be kept for a period of seven (7) years subsequent to the termination of this Agreement.

B. City’s Comptroller shall have the right, upon reasonable notice to WRTP, its contractors or subcontractors as the case may be, to examine the books and accounts of WRTP, its contractors or subcontractors relating to the Program during normal business hours.

ARTICLE XVI

NOTICES

Any written notice required to be sent to any Party shall be forwarded to the following, as applicable:

City:

City of Milwaukee
200 East Wells Street
Milwaukee, WI 53202
Attn: Department of Administration

With a copy to:

Office of City Attorney
800 City Hall
200 East Wells Street
Milwaukee, WI 53202

WRTP:

Wisconsin Regional Training Partnership
3841 West Wisconsin Avenue
Milwaukee, WI 53208
Attn: President/CEO

ARTICLE XVII

LIMITATION OF WAIVERS

If any term contained in this Agreement is breached by either Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive the same or other or any future breach under this Agreement on any other occasion. No remedy conferred upon or reserved to either Party is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement. No delay or omission to exercise any right or power occurring upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof but any such right or power may be exercised from time to time and as often as may be deemed expedient. To entitle either Party to exercise any remedy reserved or available to it, it shall not be necessary to give any notice other than such notice as may be expressly required by this Agreement.

ARTICLE XVIII

AMENDMENTS

This Agreement shall not be amended, changed, modified, altered or terminated without the written consent of City and WRTP.

ARTICLE XIX

SUCCESSORS

The provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties.

ARTICLE XX

GOVERNING LAW AND TERMINATION

The laws of the State of Wisconsin shall govern this Agreement. This Agreement shall terminate on the Termination Date.

ARTICLE XXI

SEVERABILITY

If any provision of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, in all cases where such provision conflicts with any other provision or provisions hereof or any constitution, statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections of this Agreement shall not affect the remaining portions of this Agreement, or any part thereof.

ARTICLE XXII

CAPTIONS

The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or extent of any of the provisions of this Agreement.

ARTICLE XXIII

APPROVALS

Whenever in this Agreement the consent or approval of City is required or the discretion of City may be exercised, the Commissioner shall have the authority to provide such consent or approval or to exercise such discretion. Any and all approvals and consents required of either

Party hereunder shall not be unreasonably withheld or unduly delayed and shall be granted or withheld consistent with the agreements of the Parties set forth in this Agreement.

ARTICLE XXIV

COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument. Either Party may execute this Agreement by facsimile; provided that the Party provides an original of the facsimile signature to the other Party within five (5) calendar days of transmission of the facsimile signature.

ARTICLE XXV

CONFIDENTIALITY

The Parties shall use their best efforts to take all necessary or appropriate measures in good faith to maintain the confidentiality of any proprietary information either Party may receive about the other Party during the course of this Agreement. This obligation shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

**WISCONSIN REGIONAL
TRAINING PARTNERSHIP**

CITY OF MILWAUKEE

By: _____
Earl Buford, President/CEO

Tom Barrett, Mayor

James R. Owczarski, City Clerk

COUNTERSIGNED:

Martin Matson, Comptroller

1050-2012-943:202370

EXHIBIT A

(Exhibit A consists of the Program Budget.)

EXHIBIT “B”

Under the umbrella of its Entry-Level Construction Skills (ELCS) program, WRTP is able to help Program participants at all points on their career pathways to advance. The following ELCS modules can be tailored by trade and classification and also have flexibility in terms of delivery, location, and levels taught:

- **ELCS 1** is an exposure course that targets those who are unfamiliar with the construction industry, but who want to learn more about it, or eventually advance in the sector. This non-credentialed exploratory module provides Program participants an introduction to the trades and the world of work. It includes WRTP’s youth programs; youth build curriculums and trainings, Community Workforce Partner pre-training programs and incorporates the need to develop a GED prep lab. ELCS 1 also provides Community Workforce Partners the opportunity to learn more about the industry.
- **ELCS 2** is for those Program participants who meet minimum requirements for training. The primary goal of ELCS 2 is to provide basic construction job training and qualify participants for an apprenticeship program.
- **ELCS 3** is for qualified apprenticeship candidates who have not yet been hired by an employer in order to begin an apprenticeship. WRTP is currently working with the building trades to develop a process for participants to receive knowledge validation to receive advance standing and credit towards the Apprenticeship Program and/or Technical College.
- **ELCS 4** is the most advanced ELCS module and targets current journey workers or apprentices. ELCS 4 helps upgrade these experienced workers’ skills, particularly as they relate to the new skills in the green economy.

EXHIBIT "C"

(Insurance)



CERTIFICATE OF LIABILITY INSURANCE

OP ID HC

DATE (MM/DD/YYYY)

05/31/13

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 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).

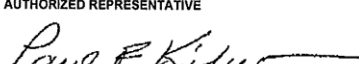
PRODUCER Robertson Ryan & Assoc., Inc. Two Plaza East, Suite 650 330 East Kilbourn Avenue Milwaukee WI 53202 Phone: 414-271-3575 Fax: 414-271-0196		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: WISCO89		FAX (A/C, No):	
INSURED Wisconsin Regional Training Partnership 3841 W. Wisconsin Ave Milwaukee WI 53208		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A: The Cincinnati Insurance Co.		10677	
		INSURER B:			
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			

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	ADD'L SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOG		EPP0195598	05/26/13	05/26/14	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000 Emp Ben. \$ 1M/3M
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		EPA0195598	05/26/13	05/26/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ -0-		EPP0195598	05/26/13	05/26/14	EACH OCCURRENCE \$ 4000000 AGGREGATE \$ 4000000 \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WC1935960	05/26/13	05/26/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100000 E.L. DISEASE - EA EMPLOYEE \$ 100000 E.L. DISEASE - POLICY LIMIT \$ 500000
A	Property		EPP0195598	05/26/13	05/26/14	Building \$2,389,649
A	Property		EPP0195598	05/26/13	05/26/14	PersProp \$100,00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 For informational purposes only, no obligation exists to notify those to whom certificate is shown of cancellation, non-renewal, change in coverage or otherwise.

CERTIFICATE HOLDER SAMPLE 0 FOR INFORMATION ONLY		CANCELLATION 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 	
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