



Ohio River Trail Council Meeting Minutes
April 18, 2011 – 4:00 pm
Monaca Municipal Building
928 Pennsylvania Av
Monaca, Pa 15061

Meeting called by Chief Executive Chairman & CEO – Dr. Vincent Troia

Type of meeting: Quarterly Board meeting

Facilitator: Chief Executive Chairman & CEO – Vincent Troia

Secretary: Donna Campbell

Agenda topics: Sign In, Call to Order, Roll Call, Introductions, Approval of minutes, By-Laws Amendment, MVCO Merger, Resolution vote, Port of Pittsburgh Commission Grant, EPA Brownfield Grant, Memberships, North & South Shore Trail Status, ORTC Cycling Club, ORTC Community day, Butterfly- Hummingbird Preserve, Tri-state alliance, Chartiers Creek Greenway

Attendees: See sign in sheet; Board members present: 11

Dr. Vincent Troia called the meeting to order with introduction of persons present.

Minutes of the previous meeting were approved and seconded by John Szatkiewicz and Linda Tice.

Dr. Vince Troia introduced Peggy Pings, Outdoor Recreation Planner for the National Park Service Rivers, Trails, and Conservation Assistance Program. Dr. Troia applied for a grant from the NPS_RTCA which was approved in 2010. Peggy will be working with the ORTC on the North Shore Study and the re-activation of the ORTC supported Tri-State Trail Alliance which encourages trail linkage efforts in our area.

Attorney and board member Chad McMillen discussed amending the by-laws to increase the board of directors from 20 to 30. A 2/3 vote of the present board is necessary to expand the number of board members. Dr. Vince Troia discussed the lack of representation in Allegheny County and the need for additional representation from the North Shore communities. There was some discussion on copies of by-laws being sent out to members so they could be read for upcoming discussions. Dr. Troia indicated that the by-laws are available on the website under the legal tab. Currently fourteen members must be present to vote. Mario asked if the board is increased to thirty how likely would 2/3 of the members be present. Changing the by-laws to a 50% plus one may be more advantageous. Attorney McMillen also commented on the option of an Executive Board of Directors for voting but we must still start with two-thirds vote to initiate this proposal.

Pat Majors, Chairman of the Monaca Volunteer Community Outreach Division, and a new Board Member, spoke about the community events that they are organizing in Monaca such as the volunteer revitalization of the small park at the end of the Rochester-Monaca Bridge. The park also happens to be the halfway point on the proposed Ohio River Trail and could be used as a rest area. She is also working on larger projects for the town of Monaca and hopes to serve the community well.

Dr. Vince Troia suggested the merger of Pat's group with ORTC. Mario Leone stated that Pat was very humble in her representation of their group and that they are a great asset to the community, doing far more than she spoke of. She is also very ambitious in seeking grants and this would be essential to the ORTC. Linda Tice motioned the merger of the ORTC with MVCO, hereafter being known as the Ohio River Trail Council Community Outreach Division (ORTCCOD). John Szatkiewicz seconded the motion. All were in favor, motion was passed unanimously.

Dr. Vince Troia presented the Beaver County Times On-line YouTube report "Trail group hits the road" dated September 23, 2009, <http://www.youtube.com/watch?v=Kasp9HkrUs>, which reviewed the beginning of the ORTC.

Dr. Troia reported on the receipt of the final copy of the South Shore Trail Feasibility study which turned out to be a fabulous study.

Dr. Vince Troia reported on the Port of Pittsburgh Commission grant received in 2010 for the four community launch points in Bridgewater, Monaca, Ohioville and Rochester. Kayak and bike racks have been purchased which are essential to the ORTC Peddle/Paddle program.

John Szatkiewicz spoke about the advantages of Peddle/Paddle system which eliminates the need for transport back to your own vehicle. Pictures were shown of the new kayak racks purchased and John described how they will be fastened to the parking lot at Ohioville's Lock 57 Park picnic pavilion.

Dr. Troia discussed the difficulties about the problem of approval for the water trail directional signs on PennDOT roads. If anyone can help with this or they know someone who can, please advise. Peggy Pings mentioned that perhaps Amy Camp could help with that. They got signage for the Allegheny Trail. It was also suggested that we contact Bryan Dehart, Brighton Township as they secured signage from the PennDOT's Share-the-Road Program.

Dr. Troia also secured a second \$10,000 grant from the Port of Pittsburgh Commission for the Wallace Run launch at the North end of Beaver Falls. This is a very important access point for the Beaver River Water Trail system. The access point is near the Dollar General at the intersection of Route 18 and Wallace Run.

John Szatkiewicz reported that there are two launch sites on Neshannock Creek and two on the Mahoning River which provide access to the Beaver River, having headwater at Mahoningtown. These are not suitable for power boats but are great launch sites for paddlers.

Mario Leone reported on the EPA Brownfield Grant. Mario updated the EPA grant status. The brownfield study is to begin with the selection of SGA as the consultant. He was proud to report on the National Brownfields Convention. Twenty three recipients for the grant were present. He discussed the uniqueness of our area being a 40 mile stretch along the Ohio River covering several municipalities. He stated it was like "getting a ticket to the ball". The EPA will assist with clean-up and remediation of the sites. The ball is rolling with the grant committee meeting with the towns to discuss their goals for use of the spaces. There were many different agencies there with a tremendous amount of money available for this project. Mario stated that we must be creative with the structure of the trails and he is sure we will be eligible for some of this money. Midland, Monaca, Coraopolis and Aliquippa are included in the Brownfield's study which will be eligible for millions of dollars flowing into the community to refurbish these sites. He also reported that last year the Beaver County Community Economic Development group was contacted by the ORTC to apply for this grant but they did not want to pursue it at that time. Dr. Troia and Mario completed the application with the support of Doniele Andrus. Mario Leone added that Ohio River Trail development is spurring the economic development of the brownfields.

Donna Campbell, Secretary and Director of Memberships, reported that there are presently twenty five active members, not including the Board and three are organizations or club memberships. Dr. Troia urges the board to assist in the development of the membership.

Diane Kemp reported that the North Shore Trail Feasibility Study Committee has finalized the scope of work on the north shore trail and has submitted the document to DCNR. Once DCNR reviews and approves their scope, they can proceed. Everything looks good so far. Diane asked Justin Battalini, ORTC board member and Rochester school teacher, to "put a flame" under Rochester Township as she never gets any response from them even though they are very important to the trail initiative as they have are adjacent to one of the most important trailheads, the YMCA of Beaver County.

Dr. Vince Troia presented and reviewed maps and proposed routes of the Ohio River Trail system.
<http://www.ohiorivertrail.org/index.php/land-trail-proposal>

Peggy Pings discussed her work plan for the north shore and distributed a copy of the National Park Service draft. She discussed the Goal of the feasibility study and the Three State Trail Alliance. She stated she only has four weeks of staff time this year and will apply for more for next year. She discussed the challenges and priorities of the Tri State Trail Alliance with the main goal being to identify trail gaps and connect them, possibly using some of the bridges slated for demolition. The objective would be to save the bridges for bike-pedestrian use so they are not demolished. She is very concerned about the Fort Steuben Bridge and the Aetnaville Bridge which are already slated for demolition.

John Szatkiewicz asked Peggy how difficult ODOT was to work with. Peggy stated she was not from Ohio, perhaps the NPS representative, Andrea Ireland would be a good one to ask but Peggy stated she knows they are having problems with ODOT.

Dr. Vince Troia referenced the Tri-state trail maps supplied by the Rails to Trails conservancy. The maps showed gaps needing completion such as the Beaver Creek Greenway extended to East Liverpool OH. All present ORTC projects are detailed on the handouts provided to the group. Our trail when completed will be part of the Rivers of Steel National Heritage Area and is being considered for part of the U.S Bicycle Route 50 and part of the Underground Railroad, Pittsburgh spur.

These designations will provide a large amount of National exposure for our group, as does the potential to the North Country Trail that runs through Ohio and Pennsylvania. John Szatkiewicz described the direction of the North Country Trail locally. Dr. Troia indicated that the North Country Trail is the longest National Scenic Trail stretching 4600 miles from North Dakota to New York linking seven states.

Peggy Pings National Park Service meeting on March 29, 2011 discussed the mapping component of the tri-state trail initiative and provided a form to fill out that would provide descriptions for the trail's mapping component.

Dr. Vince Troia was pleased to announce the formation ORTC Cycling Club with the assistance of board member Nathan Peluso. Handouts were provided with a schedule of the trail ride series. All rides are within two hours of our area and about ten people took part in the first ride with only a one week notice. Some attendees were from West Virginia and he considered it a great turnout.

Dr. Vince Troia reported on our partnership with Venture Outdoors. Venture Outdoors provided a grant for the ORTC Community Day, scheduled for July 17, 2011, for kayaking and hiking at Lock 57 in Ohioville. Volunteers are needed for this event. Venture Outdoors will provide kayaks and instruction and a small area improvement grant to construct a Butterfly Garden in Lock 57 Park. Three master gardeners as the Penn State Center are participants in the Butterfly Preserve Project Committee. Dr. Troia indicated that the plants have been ordered and will be here in three weeks if anyone wishes to help with the garden. The garden will attract hummingbirds as well. John Szatkiewicz indicated that the Western Beaver Ecology Club will also be present.

The South Shore Feasibility study has been completed. Dr. Vince Troia stated he needs assistance to write foundation grants for about \$3 million to match another \$3 million in federal, state and local grants to complete the engineering and construction of the south shore trail.

Dr. Vince Troia also stressed that membership in the ORTC also entitles members to a merchant discount program. The board is asked to contact local businesses to provide discounts for ORTC members, a benefit of being a member of the ORTC. John Szatkiewicz talked to Dunham's in Chippewa and stated they will hold the sale price on Pelican kayaks for two months for ORTC members. Dr. Vince Troia reviewed the links to the ORTC website information, <http://www.ohiorivertrail.org/index.php/merchant-discounts>, and reported that we are also on Facebook where you can obtain more information. <http://www.facebook.com/#!/pages/OHIO-RIVER-TRAIL-COUNCIL/148074912432>

John Powell, guest speaker invited by Dr. Troia attended the meeting to talk about a Directors and Officers policy for the ORTC. Dr. Troia and Attorney McMillen recommended obtaining a policy to protect the board and volunteers. Ron Powell, an insurance agent, presented discussion and handouts explaining D & O policy coverage. Discussion arose regarding the need for other liability insurance for death or injury occurring along the trail. D & O is relatively inexpensive \$750 to \$1000 per annual premium for \$1,000,000 coverage. An application must be completed and supplied to the insurer. Discussion of the need for umbrella coverage was also discussed. Dr. Vince Troia mentioned that as the group grows we may have in the vicinity of 100 volunteers and although contractors hired will have insurance, coverage for volunteers who could be injured will need to be addressed. Kayak and Bike Clubs may need event policies. Attorney McMillan was asked if waivers are beneficial. He discussed his concern of the defense costs involved even when waivers are implemented. D & O insurance would protect the Board members and liability is a separate issue. Dr. Vince Troia stressed that if the Board members paid their dues each year it would cover the cost of the D & O insurance and that we should also look into what other trail boards have done. Peggy Pings, National Park Service, noted that most non-profits are advised to get Director's policies. Diane Kemp also added that each municipality takes ownership of liability in their municipality.

Dr. Vince Troia continued with discussion on the Chartiers Creek Greenway Feasibility Study and reviewed a map of the proposed route. <http://www.ohiorivertrail.org/index.php/chartiers-creek-greenway>. A feasibility study was done in 2005 but the Chartiers Creek organization lost membership and interest. Tim Volk discussed starting to move forward again on plans with the focusing on key pieces that the Chartiers creek Conservancy owns. Dr. Troia suggested adding the Chartiers Creek Greenway to the ORTC by inviting Tim's group to join the ORTC. The ORTC could be very helpful to the Chartiers Creek Greenway. Dr. Troia proposed adding a Chartiers Creek Greenway Division to the ORTC. The Chartiers Creek is within the mission of the ORTC. Attorney Chad McMillan made a motion to bring Chartiers Creek Greenway into Ohio River Trail Council with Tim Volk remaining as their representative and an ORTC Board member. All were in favor. Motion was passed.

Dr. Vince Troia mentioned that Gail Blakely, chairwomen of the Wampum Borough Community Revitalization Committee which has nine people on the committee is interested in joining the ORTC. Gail conveyed during a phone conversation that they are interested in establishing a water trail launch. Dr. Troia stated that the ORTC needs representation in North Beaver County to oversee both land and water trail development. Wampum, which is along the Beaver River, is also a crossing point and a potential link to the North Country Trail. John Szatkiewicz also mentioned that this is the perfect link to the Beaver River Trail in Beaver Falls and to New Brighton, Bradys Run and the Ohio River Trail.

Todd Allen asked if a by-law amendment is needed for adding other groups to the ORTC. Attorney Chad McMillan indicated that it was not necessary but will review By-laws. Dr. Troia supports the ORTC becoming an umbrella organization.

Peggy Ping stated that the Allegheny Trail Alliance (ATA) is an umbrella group and coalition of seven trail organizations in southwestern Pennsylvania and western Maryland, building the Great Allegheny Passage.

The ATA member trail organizations are:

1. [Mountain Maryland Trails](#) from Cumberland to the Mason-Dixon Line
2. [Somerset County Rails to Trails Association](#) from the Mason-Dixon Line to Confluence
3. [Ohiopyle State Park](#) from Confluence to Connellsville
4. [Regional Trail Corporation](#) from Connellsville to McKeesport
5. [McKeesport Trail Commission](#) City of McKeesport
6. [Steel Valley Trail Council](#) from Clairton to Homestead
7. [Friends of the Riverfront](#) from Homestead to Pittsburgh
8. [Montour Trail Council](#) from Coraopolis to Clairton

Mario Leone emphasized the importance that the ORTC is a 501(c) (3) and explained that there are many foundation grants that require you to be a 501(c) (3) before you are eligible for them. John Szatkiewicz stated that the Montour Trail receives funding for trail map brochures from UPMC as a health initiative.

Peggy Pings and Dr. Troia added information about the REI event in Pittsburgh at Settler's Ridge REI Store. The ORTC will participate and disseminate information and membership applications on Saturday, May 14, 2011 from 9 am to 5 pm. There will be a bike maintenance workshop available for anyone interested. ORTC volunteers needed for this event.

Friends in Wheeling are having a Bicycle Ride-Wheeling Heritage Trail Tour on May 29, 2011. The cost is \$25.00 for a 25 mile ride that follows Wheeling Creek and Ohio River. Letters of support to save the bridges slated for demolition will be available for signatures. They really need our support.

John Szatkiewicz mentioned the five day "WOW" ride along Muskingum River and said he would get more information about it.

Dr. Vince Troia is obtaining bids to supply concrete for bicycle and kayak pads. Pat Majors mentioned TCI Redi-Mix and a company in East Liverpool Ohio but noted that Frankenstein's in Zelenople, (Justin) will give a discount.

John and Linda displayed the new Iraq MIA flag that will be flown in lieu MIA-POW flag at Ohioville ballfield.

ORTC merchandise available including hats, t-shirts and Golf Shirts. Refer to the website for additional information.

Meeting adjourned at 6:03 pm. Next meeting slated for June 2011 with a guest speaker from the United States Coast Guard regarding paddle sports safety.

OHIO RIVER TRAIL COUNCIL – April 18, 2011 Meeting

BY-LAWS: PROPOSED AMENDMENT

By-Laws – July 23, 2009

Article XV

Amendments

“These By-Laws may be altered, amended or appealed, in whole or in part, or new By-Laws may be adopted by the Board of Directors of the Corporation, provided, however, that notice of such alteration, amendment, repeal or adoption of new By-Laws be contained in the notice of such meeting of the Board of Directors. All such amendments must be approved by an affirmative vote of at least two-thirds (2/3) of the entire Board of Directors then in office at a duly noticed regular or special meeting of the Board of Directors.”

By-Laws, July 23, 2009

Current Section & Language:

Article IV

Board of Directors

Section 1. Number, Tenure and Disqualification.

“Directors shall be elected by the Board of Directors at the annual meeting of Directors. Newly elected Directors shall assume their duties at the Corporation’s first regular meeting held in January of each year. The number of Directors of the Corporation shall be at least three (3) and no more than twenty (20). Each Director shall hold office for the term for which the Director is elected or until the Director’s successor shall have been elected and qualified. The terms of the Directors shall be staggered so that at least one-fourth (1/4) of the Board is elected at each annual meeting of the Directors. Directors of the Corporation need not be residents of Pennsylvania.”

By-Laws, April 18, 2011

Proposed Amendment:

Article IV

Board of Directors

Section 1. Number, Tenure and Disqualification.

“Directors shall be elected by the Board of Directors at the annual meeting of Directors. Newly elected Directors shall assume their duties at the Corporation’s **next** meeting. The number of Directors of the Corporation shall be at least three (3) and no more than **thirty (30)**. Each Director shall hold office for the term for which the Director is elected or until the Director’s successor shall have been elected and qualified. The terms of the Directors shall be staggered so that at least one-fourth (1/4) of the Board is elected at each annual meeting of the Directors. Directors of the Corporation need not be residents of Pennsylvania.”

(Bold, underline print = proposed, amended language)

Patricia L. Majors
1223 Atlantic Avenue
Monaca PA 15061
(724)775-3501

Professional Musician

Chairman, Monaca Volunteer Community Outreach
Vice Chairman, Monaca Business District Authority
Appointed member Monaca Planning Commission
Owned: American Entertainment Consultants
Former Consultant and Facilitator, Music Performance Trust Funds of the Recording Industries
Former President, American Federation of Musicians Local 82-545
Former National Trustee and Assistant to the National President: Sons of Columbus of America, Inc.

The Monaca Volunteer Outreach Committee began in June of 2008 as an offshoot organization of WAAM (We're All About Monaca) who sponsored National Night Out for three years and became a separate organization by the Fall of 2008. It is the mission of MVCO to provide events for the enjoyment of our residents and visitors to the community, to sponsor events within the business district to attract and stimulate business opportunities, to provide programs that enrich and educate the community, and to stimulate a sense of civic pride and service to the community in which we work and reside.

VOLUNTEERS

Patricia Majors, Chairperson Patriciamajors@comcast.net
Virginia Korak, Co-Chairperson
Jeffrey McKay, Borough Council Liaison
Gertrude "Trudy" Koehler
Dutch Barto
Marlene Furguiville
Bonnie Saunders
Frank Barber
Nancy Barber
Donald Holt
Harriet McDonald
Theresa Petures
Virginia Krizan
Darunee Limsakulpakdi
Belle Limsakulpakdi
Marge Ciccone
Tom Suica
Isabelle Bowser
Theo Polce
Susan Polce
Laura Rubino
Keith Arlow

OHIO RIVER TRAIL COUNCIL NONPROFIT CORPORATION RESOLUTION

CERTIFICATE OF CORPORATE VOTE

This is to certify that at a special meeting of the Board of Directors of the Ohio River Trail Council (ORTC) held at the Monaca Borough, located at 928 Pennsylvania Av, Monaca, PA 15061 on April 18, 2011, at 4:00p.m, _____ Directors being present and voting, it was voted that the Monaca Volunteer Outreach Committee (MVCO) has merged with the Ohio River Trail Council and herein with will be known as the Ohio River Trail Council Community Outreach Division.

VOTED (Director Names):

Members	Yes	No	Not present
Vincent Troia			
Mario Leone			
Diane Kemp			
Mindy McKee			
Donna Campbell			
Pam Ronczka			
Chad McMillen			
John Szatkiewicz			
Linda Tice			
Pat Majors			
John Van Jura			
Nathan Peluso			
Todd Allen			
Justin Battalini			
Marlin Erin			
Norm Kraus			

ATTEST: _____
Secretary

BE IT RESOLVED, that the Ohio River Trail Council has voted to merge with the Monaca Volunteer Outreach Committee (MVCO) and herein with will be known as the Ohio River Trail Council Community Outreach Division.

I, Donna Campbell, Secretary of the ORTC, incorporated under the laws of the Commonwealth of Pennsylvania do hereby certify that the foregoing is a true copy of a resolution duly adopted by the Board of Directors of the ORTC at a meeting duly held on the day of April 18, 2011, at which a quorum was present and voting, and that the same has not been repealed or amended and remains in full force and effect and does not conflict with the by-laws of the ORTC.

CORPORATE SEAL

Secretary

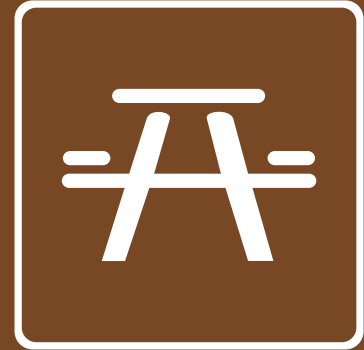
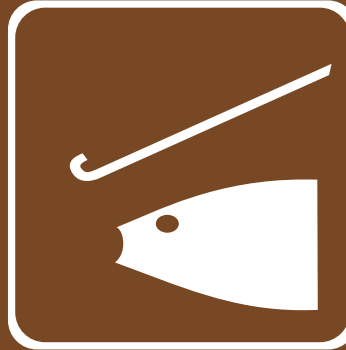
The undersigned hereby certifies that she is the Secretary of ORTC, a nonprofit corporation organized and existing under the laws of the Commonwealth of Pennsylvania; that the foregoing is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors of the ORTC held on the 18th day of April, 2011, at which meeting a quorum was at all times present and acting; that the passage of said resolution was in all respects legal; and that said resolution is in full force and effect.

Dated this _____ day of _____, 2011.

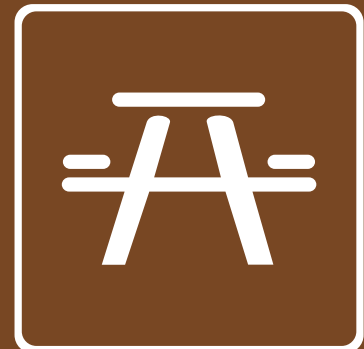
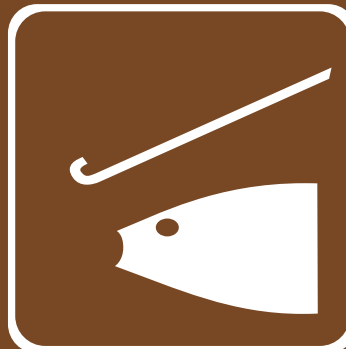
Secretary



Ohio River Trail



Ohio River Trail



CALIFORNIA PLAZA



DOUBLE SIDE RACKS



Trailex Model TR-801 Rack with Rolling Caster Option
(canoe, kayaks not included)

Hummingbird – Butterfly Preserve Committee

Peggy Adams, MAT

Master Gardener Coordinator
Penn State Extension
Beaver County
2020 Beaver Avenue, Suite 200
Monaca, PA 15061
mta10@psu.edu
voice – 724-774-3003
fax – 724-774-0971
extension.psu.edu

Pam Varga

I am a Beaver County Master Gardener. Our director, Peggy Adams, informed us that you are looking for volunteers to help with your butterfly/humming bird garden for the Ohio River Trail Council. If you are still in need, I would like to volunteer. Before I retired three years ago, I taught science and environmental education to third, fourth, and fifth graders. I created a 40' x 60' butterfly garden, a wild flower meadow, and herb garden on our school grounds where students were involved in hands-on activities. I may be able to help you with plant selection and design. Please contact me; I am usually available in the afternoon or evening.

Pam Varga
3007 21st Avenue, Beaver Falls, PA 15010
724 - 846 - 6049
pdvarga@earthlink.net

Karen Atkins

I am a Beaver County Master Gardener and a Rails to Trails member, and would be delighted to volunteer on your project. Linda and John gave me your contact information. Our coordinator - Peggy Adams - has to approve every project that we do. If she would reject the project - I would just help anyway. Linda and John are friends of mine and I would be happy to do anything I could for them. My website and contact information are listed below, if you would like to get a flavor for my work. The past two years, my clients have won the Pittsburgh Post Gazette's Great Gardens contest, and I have had six gardens included in the Western PA Horticultural Society's tour, and two on the Botanic Gardens of Pittsburgh tour. I've had one on the Beaver tour as well, so I am good at this! I volunteer for the Historic Gardens Foundation as well as the Master Gardeners, so I'll be happy to add this to the list. I look forward to meeting with you and seeing the site to learn more about the goals for the space,

Karen Atkins
Proper Gardens
p: 724-891-4568
www.propergardens.com
e: propergardens
Karen Atkins
Proper Gardens
p: 724-891-4568
www.propergardens.com
e: propergardens@comcast.net

Hello Vincent,

Nice to e-meet you. [Thanks Teri for the contact.]

There may be some other Penn State resources we can bring to the table to supplement the PS Master Gardener effort. I have a landscape architect on staff, Lisa K. Vavro, who may be able to plug in – if it is appropriate to do so. Occasionally, we are also able to engage students from Landscape Architecture and Landscape Contracting degrees to assist with design and in some cases hands on assistance. There may be other knowledge resources as well. We can discuss as you like.

Please feel free to contact me at your convenience.

Deno De Ciantis, Ed.D.

Director



www.pennstatecenter.com
dwd5@psu.edu

Ohio River Trail Cycling Club

The Ohio River Trail Cycling Club is a recreational club that promotes health, wellness and fitness in our community through a variety of biking events. Our goal is to encourage cyclists of all abilities to explore the wonderful opportunities of the region - from the Heritage Trail of Pittsburgh to the rural scenery of the tri-state area, including Ohio, Pennsylvania and West Virginia. The club provides cyclists with a diversity of riding experiences. Ohio River Trail Council members can be seen on city bikes, comfort bikes, cyclocross bikes, hybrids, mountain bikes, recumbents, road bikes, touring bikes, tandems, and often bikes pulling kids in trailers. The club supports and promotes safe bicycle riding.

The [Ohio River Trail Council](#) (ORTC) and the [Western Pennsylvania Wheelman](#) (WPW) have formed a partnership to develop a *Trail Ride Series* for the tri-state region. These rides are an opportunity for recreation, to explore new trails, and to discover ways to get involved in the many great efforts underway. The ORTC is also developing additional clubs including a [Canoe & Kayak Club](#), [Walking & Hiking Club](#), [Running Club](#), [Fishing Club](#), [Birding & Butterflying Club](#) and a [Photography Club](#).



Beginning Saturdays in April, twice-monthly rides will be held along rail-trails usually within two hours of Pittsburgh, Pa. They will range in difficulty from beginner to intermediate, being moderately paced on primarily flat or rolling hills. The rides will be between ten (10) and forty (40) miles long. Rides usually stop for lunch at an outlying restaurant.

Example rides include the [Armstrong Trail](#), [Butler-Freeport Trail](#), [Connotton Creek Trail](#), [Ghost Town Trail](#), [Greater Wheeling Trail](#), [Little Beaver Creek Greenway](#), [Mahoning Shadow Trail](#), [Mill Creek MetroParks Bikeway](#), [Montour Trail](#), [Panhandle Trail](#), [Pine Creek Trail](#), [Sandy Creek Trail](#), [Stavich Trail](#), [Three Rivers Heritage Trail](#), [West Penn Trail](#), and [Youghiogheny River Trail](#).

All are welcome! Come ride with us. Want to join the ORTC or find out more? Call the ORTC office at 724-728-2625, email [Vincent Troia](#), [Nathan Peluso](#), visit our website at www.ohiorivertrail.org or attend one of our council meetings.

Please refer to the ORTC Trail Series [Ride Calendar](#) for event dates and times.

Ohio River Trail Cycling Club

Trail Ride Series Schedule 2011

04/09/2011	Little Beaver Creek
04/23/2011	Allegheny River/Sandy Creek
05/07/2011	Butler-Freeport Trail
05/21/2011	Ghost Town Trail
06/04/2011	Stavich Trail
06/18/2011	West Penn Trail
07/02/2011	Mahoning Shadow Trail
07/23/2011	Panhandle Trail
08/06/2011	Armstrong Trail
08/20/2011	GAP-Confluence/Ohiopyle
09/03/2011	Montour Trail
09/17/2011	Three Rivers Heritage Trail
10/01/2011	GAP-Pittsburgh to Boston



ORTC Trail Ride Series





UNITED STATES LIABILITY INSURANCE GROUP
A BERKSHIRE HATHAWAY COMPANY

COMMITTED
TO
MAKING
A
DIFFERENCE

More Options For Your Non Profits!

We are excited to present options to make D&O and EPL coverage more affordable for your non profit clients.

Undeniably we have a comprehensive coverage form, competitive pricing and unparalleled service. However, in difficult economic times, Non Profits struggle to keep their funding and fulfill their non profit missions. Every dollar counts. We now provide cost conscious buyers an even more competitively priced alternative.

Our new Standard Option has a lower minimum premium starting at \$648 and provides a single limit for D&O and EPL with defense costs inside that limit. Our Broad option continues to provide separate limits for D&O and EPL with unlimited defense costs outside that limit and includes the free PeopleSystems HR consulting service for EPL buyers.

You now have the ability to reach the gamut of non profit insurance buyers with two levels of coverage at two price points. By articulating the coverage differences, you can educate your non-profit clients and protect your E&O in one, simple quote letter.

	Broad Form	NEW Standard Form
Defense Costs Unlimited Outside the Limit of Liability	★ ●	
Separate Limits of Liability for Directors & Officers, Employment Practices and Fiduciary Liability	●	
Risk Management Services – Free human resources consultation HELPLINE service with unlimited calls and no time limits plus an online HR Resource Center	★ ●	
Punitive Damages, where insurable by law, included automatically. Available in most jurisdictions.	●	●
Lifetime Occurrence Reporting Provision	●	●
Third Party Harassment and Third Party Discrimination Coverage	●	●
Coverage for both Monetary and Non-Monetary Claims	●	●
Coverage for Outside Directorship Liability	●	●
Defense and Settlement Provision ("Hammer Clause") – 75/25 in favor of the insured	●	●
Individual Director or Officer Payment Protection ("Order of Payments")	●	●
Broad language including most favorable venue wording, for punitive damages coverage, final adjudication wording, allocation wording, breach of contract coverage, pre/post judgment interest included in the definition of Loss, debtor in possession included in the definition of Organization	●	●
Personal Injury on a primary basis	●	●

Don't
HAVE
TABLE

\$900 as \$648.00

(EMPLOYMENT PRACTICES INCLUDES VOLUNTEERS) DIRECTORS + OFFICERS SAME

This document does not amend, extend or alter the coverage afforded by the policy for a company underwriting in any business you purchase, you must first read the actual Declaration Page and any Endorsements and discuss them with your Broker. A specimen policy is available from an Agent of this Company. See actual Policy Conditions may be amended by Endorsement or affected by State Law.



Check Out Your New Employment Practices Liability Risk Management Toolkit from PeopleSystems

FREE EMPLOYMENT PRACTICES LIABILITY (EPL) HELP LINE

1-888- _____

(Toll free number to be released with the policy)
(8:00AM to 7:30PM Eastern time)

If a Human Resource (HR) consulting firm offered you their time and expertise for **FREE**, would you lock their phone number and email address in a drawer and never call? Of course not! Do you have questions such as:

- ▶ What are the current Federal and state employment laws I need to know?
- ▶ What are "wage & hour" regulations? What does "exempt" versus "non-exempt" mean?
- ▶ How should I handle terminating, suspending or warning an employee?
- ▶ What type of HR policies should I have in place?
- ▶ How should I properly document performance issues and disciplinary actions in an employee's file?
- ▶ What are appropriate and inappropriate questions to ask during an employment interview?
- ▶ What guidelines should I use to investigate a complaint of discrimination or harassment?

PeopleSystems is just a **FREE** phone call or email away!

NEW ONLINE HUMAN RESOURCES CENTER

<http://www.peoplesystems.com/USLI>

Click on "Login"

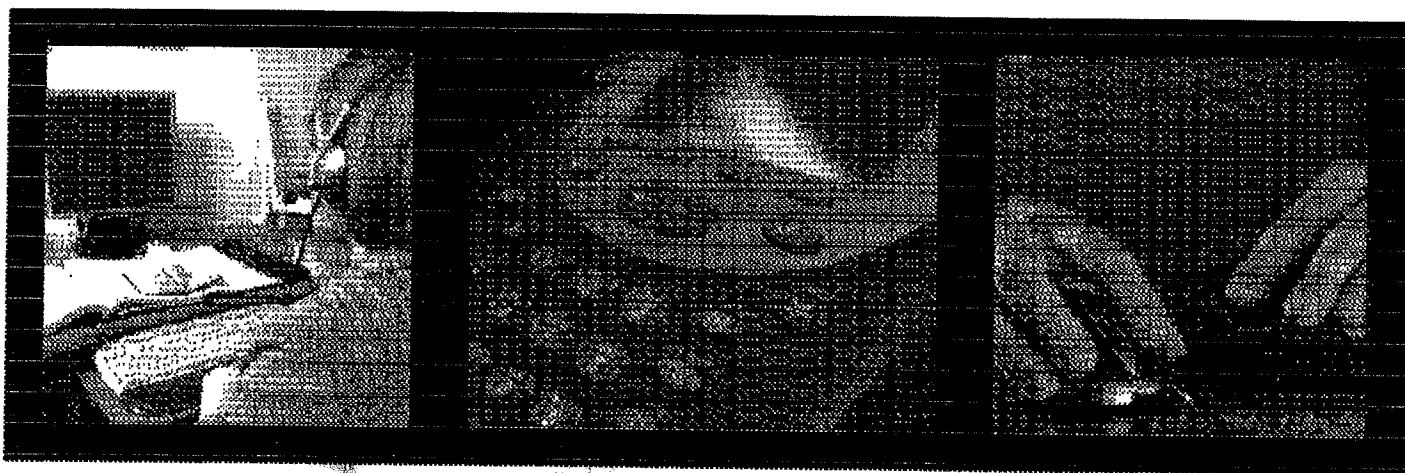
USERNAME: USLiability

(Please note "USL" must be capitalized)

PASSWORD: _____

Please take a moment to become familiar with the new PeopleSystems' Resource Center's content.

- ▶ **Helpline to e-mail your HR questions**
Now you can email your questions via this web portal.
- ▶ **HR News Center and recent employment law changes**
The News Center keeps you up to date with recent changes in state and federal employment laws and what they mean to you as well as pertinent articles on employment issues you need to know about.
- ▶ **Human Resource Manual & Employment forms**
You will find a helpful how-to guide for writing an employment procedures manual, doing employee evaluations and following employment laws such as FLSA, FMLA and COBRA.
- ▶ **HR Recommendations**
You will also find sample HR policies regarding Discrimination, Harassment, Employment At-Will and Electronic Communications.



This document does not amend, extend or alter the coverage afforded by the Policy. For a complete understanding of any insurance you purchase, you must first read your Policy, Exclusion Page and any Endorsements and discuss them with your Broker. A specimen policy is available from an Agent of the Company. Your actual Policy Conditions may be amended by Endorsement or affected by State Laws.



UNITED STATES LIABILITY INSURANCE GROUP
A BERNHARDT FINANCIAL COMPANY

USLI.COM
888-823-5546

FREE and Substantially Discounted Background Check Services Provided to all Non Profit policyholders

As a United States Liability Policyholder, your first background check is FREE and subsequent checks substantially discounted by 80% for a charge of \$9.95 through our alliance with IntelliCorp Records.

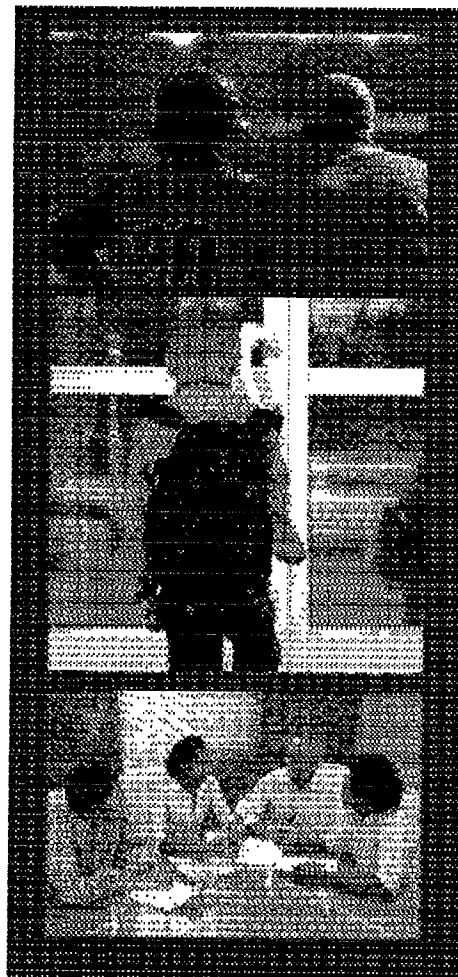
OUR COMPREHENSIVE BACKGROUND CHECK INCLUDES:

- ▶ Sex Offender Registry of 50 States
- ▶ Criminal Super Search
- ▶ One Single-County Criminal Search
- ▶ Social Security Number Verification
- ▶ Address History Check
- ▶ Terrorist Search

RISK MANAGEMENT BENEFITS:

- ▶ Access to the most comprehensive, accurate reliable background check database available
- ▶ Avoid costly hiring and recruiting mistakes
- ▶ Properly screen volunteers working for your non profit organization
- ▶ A consistent background screening policy will position an organization to exercise due diligence, which ultimately will help it avoid the consequences of being out of compliance

We are excited to provide this added value service to our Non Profit policyholders.



This document does not amend, extend or alter the coverage afforded by this Policy. For a complete understanding of any insurance you purchase, you must first read your Policy, Declaration Page and any Endorsements and discuss them with your Broker. A specimen policy is available from an Agent of the Company. Your actual Policy Conditions may be amended by Endorsement or affected by State Laws.

Example Background Checks (pricing \$9.95)

First, D&O insurance is protection against a breach of "duty" by the directors and officers. D&O pays for actual or alleged wrong decisions, what the policy calls "wrongful acts." Although each insurer defines coverage in its own way, D&O insurance generally includes: "any actual or alleged act or omission, error, misstatement, misleading statement, neglect or breach of duty by an Insured Person in the discharge of his/her duties."

Some examples of claims under D&O:

- Employment-related issues such as discrimination, harassment; and wrongful termination.
- Failure to provide services.
- Mismanagement of assets.

D&O does not pay for bodily injury or property damage. You buy auto insurance, workers' compensation, and general liability for such claims.

- **Policy Limit**
What amount of coverage is provided by your policy? What's the total amount of protection offered for all claims during the covered time frame (also known as an "aggregate limit")? Multiple claims can, in effect, use up the limit of coverage.
- **Defense within Limit**
Most D&O policies include the cost of defending a claim (attorneys' fees, etc.) within the policy limit of liability. That means that the amount of coverage purchased must be enough to cover the awards and the defense costs of all claims. This can be an issue when considering the amount of coverage (aggregate limit) you buy.
- **Employment-Related Practices Issue**
Most nonprofit D&O policies include coverage for employment-related practices—wrongful discharge, harassment, discrimination, etc. Check the policy's definition of "wrongful employment act." Does it include only certain acts, such as sexual harassment? Or is the coverage broad, including workplace harassment, for example? Are discrimination suits brought by third parties covered? Remember that including employment practices claims in your organization's D&O policy could affect the limit of liability available for other claims.

Who Sues Non Profit Organizations and their Directors & Officers?

DONORS - CLAIMS RESULTING FROM THOSE WHO MAKE DONATIONS TO THE ORGANIZATION

- ▶ The Board of Directors of a church was sued by a number of their donors, alleging misrepresentation of the financial status of the organization. Three members brought separate suits for repayment of the money lent to the church. The first case settled for \$240,000 of which \$117,000 accounted for expense. The second case settled for \$75,000 and incurred \$86,000 in defense costs. The last case paid nothing to the claimant, but incurred \$13,000 in defense costs. The total loss including defense costs exceeded \$530,000.

THIRD PARTIES - THIRD PARTY LAWSUITS CAN BE FILED FOR VARIOUS REASONS

- ▶ An organization filed a suit against a foundation and its Board of Directors for improperly infringing upon the claimants intellectual property rights. The claimant filed suit seeking injunctive and monetary relief for the Foundation's alleged improper use of trademarked property while promoting their fundraiser. The claim settled and the total loss including defense was over \$400,000.

EMPLOYEES -- THE MOST COMMON CLAIMS MADE BY EMPLOYEES INVOLVE DISCRIMINATION, HARASSMENT, WRONGFUL TERMINATION, RETALIATION AND HOSTILE WORK ENVIRONMENT

DISCRIMINATION

- After 10 years of employment, an employee was fired for poor work performance. This employee brought a discrimination suit against their employer under the Americans with Disabilities Act (ADA). The individual alleged lack of work place accommodation and constructive discharge. The claim was closed for a total loss of over \$80,000, including more than \$20,000 in defense costs.

SEXUAL HARASSMENT

- An employee alleged one of the directors sexually harassed her by unwanted physical contact, which occurred multiple times. After mediation, the case settled for \$30,000. The defense costs exceeded \$20,000.

RETALIATION

- A former employee discovered illegal transactions involving retirement funds. Shortly after reporting the violations, she was terminated by her employer. She filed suit alleging retaliation and wrongful termination. The total loss exceeded \$100,000 with the settlement figure over \$80,000.

GOVERNMENTAL AGENCIES - CLAIMS DUE TO VIOLATIONS OF THE LAW

- ▶ The United States Department of Justice brought suit, alleging misappropriation of funds and failure to revert unused money back to the government. The insured received federal grant money and allegedly used leftover grant money to renovate office space instead of return it to the government. The case closed for a total loss of over \$60,000, including \$21,000 for defense costs.

This document does not amend, extend or alter the coverage afforded by the Policy. For a complete understanding of any insurance you purchase, you must first read your Policy Declaration Page and any Endorsements and discuss them with your Broker. A specimen policy is available from an Agent of the Company. Your actual Policy Conditions may be amended by Endorsement or affected by State Laws.

VOLUNTEERS - VOLUNTEERS ARE ABLE TO BRING SUITS SIMILAR TO THOSE MADE BY EMPLOYEES

- ▶ A volunteer claimed the denial of a full time position was due to her sex, race and pregnant condition. She filed a lawsuit claiming discrimination. The claim is pending further litigation and defense costs paid to date total over \$10,000 with an outstanding loss reserve of \$65,000.

MEMBERS - A CLAIM AGAINST THE DIRECTORS TO PROTECT THE MEMBERS' INTEREST

- ▶ A law enforcement fraternity began proceedings to have a member removed from the organization. This member then sued the organization in order to have the proceedings halted. While there was no monetary settlement, the defense costs were \$15,000.

BENEFICIARIES - A CLAIM BY THE RECIPIENT OF THE ORGANIZATION'S SERVICES

- ▶ A discrimination suit was filed against the Board of Directors when the claimant requested a transfer within the housing complex and was denied. The claimant alleged discrimination based on national origin, religion and sex. The claimant was a resident at a drug and alcohol rehabilitation center. The court dismissed the case due to a lack of evidence. More than \$10,000 was paid in defense costs.

This document does not amend, extend or alter the coverage afforded by the Policy. For a complete understanding of any insurance you purchase, you must first read your Policy Declaration Page and any Endorsements and discuss them with your Broker. A specimen policy is available from an Agent of the Company. Your actual Policy Conditions may be amended by Endorsement or affected by State Laws.

COVERAGE PART A. NON PROFIT DIRECTORS AND OFFICERS LIABILITY

NOTICE: This is a Claims Made Policy. This Policy only covers those **Claims** first made against the **Insured** during the **Policy Period** or Extended Reporting Period, if purchased. **Defense Costs** shall be applied against the RETENTION.

In consideration of the payment of the premium and reliance upon all statements made and information furnished to the **Company**, including the statements made in the **Application** and all attachments and materials submitted therewith, and subject to all the provisions of this Policy, the **Company** agrees as follows:

I. INSURING AGREEMENT

A. The **Company** will pay on behalf of the **Insured Loss** in excess of the RETENTION, not exceeding the Limit of Liability for which this Coverage Part applies, that the **Insured** shall become legally obligated to pay because of **Claims** first made against the **Insured** during the **Policy Period** or during the Extended Reporting Period, if applicable, for **Wrongful Acts** arising solely out of an **Insured's** duties on behalf of the **Organization**.

B. The **Company** has the right and duty to defend any **Claim** to which this insurance applies, even if the allegations of the **Claim** are groundless, false, or fraudulent.

II. FULL PRIOR ACTS COVERAGE PROVISION

Coverage shall apply to any **Claim** made against the **Insured** for **Wrongful Acts** arising solely out of the **Insured's** duties on behalf of the **Organization** committed prior to the expiration date of this Policy, or the effective date of cancellation or non-renewal of this Policy, provided that the **Claim** is first made during the **Policy Period**, or the Extended Reporting Period if applicable, and written notice of said **Claim** is reported to the **Company** as soon as practicable. There shall be no coverage for any **Claim** reported to the **Company** later than sixty (60) days after the end of the **Policy Period** or after the expiration of the Extended Reporting Period, if applicable.

However, coverage shall not apply to any **Claim** based upon or arising out of any **Wrongful Act** or circumstance likely to give rise to a **Claim** of which the person or persons signing the **Application** had knowledge, or otherwise had a reasonable basis to anticipate might result in a **Claim**, prior to the earlier of:

A. The inception date of this Policy; or

B. The inception date of the first Policy of this type the **Company** has issued to the **Parent Organization**, provided that the **Company** has written continuous coverage for the **Parent Organization** from such date to the inception date of this Policy.

III. DEFINITIONS

A. “**Application**” means:

- (1) An application and any material submitted for this Policy and
- (2) An application(s), including any material submitted, for all previous Policies issued by the **Company** providing continuous coverage until the inception date of this Policy.

The content of (1) and (2) above is incorporated by reference in this Policy as if physically attached hereto.

B. “**Claim**” means:

- (1) Any written demand seeking money damages; or
- (2) Any proceeding initiated against the **Insured**, including any appeal there from, before any governmental body legally authorized to render an enforceable judgment or order for money damages or other relief against such **Insured** alleging that the **Insured** has committed, or is responsible for, a **Wrongful Act**.

A **Claim** shall be considered first made when the **Insured** or its legal representative or agent first receives notice of the **Claim**.

C. “**Company**” means the insurer identified in the Policy Declarations.

D. “**Defense Costs**” means reasonable and necessary legal fees and expenses incurred by the **Company**, or by any attorney designated by the **Company** to defend the **Insureds**, resulting from the investigation, adjustment, defense and appeal of a **Claim**. **Defense Costs** includes other fees, costs, costs of attachment or similar bonds (without any obligation on the part of the **Company** to apply for or furnish such bonds), but does not include salaries, wages, overhead or benefits expenses of the **Insured**.

E. “**Domestic Partner**” means any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law.

F. “**Employee**” means any natural person whose labor or service is engaged by and directed by the **Organization** while performing duties related to the conduct of the **Organization’s** business and includes leased, part-time, seasonal and temporary workers, independent contractors, volunteers and interns. An **Employee’s** status as an **Insured** will be determined as of the date of the **Wrongful Act** that results in a **Claim**.

G. “**Individual Insureds**” means any persons who were, now are, or shall be directors, trustees, officers, **Employees**, or committee members of the **Organization**, including their estates, heirs, legal representatives or assigns in the event of their death, incapacity or bankruptcy.

H. “**Insured(s)**” means the **Organization** and the **Individual Insureds**.

I. “**Loss**” means damages, settlements, pre-judgment and post judgment interest awarded by a court and punitive or exemplary damages to the extent such damages are

insurable under applicable law, but does not include fines, penalties, taxes, the multiplied portion of any multiple damage award, and other monetary sanctions that are uninsurable by operation of law.

For the purpose of determining the insurability of punitive damages and exemplary damages, the laws of the jurisdiction most favorable to the insurability of such damages shall control, provided that such jurisdiction has a substantial relationship to the relevant **Insured** or to the **Claim** giving rise to the damages.

J. “**Organization**” means:

- (1) The **Parent Organization**;
- (2) Any **Subsidiary** of the **Parent Organization**; or
- (3) Any entity in its capacity as a debtor in possession of (1) or (2) above under the United States bankruptcy law or equivalent status under the law of any other jurisdiction.

K. “**Outside Entity**” means any not-for-profit organization that qualifies as such under Section 501(c) of the Internal Revenue Code of 1986 (as amended).

L. “**Parent Organization**” means the entity named in ITEM I. of the Policy Declarations.

M. “**Personal Injury Act**” means any actual or alleged malicious prosecution, invasion of privacy, wrongful entry or eviction, libel, slander or defamation.

N. “**Policy Period**” means the period from the effective date of this Policy set forth in ITEM II. of the Policy Declarations, to the expiration date or the effective date of cancellation or non-renewal date, if any.

O. “**Subsidiary**” means any nonprofit entity which is more than 50% owned or controlled by the **Parent Organization** as of the effective date of this Policy and is disclosed as a subsidiary in an **Application** to the **Company**.

A non profit entity formed or acquired after the effective date of this Policy is a **Subsidiary** if:

- (1) its assets total less than 25% of the total consolidated assets of the **Parent Organization** at the time of formation or acquisition; and
- (2) the formation or acquisition with full particulars about the new **Subsidiary** has been disclosed to the **Company** by the **Parent Organization** as soon as practicable but no later than the expiration date of the Policy, or effective date of cancellation or non-renewal of this Policy.

Any non profit entity formed or acquired after the effective date of this Policy whose assets total more than 25% of the total consolidated assets of the **Parent Organization** or any for profit entity formed or acquired after the effective date of this Policy is a **Subsidiary** only if:

- (1) the **Parent Organization** provides written notice to the **Company** of such **Subsidiary** as soon as practicable, but not later than sixty (60) days of the formation or acquisition of the **Subsidiary**; and
- (2) the **Parent Organization** provides the **Company** with such information as the **Company** may deem necessary to determine insurability of the **Subsidiary**; and
- (3) the **Parent Organization** accepts any special terms, conditions, exclusions, limitations or premium imposed by the **Company**; and
- (4) the **Company**, at its sole discretion, agrees to insure the **Subsidiary**.

A **Subsidiary** which is sold or dissolved:

- (1) after the effective date of this Policy and which was an **Insured** under this Policy; or
- (2) prior to the effective date of this Policy and which was an **Insured** under a prior Policy issued by the **Company**;

shall continue to be an **Insured**, but only with respect to **Claims** first made during this **Policy Period** or Extended Reporting Period, if applicable, arising out of **Wrongful Acts** committed or allegedly committed during the time the entity was a **Subsidiary** of the **Parent Organization**.

P. “**Wrongful Act**” means any actual or alleged act, error, omission, misstatement, misleading statement, neglect or breach of duties, or **Personal Injury Act** committed or allegedly committed;

- (1) by the **Organization**; or
- (2) by the **Individual Insureds** arising solely from duties conducted on behalf of the **Organization** or asserted against an **Individual Insured** because of (1) above.

It is further agreed that the same **Wrongful Act**, an interrelated series of **Wrongful Acts** or a series of similar or related **Wrongful Acts** by one or more **Insureds** shall be deemed to be one **Wrongful Act** and to have commenced at the time of the earliest **Wrongful Act**.

IV. EXCLUSIONS

The **Company** shall not be liable to make payment for **Loss** or **Defense Costs** in connection with any **Claim** made against the **Insured** arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:

A. Any actual or alleged bodily injury, sickness, humiliation, mental anguish, emotional distress, assault, battery, disease or death of any person, or damage to or destruction of any tangible property including any resulting loss of use. This exclusion shall not apply to **Claim** for humiliation, mental anguish or emotional distress resulting from any **Claim** from a **Personal Injury Act**;

B. Any dishonest, fraudulent or criminal **Wrongful Act** by the **Insured**, however, this exclusion shall not apply unless and until a final adjudication or judgment is rendered against the **Insured** as to this conduct;

C. Any of the **Insureds** gaining any profit, remuneration or advantage to which the **Insured** was not legally entitled provided, however, this exclusion shall not apply unless and until a final adjudication or judgment is rendered against the **Insured** as to this conduct;

D. The actual, alleged or threatened discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, noise, waste materials, or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water, whether or not such actual, alleged or threatened discharge, dispersal, release or escape is sudden, accidental or gradual in nature, or any cost or expense arising out of any request, demand, or order that the **Insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize any pollutants;

E. Any radioactive, toxic or explosive properties of nuclear material which includes, but is not limited to, source material, "special nuclear material", and "by product material" as those terms are defined in the Atomic Energy Act of 1954 and any amendments thereto and any similar provisions by any federal, state or local statutory or common law;

F. Any pension, profit sharing, welfare benefit or other employee benefit program established in whole or in part for the benefit of any **Individual Insured**, or based upon, arising out of or in any way involving the Employee Retirement Income Security Act of 1974 (or any amendments thereof or regulations promulgated there under) or similar provisions of any federal, state or local statutory law or common law;

G. Any **Claim** by, at the behest of, or on behalf of the **Organization** and/or any **Individual Insured**; provided that this Exclusion shall not apply to:

(1) any derivative action on behalf of, or in the name or right of the **Organization**, if such action is brought and maintained totally independent of, and without the solicitation, assistance, participation or intervention of, any of the **Insureds**; or

(2) a **Claim** that is brought and maintained by or on behalf of any **Individual Insured** for contribution or indemnity which is part of or results directly from a **Claim** which is otherwise covered by the terms of this Policy;

H. Any actual or alleged: refusal to employ; termination of employment; employment related coercion, demotion, evaluation, reassignment, discipline, workplace conditions, false imprisonment, defamation, harassment, humiliation, or discrimination of employment; other employment-related practices, policies, acts or omissions; or sexual harassment by the **Insured** against any person(s) or entity; or negligence involving any of the foregoing;

it being understood that this Exclusion applies whether the **Insured** may be held liable as an employer or in any other capacity and to any obligation to contribute with or indemnify another with respect to such **Claim**;

I. Any **Claims** made against the **Insured** based upon, arising out of, or in any way involving any actual or alleged discrimination, including but not limited to discrimination based on religion, race, creed, color, sex, age, marital status, sexual preference, pregnancy, handicap or disability;

J. For actual or alleged liability of the **Insured** under any express contract or agreement; provided, however, this exclusion shall not apply to any **Claim** against an **Individual Insured**;

K. Any pending or prior litigation, administrative or regulatory proceeding, claim, demand, arbitration, decree, or judgment of which the **Insured** had written notice before the effective date of this Policy; or any fact, circumstance, event, situation, or **Wrongful Act** which before the effective date of this Policy was the subject of any notice to an **Insured** under any other similar policy of insurance to the **Insured**; or any future **Claims** or litigation based upon the pending or prior litigation or derived from the same or essentially the same facts, actual or alleged;

provided that, if this Policy is a renewal of a Policy or Policies previously issued by the **Company** and if the coverage provided by the **Company** was continuous from the effective date of the first such other Policy to the effective date of this Policy, the effective date of this Policy will mean the effective date of the first Policy under which the **Company** first provided continuous coverage to an **Insured**;

L. The rendering or failure to render medical, psychological or counseling services or referrals;

M. Any **Claim** against any **Subsidiary** or its **Individual Insureds** for any **Wrongful Act** occurring prior to the date that such entity became a **Subsidiary** or any **Wrongful Act** occurring at any time that such entity is not a **Subsidiary**;

N. The portion of any **Claim** covered under any other Coverage Part of this Policy;

No **Wrongful Act** of any **Individual Insured** nor any fact pertaining to any **Insured** shall be imputed to any other **Individual Insured** for purposes of determining the applicability of exclusions B. and C.

V. LIMITS OF LIABILITY AND RETENTION

Regardless of the number of **Insureds** under this Policy, **Claims** made or brought on account of **Wrongful Acts** or otherwise, the **Company's** liability is limited as follows:

A. The LIMIT OF LIABILITY specified in the Policy Declarations as IN THE AGGREGATE shall be the maximum liability for **Loss** from all **Claims** to which this Coverage Part applies;

B. The LIMIT OF LIABILITY specified in the Policy Declarations as the Limit for EACH CLAIM shall be the maximum liability for Loss for each Claim to which this Coverage Part applies;

C. Defense Costs shall be in addition to the LIMIT OF LIABILITY as shown in the Policy Declarations, except for when Item G. below applies;

D. Subject to the Limits of Liability provisions stated above, the Company shall be liable to pay only Defense Costs and Loss in excess of the RETENTION specified in the Policy Declarations hereof as respects each and every Claim to which the Coverage Part applies.

E. The Company shall have no obligation to pay any part or all of the RETENTION specified in the Policy Declarations for any Claim on behalf of an Insured. If the Company, at its sole discretion, elects to pay any part or all of the RETENTION, the Insureds agree to repay such amounts to the Company upon demand;

F. The RETENTION shall not apply to Loss paid to or on behalf of an Individual Insured when the Organization has not indemnified an Individual Insured for such Loss subject to the terms and conditions of Section VII. INDEMNIFICATION/WAIVER OF RETENTION;

G. The LIMIT OF LIABILITY for the Extended Reporting Period, if applicable, shall be a part of and not in addition to the LIMIT OF LIABILITY specified in the Declarations;

H. Claims based upon or arising out of the same Wrongful Act, interrelated Wrongful Acts, or a series of similar or related Wrongful Acts shall be considered a single Claim and shall be considered first made during the Policy Period or Extended Reporting Period, if applicable, in which the earliest Claim arising out of such Wrongful Act(s) was first made and all Loss for such Claims shall be subject to the one Limit of Liability that applies to such earliest Claim;

I. The LIMIT OF LIABILITY for this Coverage Part shall apply separately to each consecutive annual period starting with the beginning of the Policy Period shown in the Declarations. If this Policy is issued for a period of more than twelve (12) months but less than twenty four (24) months or if the Policy Period is extended after issuance, the Extended Reporting Period will be deemed part of the last preceding annual period for the purposes of determining the LIMIT OF LIABILITY.

VI. LIFETIME OCCURRENCE REPORTING PROVISION

If the Parent Organization shall cancel or non-renew this Policy for a reason other than being sold, acquired or bankrupt, each Individual Insured who was not actively serving on behalf of the Organization at the time of the cancellation or non-renewal, shall be provided an unlimited extension of time to report any Claim(s) first made against the Individual Insured after the effective date of such cancellation or non-renewal.

However, this extension of time to report **Claim(s)** shall only be afforded in the event that the **Wrongful Act** was committed before the date of cancellation or non-renewal, and no Directors and Officers Liability policy, or policy providing essentially the same type of coverage, or extended reporting period, is in effect at the time the **Claim** is made.

VII. INDEMNIFICATION / WAIVER OF RETENTION

Regardless of whether **Loss** and **Defense Costs** resulting from any **Claim** against an **Individual Insured** is actually indemnified by the **Organization**, the RETENTION set forth in the Policy Declarations shall apply to any **Loss** and **Defense Costs** if indemnification of the **Individual Insured** by the **Organization** is legally permissible. The certificate of incorporation, charter, articles of association or other organizational documents of the **Organization**, including by-laws and resolutions, will be deemed to have been adopted or amended to provide indemnification to the **Individual Insured** to the fullest extent permitted by law.

However, if an **Individual Insured** is not indemnified for **Loss and Defense Costs** solely by reason of the **Organization's** financial insolvency or because indemnification is not legally permissible, an **Individual Insured's** RETENTION as stated on the Declarations for Coverage Part A. Non Profit Directors and Officers Liability, shall be amended to \$0. This change in Retention shall not affect any other terms or conditions of this Policy.

VIII. SPOUSAL AND DOMESTIC PARTNER EXTENSION

If a **Claim** against an **Individual Insured** includes a **Claim** against the lawful spouse or **Domestic Partner** of such **Individual Insured** solely by reason of (a) such spousal or **Domestic Partner** status; or (b) such spouse's or **Domestic Partner's** ownership interest in property or assets that are sought as recovery for **Wrongful Acts**; any **Loss** which such spouse or **Domestic Partner** becomes legally obligated to pay on account of such **Claim** shall be deemed **Loss** which the **Individual Insured** becomes legally obligated to pay as a result of the **Claim**.

All definitions, exclusions, terms and conditions of this Policy, including the RETENTION, applicable to any **Claim** against or **Loss** sustained by such **Individual Insured** shall also apply to this coverage extension.

The extension of coverage afforded by this Section VIII. shall not apply to the extent the **Claim** alleges any **Wrongful Act**, error, omission, misstatement, misleading statement or neglect or breach of duties by such spouse or **Domestic Partner**.

IX. EXTENSION FOR OUTSIDE DIRECTORSHIP ACTIVITIES

Subject to the terms, conditions, exclusions and limitations of this Policy, coverage shall be extended under this Policy for any **Claim** against any director, officer or trustee of the

Organization while acting in the capacity of a director, officer or trustee of any **Outside Entity**, and performing duties related to the conduct of the **Outside Entity's** business, but only if such service is at the written request of the **Organization**. Coverage under this Policy does not extend to any **Outside Entity** or to any other director, officer, trustee, **Employee**, temporary worker, volunteer or intern of such **Outside Entity**. Any extension of coverage to any director, officer or trustee of the **Organization** as provided in this section shall be considered excess of any other indemnity or insurance available to or the director, officer or trustee under a Policy issued to the **Outside Entity** in question. Any payment for **Loss** under this extension shall reduce the LIMIT OF LIABILITY for this coverage part as set forth in the Declaration Page.

COVERAGE PART B. EMPLOYMENT PRACTICES LIABILITY

NOTICE: This is a Claims Made Policy. This Policy only covers those **Claims** first made against **Insured** during the **Policy Period** or Extended Reporting Period, if purchased. **Defense Costs** shall be applied against the RETENTION.

In consideration of the payment of the premium and in reliance upon all statements made and information furnished to the **Company**, including the statements made in the **Application** and all attachments and materials submitted therewith, and subject to all the provisions of this Policy, the **Company** agrees as follows:

I. INSURING AGREEMENT

A. The **Company** will pay on behalf of an **Insured Loss** in excess of the RETENTION, not exceeding the LIMIT OF LIABILITY for which this coverage applies, that an **Insured** shall become legally obligated to pay because of **Claims** first made against the **Insured** during the **Policy Period** or during any Extended Reporting Period, if applicable, for **Wrongful Employment Acts** arising solely out of an **Insured's** duties on behalf of the **Organization**.

B. The **Company** has the right and duty to defend any **Claim** to which this insurance applies, even if the allegations of the **Claim** are groundless, false, or fraudulent.

II. FULL PRIOR ACTS COVERAGE PROVISION

Coverage shall apply to any **Claim** made against an **Insured** for **Wrongful Employment Acts** arising solely out of the **Insured's** duties on behalf of the **Organization** committed prior to the expiration date of the Policy or the effective date of cancellation or non-renewal of this Policy, provided that the **Claim** is first made during the **Policy Period**, or the Extended Reporting Period, if applicable, and written notice of said **Claim** is reported to the **Company** as soon as practicable.

However, coverage shall not apply to any **Claim** based upon or arising out of any **Wrongful Employment Act** or circumstance likely to give rise to a **Claim** of which the person or persons signing the **Application** had knowledge or otherwise had a reasonable basis to anticipate might result in a **Claim**, prior to the earlier of:

A. The inception date of this Policy; or

B. The inception date of the first Policy of this type the **Company** has issued to the **Parent Organization**, provided that the **Company** has written continuous coverage for the **Parent Organization** from such date to the inception date of this Policy.

III. DEFINITIONS

A. "**Application**" means:

- (1) An application and any material submitted for this Policy; and
- (2) An application(s), including any material submitted, for all previous Policies issued by the **Company** providing continuous coverage until the inception date of this Policy.

The content of (1) and (2) above is incorporated by reference in this Policy as if physically attached hereto.

B. “**Claim**” means:

- (1) Any written notice received by any **Insured** that any person or entity intends to hold such **Insured** responsible for a **Wrongful Employment Act**; or
- (2) Any judicial or administrative proceeding initiated against any **Insured** seeking to hold such **Insured** responsible for a **Wrongful Employment Act**, including any proceeding conducted by the Equal Employment Opportunity Commission or similar federal, state or local agency and any appeal there from.

A **Claim** shall be considered first made when an **Insured** or its legal representative or agent first receives notice of a **Claim**.

C. “**Company**” means the insurer identified in the Policy Declarations.

D. “**Defense costs**” means reasonable and necessary legal fees and expenses incurred by the **Company**, or any attorney designated by the **Company** to defend the **Insureds**, resulting from the investigation, adjustment, defense and appeal of a **Claim**. **Defense Costs** includes other fees, costs, costs of attachment or similar bonds (without any obligation on the part of the **Company** to apply for or furnish such bonds), but does not include salaries, wages, overhead or benefits expenses of the **Insured**.

E. “**Discrimination**” means:

- (1) The termination of an employment relationship;
- (2) A demotion or failure to hire or promote any individual; or
- (3) Any other limitation or classification of an **Employee** or applicant for employment which would deprive any individual of employment opportunities or adversely affect any individual’s status as an **Employee**;

because of race, color, religion, age, sex, disability, pregnancy, national origin, marital status, sexual orientation or other protected class or characteristic established under applicable federal, state, or local statute, ordinance, regulation or order.

F. “**Domestic Partner**” means any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law.

G. “**Employee**” means any natural person whose labor or service is engaged by and directed by the **Organization** while performing duties related to the conduct of the **Organization’s** business and includes leased, part-time, seasonal and temporary workers, volunteers, independent contractors and interns. An **Employee’s** status as an **Insured**

will be determined as of the date of the **Wrongful Employment Act** that results in a **Claim**.

H. “**Harassment**” means:

- (1) Sexual harassment including unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature that are made a condition of employment, are used as a basis for employment decisions, or create a work environment that is hostile, intimidating or offensive or that otherwise interferes with performance; or
- (2) Other workplace harassment which creates a work environment that is hostile, intimidating or offensive or that otherwise interferes with performance.

I. “**Individual Insureds**” means any persons who were, now are, or shall be directors, trustees, officers, **Employees**, or committee members of the **Organization**, including their estates, heirs, legal representatives or assigns in the event of their death, incapacity or bankruptcy.

J. “**Insured(s)**” means the **Organization** and the **Individual Insureds**.

K. “**Loss**” means damages, settlements, front pay and back pay, pre-judgment and post judgment interest awarded by a court and punitive or exemplary damages to the extent such damages are insurable under applicable law, but does not include fines, penalties, taxes, the multiplied portion of any multiple damage award, and other monetary sanctions that are uninsurable by operation of law.

For the purpose of determining the insurability of punitive damages and exemplary damages, the laws of the jurisdiction most favorable to the insurability of such damages shall control, provided that such jurisdiction has a substantial relationship to the relevant **Insured** or to the **Claim** giving rise to the damages.

L. “**Organization**” means:

- (1) The **Parent Organization**; and
- (2) Any **Subsidiary** of the **Parent Organization**, or
- (3) Any entity in its capacity as a debtor in possession of (1) or (2) above under the United States bankruptcy law or equivalent status under the law of any other jurisdiction.

M. “**Parent Organization**” means the entity named in ITEM I. of the Policy Declarations.

N. “**Policy Period**” means the period from the effective date of this Policy set forth in ITEM II. of the Policy Declarations, to the expiration date or the effective date of cancellation or non-renewal, if any.

O. “**Retaliation**” means any actual or alleged retaliatory treatment against an **Employee** because of:

- (1) The exercise of or attempt to exercise an **Employee’s** rights under law;

- (2) An **Employee's** disclosure of or threat to disclose to a governmental agency or superior acts of actual or alleged wrongdoing by any **Insured**;
- (3) The filing of any claim under any federal, state or local "whistle-blower" law including the Federal False Claims Act; or
- (4) **Employee** strikes or slowdowns.

P. "**Subsidiary**" means any nonprofit entity which is more than 50% owned or controlled by the **Parent Organization** as of the effective date of this Policy and is disclosed as a **Subsidiary** in an **Application** to the **Company**.

A non profit entity formed or acquired after the effective date of this Policy is a **Subsidiary** if:

- (1) its assets total less than 25% of the total consolidated assets of the **Parent Organization** at the time of formation or acquisition; and
- (2) the formation or acquisition with full particulars about the new **Subsidiary** has been disclosed to the **Company** by the **Parent Organization** as soon as practicable but no later than the expiration date of the Policy or effective date of cancellation or non-renewal of this Policy.

Any non profit entity formed or acquired after the effective date of this Policy whose assets total more than 25% of the total consolidated assets of the **Parent Organization** or any for profit entity formed or acquired after the effective date of this Policy is a **Subsidiary** only if:

- (1) the **Parent Organization** provides written notice to the **Company** of such **Subsidiary** as soon as practicable, but within sixty (60) days of the formation or acquisition of the **Subsidiary**; and
- (2) the **Parent Organization** provides the **Company** with such information as the **Company** may deem necessary to determine insurability of the **Subsidiary**; and
- (3) the **Parent Organization** accepts any special terms, conditions, exclusions, limitations or premium imposed by the **Company**; and
- (4) the **Company**, at its sole discretion, agrees to insure the **Subsidiary**.

A **Subsidiary** which is sold or dissolved:

- (1) after the effective date of this Policy and which was an **Insured** under this Policy; or
- (2) prior to the effective date of this Policy and which was an **Insured** under a prior Policy issued by the **Company**;

shall continue to be an **Insured**, but only with respect to **Claims** first made during this **Policy Period** or Extended Reporting Period, if applicable, arising out of **Wrongful Employment Acts** committed or allegedly committed during the time the entity was a **Subsidiary** of the **Parent Organization**.

Q. "**Third Party**" means any person(s) with whom an **Insured** in their capacity as such interacts while the **Insured** is performing duties related to the conduct of the **Organization's** business.

R. “**Third Party Discrimination**” means **Discrimination** by an **Insured** in their capacity as such against a **Third Party** based upon such **Third Party’s** race, religion, age, sex, disability, national origin, sexual orientation or other protected class or characteristic established under applicable federal, state or local statute or ordinance.

S. “**Third Party Harassment**” means;

- (1) Workplace **Harassment** which creates an environment that is hostile, intimidating or offensive to a **Third Party**; or
- (2) Sexual **Harassment** including any unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature against a **Third Party**;

Committed or allegedly committed by an **Insured** in their capacity as such while the **Insured** is performing duties related to the conduct of the **Organization’s** business.

T. “**Workplace Tort**” means any actual or alleged employment-related:

- (1) misrepresentation;
- (2) negligent supervision, training or evaluation;
- (3) wrongful discipline;
- (4) wrongful deprivation of a career opportunity; or
- (5) failure to enforce written policies and procedures relating to a **Wrongful Employment Act**.

U. “**Wrongful Employment Act**” means any actual or alleged act of:

- (1) **Discrimination**;
- (2) **Harassment**;
- (3) **Retaliation**;
- (4) **Wrongful Termination**;
- (5) **Workplace Tort**;
- (6) Negligent violation of the Uniform Services Employment & Reemployment Rights Act;
- (7) Negligent violation of the Family and Medical Leave Act of 1993, or
- (8) Negligent violation of state law having the same or substantially similar purpose as the acts in (6) or (7) above; or
- (9) Acts described in clauses (1) through (8) above arising from the use of the **Organization’s** Internet, e-mail, telecommunication or similar systems, including the failure to provide and enforce adequate policies and procedures relating to such use of the **Organization’s** Internet, e-mail, telecommunication or similar systems;

committed or allegedly committed by the **Organization** or by an **Individual Insured** acting solely within his/her capacity as such involving and brought by any **Employee**, former **Employee** or applicant for employment with the **Organization**; or asserted against an **Individual Insured** because of his/her status as such.

Wrongful Employment Act shall also include any actual or alleged act of:

- (10) **Third Party Discrimination**
- (11) **Third Party Harassment**

It is further agreed that the same **Wrongful Employment Act**, an interrelated series of **Wrongful Employment Acts** or a series of similar or related **Wrongful Employment Acts** by one or more **Insureds** shall be deemed to be one **Wrongful Employment Act** and to have commenced at the time of the earliest **Wrongful Employment Act**.

V. “**Wrongful Termination**” means the actual or constructive termination of an employment relationship or the demotion of or the failure to promote any **Employee** in a manner which is illegal and wrongful or in breach of an implied agreement to continue employment. **Wrongful Termination** shall not include a termination of employment, demotion or failure to promote any **Employee** which is or is alleged to be in breach or violation of an express contract of employment or an express obligation to make payments in the event of the termination of employment.

IV. EXCLUSIONS

The **Company** shall not be liable to make payment for **Loss** or **Defense Costs** in connection with any **Claim** made against the **Insured** arising out of, directly or indirectly resulting from or in consequence of or in any way involving:

A. Any actual or alleged bodily injury, sickness, disease or death of any person, or damage to or destruction of any tangible property including any resulting loss of use. This exclusion shall not apply to **Claims** for mental anguish, emotional distress, invasion of privacy, humiliation, libel, slander or defamation that result from a **Wrongful Employment Act**;

B. Conduct of the **Insured** or at the **Insured’s** direction that is fraudulent, dishonest or criminal provided that this exclusion will not apply to: (1) **Defense Costs** incurred until such conduct is proven in fact to be fraudulent, dishonest or criminal; or (2) the strictly vicarious liability of the **Insured** for the fraudulent, dishonest or criminal conduct of another **Insured**;

C. Any pension, profit sharing, welfare benefit or other employee benefit program established in whole or in part for the benefit of any **Individual Insured**, or based upon, arising out of or in any way involving the Employee Retirement Income Security Act of 1974 (or any amendments thereof or regulations promulgated thereunder) or similar provisions of any federal, state or local statutory law or common law;

D. Any obligation under a worker’s compensation, disability benefits, insurance benefits or unemployment compensation law, or any similar law; provided this exclusion will not apply to any **Claim** for actual or alleged **Retaliation** with regard to benefits paid or payable;

E. Any pending or prior litigation or administrative or regulatory proceeding, **Claim**, demand, arbitration, decree or judgment of which the **Insured** had written notice before the effective date of this Policy; or any fact, circumstance, event, situation, or **Wrongful**

Employment Act which before the effective date of this Policy was the subject of any notice under any other similar policy of insurance to the **Insured**; or any future **Claims** or litigation based upon the pending or prior litigation or derived from the same or essentially the same facts, actual or alleged;

provided that, if this Policy is a renewal of a Policy or Policies previously issued by the **Company** and if the coverage provided by the **Company** was continuous from the effective date of the first such other Policy to the effective date of this Policy, the effective date of this Policy in this exclusion will mean the effective date of the first Policy under which the **Company** first provided continuous coverage to the **Insured**;

F. Any liability or costs resulting from the modification of any real or personal property in order to make said real or personal property more accessible or accommodating to any disabled person;

G. Any lockout, strike, picket line, replacement of worker(s) or other similar actions resulting from labor disputes or labor negotiations; provided that this exclusion will not apply to a **Claim** for actual or alleged **Retaliation** arising from an **Insured's** alleged violation of such actions;

H. Any **Claim** against any **Subsidiary** or its **Individual Insureds** for any **Wrongful Employment Act** occurring prior to the date that such entity became a **Subsidiary** or any **Wrongful Employment Act** occurring at any time that such entity is not a **Subsidiary**;

I. The National Labor Relations Act, Labor Management Relations Act and amendments thereto, or any similar state, federal, or local law; provided that this Exclusion will not apply to a **Claim** for actual or alleged **Retaliation** arising from an **Insured's** alleged violation of such laws;

J. The portion of any **Claim** covered under any other Coverage Part of this Policy;

K. The **Insured's** actual or alleged liability for damages under any written contract or agreement; provided that this exclusion shall not apply to liability for a **Wrongful Employment Act** which the **Insured** would have in the absence of such contract or agreement. This exclusion shall not apply to covered **Defense Costs** arising out of allegations of breach of an implied employment contract or agreement;

L. Actual or alleged violations of the Fair Labor Standards Act (except the Equal Pay Act), any amendments thereto, or any similar provisions of any federal, state or local law; or improper wages or wage disputes due to misclassification of **Employees** as exempt or non exempt; or misrepresentation involving any **Employee's** status as exempt or non-exempt.

V. LIMITS OF LIABILITY AND RETENTION

Regardless of the number of **Insureds** under this Policy, **Claims** made or brought on account of **Wrongful Employment Acts** or otherwise, the **Company's** liability is limited as follows:

A. the LIMIT OF LIABILITY specified in the Policy Declarations hereof as IN THE AGGREGATE shall be the maximum liability for **Loss** from all **Claims** to which this Coverage Part applies;

B. The LIMIT OF LIABILITY specified in the Policy Declarations as the Limit for EACH CLAIM shall be the maximum liability for **Loss** for each **Claim** to which this Coverage Part applies;

C. **Defense costs** shall be in addition to the LIMIT OF LIABILITY as shown in the Policy Declarations, except for when Item F. below applies;

D. Subject to the Limits of Liability provisions stated above, the **Company** shall be liable to pay only **Defense Costs** and **Loss** in excess of the RETENTION specified in the Policy Declarations hereof as respects each and every **Claim** to which this Coverage Part applies;

E. The **Company** shall have no obligation to pay any part or all of the RETENTION specified in the Policy Declarations for any **Claim** on behalf of any **Insured**. If the **Company**, at its sole discretion, elects to pay any part or all of the RETENTION, the **Insureds** agree to repay such amounts to the **Company** upon demand;

F. The LIMIT OF LIABILITY for the Extended Reporting Period, if applicable, shall be a part of and not in addition to the LIMIT OF LIABILITY specified in the Policy Declarations;

G. **Claims** based upon or arising out of the same **Wrongful Employment Act**, interrelated **Wrongful Employment Acts**, or a series of similar or related **Wrongful Employment Acts** shall be considered a single **Claim** and shall be considered first made during the **Policy Period** or Extended Reporting Period, if applicable, in which the earliest **Claim** arising out of such **Wrongful Employment Act(s)** was first made and **Loss** for such **Claims** shall be subject to the one LIMIT OF LIABILITY that applies to such earliest **Claim**;

H. The LIMIT OF LIABILITY for this Coverage Part shall apply separately to each consecutive annual period starting with the beginning of the **Policy Period** shown in the Policy Declarations. If this Policy is issued for a period of more than twelve (12) months but less than twenty four (24) months or if the **Policy Period** is extended after issuance, the additional Extended Reporting Period will be deemed part of the last preceding annual period for the purposes of determining the Limit of Liability.

VI. LIFETIME OCCURRENCE REPORTING PROVISION

If the **Parent Organization** shall cancel or non-renew this Policy for a reason other than being sold, acquired or bankrupt, each Director or Officer that was an **Insured**, but who did not serve as a Director or Officer at the time of the cancellation or non-renewal, shall be provided an unlimited extension of time to report any **Claim(s)** first made against the Director or Officer after the effective date of such cancellation or non-renewal.

However, this extension of time to report **Claims** shall only be afforded in the event that the **Wrongful Employment Act** was committed before the effective date of cancellation or non-renewal, and no Directors and Officers Liability policy (or policy providing essentially the same type of coverage) or extended reporting period is in effect at the time the **Claim** is made.

VII. SPOUSAL AND DOMESTIC PARTNER EXTENSION

If a **Claim** against an **Individual Insured** includes a **Claim** against the lawful spouse or **Domestic Partner** of such **Individual Insured** solely by reason of (a) such spousal or **Domestic Partner** status, or (b) such spouse or **Domestic Partner's** ownership interest in property or assets that are sought as recovery for **Wrongful Employment Acts**, any **Loss** which such spouse or **Domestic Partner** becomes legally obligated to pay on account of such **Claim** shall be deemed **Loss** which the **Individual Insured** becomes legally obligated to pay as a result of the **Claim**.

All definitions, exclusions, terms and conditions of this Policy, including the RETENTION, applicable to any **Claim** against or **Loss** sustained by such **Individual Insured** shall also apply to this coverage extension.

The extension of coverage afforded by this Section VII. shall not apply to the extent the **Claim** alleges any wrongful act, error, omission, misstatement, misleading statement or neglect or breach of duties by such spouse or **Domestic Partner**.

The Cincinnati Insurance Company

Executive Protection Coverage for Non-Profit Corporations

Directors and Officers Liability Insurance has often been viewed as an unnecessary expense for many non-profit corporations. Board members of many non-profits have been advised that they do not have a need for D&O coverage, for several reasons.

Quite often, non-profit directors feel they have no D&O exposure, due to the fact that they are not vulnerable to litigation brought by shareholders. While it is true that shareholder lawsuits against for-profit companies get all of the national headlines, recent studies indicate that approximately 45% of all D&O complaints are brought by shareholders. Where does that leave the remaining 55% of the D&O related litigation? Employees and “customers” - anyone who receives a non-profit’s services- are two major sources of litigation brought against non-profit corporations.

In addition, most non-profit directors are aware that many states have now passed laws limiting the liability of non-profit volunteers. There are several items which are important to note in this regard: first, the laws are written to provide a certain amount of immunity to *volunteers*. Such laws provide no protection for the organization’s employees, or for the entity itself. In addition, a state’s legislature can pass laws limiting a volunteer’s liability in state court, but they can not provide immunity from federal laws. The largest area of non-profit D&O claims is allegations of civil rights violations (such as discrimination based upon gender, age, disability, etc.). Most civil rights complaints are brought before a federal agency or court, for whom these state laws do not apply.

Finally, many non-profit directors and officers are relying upon their personal umbrella to protect them in their non-profit service. While it is true that a personal umbrella policy may provide coverage while the Insured is serving on a non-profit board, that coverage only applies to the typical exposures covered under an umbrella, such as bodily injury or property damage. A personal umbrella provides no “wrongful acts” coverage for discretionary management decisions made by a non-profit director or officer.

The Cincinnati Insurance Company’s Non-Profit Organization, Director and Officer Liability Policy will defend your directors and officers against such allegations as:

- Acting outside of the scope of the organization’s by-laws.
- Improper oversight.
- Fiscal mismanagement.
- Wrongful termination, discrimination, and sexual harassment.

Coverage Highlights for Cincinnati’s Non-Profit Organization Director & Officer Liability Policy:

- Definition of Insured includes directors, officers, employees and volunteers, as well as the entity.
- Coverage provided on a “duty to defend” basis.
- No retroactive date (full prior acts coverage). Prior litigation date is effective date of policy.
- Coverage available for service on outside 501 (c)(3) organizations at the request of our Insured.
- Marital estate coverage available, for damages granted against an Insured’s spouse in community property states.
- Provision to place defense costs outside of the Limit of Liability can be added for an additional premium.
- Personal injury coverage for employment related claims can be bought back for an additional premium.
- Coverage included for non-monetary damages, as well as demands for monetary compensation.

DRAFT
FY 2011 NPS-RTCA Work Plan
Ohio River Trail project
4-16-2011

RTCA Staff: Peggy Pings, Outdoor Recreation Planner, NPS-RTCA, WV Field Office, WVU Division of Forestry, Room 325 Percival Hall, Evansdale Drive, PO Box 6125, Morgantown WV 26506-6125, 304-293-7528 (w), 304-282-7464 (c), 304-879-5622 (h), mpings@wvu.edu

ORTC Lead Contact: Dr. Vincent Troia, Chief Executive Officer, Ohio River Trail Council, 1100 Pennsylvania Ave, Monaca, PA 15061 | Phone: 724.728.2625 (w), 724.462.3183 (c), troiaeye@verizon.net

Timeframe: This letter serves to outline the scope of work to be performed by NPS, RTCA in Fiscal Year 2011 (October 1, 2010 to September 30, 2011).

Project Goal: The Ohio River Trail Council (ORTC) is working to develop a 41-mile multi-use land & water trail system along the Ohio River and its tributaries in southwestern Pennsylvania, known as the Ohio River Trail. In addition, the ORTC proposes the broad vision of a Tri-state Greenway System of interconnecting trails in Ohio, Pennsylvania and West Virginia. In 2010, ORTC has received numerous grants, resolutions of support from the local municipalities, and has nearly completed a Feasibility Study for the South Shore of the ORT.

Anticipated Outcome(s): Feasibility Study for the North Shore Section of the ORT. A re-activated Tri-State Trail Alliance to support local trail linkage efforts.

Partners Roles and Expectations:

NPS RTCA is requesting that all partners agree to a scope of work this year to ensure that project roles and responsibilities are well understood, and to help NPS document its efforts for accountability purposes. The scope of work for continuing assistance beyond this year is contingent on RTCA approval. This work plan sets up intended work for the given fiscal year but acknowledges that conditions and needs may change throughout the year.

- ORTC Role: Serve as project lead in all land & water trail planning, coordinating and communicating between membership, stakeholders, and RTCA.
- RTCA Role: Serve as member of the ORTC North Shore Trail Feasibility Study advisory committee, assist with expanding public involvement. Along with Andrea Irland (RTCA in Ohio office) assist with re-invigorating the Tri-State Trail Initiative and meeting coordination to develop a multi-state trail vision and action strategy; assist in organizing and convening a first meeting of potential stakeholders to discuss future needs and directions.
 - Time commitment – 4 weeks of staff time.
- This work plan sets up intended work for the given fiscal year but acknowledges that conditions and needs may change throughout the year.
- It is anticipated that work will continue beyond the current year and include the following elements:
 - Grant-writing to fund trail development.
 - Engineering, Design and Construction of various trail elements.

Tasks:

Oct-Dec	Expand stakeholder list (Peggy/Vince/partners). Attend the Western PA Trail Symposium.
Jan - Mar	Plan / implement the 3/29 Tri-State Trail Initiative meeting (Peggy/Vince/partners).
Apr	Attend ORTC Board meeting (Peggy). Follow up on Tri-State meeting and report (Peggy).
May	Finalize Tri-State Report and email to participants (Peggy/Andrea/partners).
May-Sept	Attend ORTC Board meeting and Advisory Committee meeting (Peggy). Assist with Feasibility Study (Peggy/ORTC/consultant).

Background:

The Ohio River Trail project stretches from the Great Ohio Lake-to-River Greenway at the Beginning Point of the U.S. Public Land Survey, a National Historic Landmark located near the three-way intersection of Ohio, Pennsylvania, and the northern tip of West Virginia to Coraopolis, PA thereby connecting to our nation's capital via the Montour Trail, the Great Allegheny Passage, and the C&O Canal Towpath National Historic Site.

The Ohio River Trail Council (ORTC) is a non-profit volunteer-led public benefit corporation that began as a grass-roots effort to support a progressing state and national movement to develop greenways, especially since 1987 when President Reagan's Commission on "American Outdoors" recommended establishing a national greenways network.

The ORTC's mission is to honor our past and build our communities future by providing recreation opportunities, heritage development, environmental stewardship, safe transportation networks and economic stimulus.

One of the major outcomes of the project will be to foster further recreation and cultural-based economic development by capitalizing on the synergy of ecotourism and the potential development of an interstate recreation and parks system.

Request of acknowledgement of RTCA's assistance where appropriate:

If printed materials, signage, reports, or publications result from your project we request that you give appropriate recognition by using the arrowhead of the National Park Service and mention of the Rivers, Trails and Conservation Assistance Program.

SIGNATURES

RTCA Project Manager

Date

Ohio River Trail Council

Date



**ORTC &
Venture Outdoors
Celebrate**

A Community day...



Kayaking & Hiking

Date: July 17, 2011

Time: 1:00 pm to 9:00 pm

Location: Lock 57 Park, Ohioville, PA

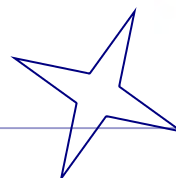
Details: The Ohio River Trail Council and Venture Outdoors will celebrate a wonderful summer day of Kayaking and Hiking while learning about the history of the Sandy & Beaver Canal and the "Point of Beginning". **Each participant must wear a personal floatation device.** Kayaks will be available but are limited. Bring your own if you have one. Also volunteers will plant wildflowers for the development of a Butterfly Preserve. Nesting eagles and Hawks are in the area which provide excellent birding opportunities.

Cost: Free

Contact: Venture Outdoors 724-856-2785
or ORTC at 724-728-2625



*Expanding
"Life's"
Horizons*



Ohio River Trail Council - Beaver & Allegheny County Pennsylvania Trails

1. Ohio River Trail (Proposed land trail by the Ohio River Trail Council)

- The Ohio River Trail (ORT) was conceived out of the opportunity for connectivity – “Point of Beginning” to Monaca, Pa; Pittsburgh, PA; Washington, DC; Cleveland, OH and Wheeling, WV. The Point of beginning is an historic national landmark located near the three-way intersection of Ohio, Pennsylvania, and the northern tip of West Virginia. The ORT is part of the Rivers of Steel National Heritage Area and is working with the Adventure Cycling Association and PennDOT (Bike Route A) to be part of U.S Bicycle Route 50 and part of the Underground Railroad, Pittsburgh spur.
- Ohio River Trail South Shore Trail consists of nine (8) communities: Monaca, Center Township, Aliquippa, Hopewell Township, South Heights, Crescent Township, Moon Township, Coraopolis, Pa. and a feeder trail to Robert Morris University Island Sports Center in Neville Township.
- Ohio River Trail North Shore Trail consists of twelve (12) communities: Glasgow, Ohioville, Midland, Industry, Vanport, Beaver, Bridgewater, Fallston, New Brighton, Brighton Township, Rochester, and Rochester Township. The Bradys Run Extension adds the two (2) Townships of Patterson and Brighton.
- Contact: Dr. Vincent Troia | Ohio River Trail Council | 1100 Pennsylvania Av | Monaca Pa | drvtroia@troiaeye.com | 724.728.2625

2. Water Trails (Proposed water trail by the Ohio River Trail Council)

- Ohio River Water Trail: From Lock 57 Park, Ohioville Pa to the Three Rivers Water Trail, Pittsburgh Pa.
- Beaver River Water Trail: Beaver Falls (Wallace Run) to Wampum Borough (Bevington Boat Launch) which continues north to the Shenango Water Trail.
- Improvements include small boat launches, Signage and Bicycle & Kayak racks funded by the Port of Pittsburgh Commission.

3. EPA Brownfield Study (Ohio River Trail Council)

- The ORTC and our partner the Borough of Monaca, PA along with three of our partner municipalities, Aliquippa, Coraopolis and Midland received a grant for a \$150,000 EPA Brownfields Area-Wide Planning Program Grant and Assistance to advance regional brownfields revitalization.

4. National Park Service Rivers & Trails Program (Ohio River Trail Council)

- The NPS staff, David Lange, Peggy Pings & Andrea Irland will assist the ORTC to complete a feasibility study and administrate the Tri-state Trail Initiative.

5. Venture Outdoors (Ohio River Trail Council)

- ORTC and Venture Outdoors Community Day, July 17, 2011. 1:00pm – 9:00p. Kayak and Hike to the Sandy & Beaver Canal Lock 54 ruins.

6. Beaver River Trail (Beaver River Rails-to-Trails Association)

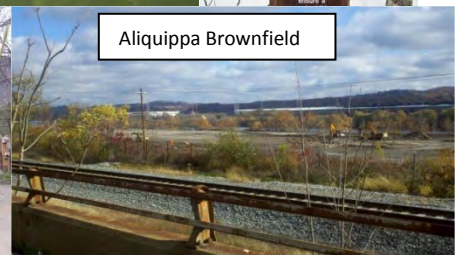
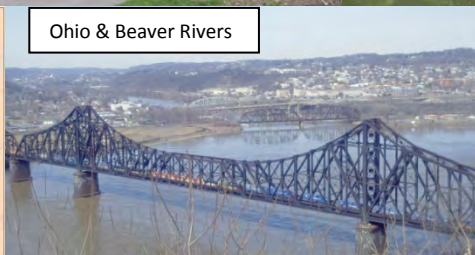
- First Rail-Trail in Beaver County. Connections from Beaver Falls to Wampum, Elwood City, New Castle and the proposed Ohio River Trail.

7. Bradys Run Mountain Bike Trail (Beaver Area Bike Enthusiasts or BABE) – Beaver County Park

8. North Country Trail (North Country Trail Association)

9. Montour Trail (Montour Trail Council)

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Hello Local Trail Organizations:

In an effort to get more people outside this spring/summer, especially families, as well as to show our support for the work you all do, the new REI Settlers Ridge Store in Robinson Township is partnering with the Montour Trail Council to organize a "Rails to Trails Summit" on Saturday, May 14th from 9:00am – 5:00pm.

REI would like to offer you an in-store tabling opportunity to promote your trails, recruit members & volunteers, celebrate your accomplishments as well as solicit support for future projects from the local REI Community. To attract trail users to the store for you to interact with REI will be hosting a couple of workshops:

- 1) Trail Side Bike Repair w/ REI Master Tech
- 2) Great Allegheny Passage Speaker Panel
- 3) In addition to these workshops we would also like to extend to you the opportunity to host your own presentation to further showcase your trails.

This event will be promoted through in store signage, on the local stores' website event pages as well as through our local event email blasts (nearly 40,000 local subscribers). Our Bike Repair Classes as well as Great Allegheny Passage presentations attract standing room only crowds on their own so we do expect a large number of cyclists to join us for this event.

The event will begin with a "meet and greet" from 9:00am until the store opens at 10:00am. During this time REI will provide breakfast and the opportunity to network with other trail council groups as well as discuss ways that REI can support your trails and events (including details about REI conservation Grants).

Please let me know if your Organization would be interested in participating or if you have any questions. Thank You

See you Outside,

Peter Greninger
Outreach Specialist
REI Pittsburgh & Settlers Ridge
(412)488-9410x308

The (Insert Trail Group Name):

Would like to participate in the REI Rails to Trails Summit on Saturday, May 14th by:

- Manning an information table
- Hosting a workshop or presentation
- Attend the “meet and greet” networking breakfast
- Unable to attend but will send promotional materials that you can share w/ participants.

Primary Contact Information:

Name _____

Email _____

Phone _____

OHIO RIVER TRAIL COUNCIL

Membership Application

<http://www.ohiorivertrail.org>



"Joining communities through fitness, recreation, heritage and transportation networks."

Date: _____

STUDENT / SENIOR	\$25		PATRON	\$250	
INDIVIDUAL	\$50		ADVOCATE	\$500	
FAMILY	\$75		BENEFACTOR	\$1000	
MUNICIPALITY/ ORGANIZATION	\$100		LEADERS CIRCLE		

NAME:
BUSINESS NAME:
ADDRESS:
CITY, STATE, ZIP:
PHONE:
E-MAIL ADDRESS:

Please support the Ohio River Trail Project. I would be interested in helping the Ohio River Trail Project in the following areas:

- | | |
|---------------------------------------|---|
| _____ Web Site Design and Maintenance | _____ Fishing Pier, Boardwalk |
| _____ Fund Raising, Grant Writing | _____ Shelter/Fitness Stations Construction |
| _____ Publicity and Public Relations | _____ Cycling, Fishing or Photography Club |
| _____ Landscaping, Trail maintenance | _____ Wildlife Habitat Restoration |
| _____ Newsletter, Web Page | _____ Bird & Butterfly Preserve |
| _____ Safety Patrols | _____ Ohio River Trail Museum/Library |
| _____ Mountain Bike Trail Park | |

Please make checks payable to the Ohio River Trail Council. Mail your membership application to:

Ohio River Trail Council c/o Dr. Vincent Troia
Chief Executive Chairmen & CEO, 1100 Pennsylvania Av, Monaca, Pa 15061
Phone: 724.728.2625; Email: vtroia@ohiorivertrail.org; www.ohiorivertrail.org

Ohio River Trail Council Meeting Sign-In Sheet

Project: Ohio River Trail
 Facilitator: Dr. Vincent Troia
 Place/Room: Monaca Municipal Building - second floor

Date: 18-Apr-11
 Time: 4:00pm

PRINT NAME	ORGANIZATION	TITLE	PHONE	EMAIL
1. Vincent Troia	ORTC	CEO		
2. Donna Campbell	ORTC	SEC	724-630-4823	DCampbell1@verizon.net
3. DIANE KEMP	ORTC	V-Chair	724-643-4176	mq.n@midlandbcshc.org
4. Justin Battalini	ORTC		724-513-4724	jbattalini@hotmail.com
5. Pat Majors	MVCO	Chair	724-775-3501	patmajors@comcast.net
6. Todd Allen	ORTC		724-847-6783	
7. John Van Jura	ORTC		724-774-8243	JEVANJURA@FCBankinc.com
8. Chad McMillin	ORTC	Solicitor	724-722-6224	724-375-6683
9. TIM VOLK	CARNECFC			412-688-2187
10. Peggy Pings	NPS-RTCA	Outdoor Rec Planner	304-293-7528	mpings@wvu.edu
11. DARZO LEONS	MONACA	MANAGER	724-775-9600	DMANAGER@MONACA.PA.NET
12. JOHN SZATKIEWICZ	OHIOVILLE	MAYOR	724-643-8422	5tlbird@comcast.net
13. LINDA De TICE	" "		" "	" "
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