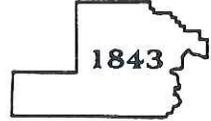


# Yamhill County



Location: 434 NE Evans St, McMinnville • Mailing: 535 NE Fifth St, McMinnville, OR 97128  
Phone (503) 434-7501 • Fax (503) 434-7553  
TTY (800) 735-2900 • [www.co.yamhill.or.us](http://www.co.yamhill.or.us)

**KENNETH HUFFER**  
COUNTY ADMINISTRATOR

**JUSTIN HOGUE**  
BUSINESS SERVICES DIRECTOR

**DATE:** March 26, 2021  
**TO:** Board of Commissioners and Ken Huffer, County Administrator  
**FROM:** Justin Hogue, Business Services Director  
**SUBJECT:** Ratification of Pollution Liability Coverage for Whiteseon and Newberg Landfills  
**ATTACHMENT:** Coverage Quotation for Premises Pollution Liability Insurance Policy

Yamhill County maintains an environmental site liability insurance policy for the closed Whiteseon and Newberg landfills. This policy provides broad coverage for a range of potential liabilities arising from potential pollution incidents and is a part of our post-closure care assurance plan.

The current pollution liability policy is expiring this year. Therefore, staff requests that the Board accept the attached quote and authorize staff to execute the agreement with CHUBB to renew the policy for \$31,987.96 for an additional year of pollution liability coverage for the Whiteseon and Newberg Landfills.

Thank you for your consideration.

Justin Hogue, Business Services Director

Accepted by Yamhill County  
Board of Commissioners on  
4/1/2021 by Board Order  
# 21-119

# CHUBB®

Chubb Excess and Surplus Insurance Services, Inc.  
One Post Street, 34th Floor  
San Francisco, CA 94104  
CA License #0594384

## Premises Pollution Liability Insurance Policy (claims-made coverage)

### Coverage Quotation

#### CHUBB ENVIRONMENTAL

DATE: 03/24/2021  
TO: Sid Friedman  
Brown & Brown Northwest  
601 SW 2nd Avenue, Ste. 1200,  
Portland, OR 97204  
[sfriedman@bbnw.com](mailto:sfriedman@bbnw.com)

QUOTATION # 1 (This Quotation supersedes and replaces Quotation # dated .)

INSURER: Illinois Union Insurance Company  
A.M. BEST RATING: A++ XV  
FIRST NAMED INSURED: Yamhill County  
ADDRESS: 535 Ne 5th St  
McMinnville, Oregon 971284504  
RENEWAL OF: G27847730 001  
HOME STATE: Oregon

Premium	31,259.00
Policy Fee	0.00
Inspection Fee	0.00
Other Fee	0.00
Total	31,259.00
State Tax	625.18
Fire Marshal Tax	93.78
SLSC	10.00
<b>Total Due</b>	<b>\$31,987.96</b>

THIS IS EVIDENCE OF INSURANCE PROCURED AND DEVELOPED UNDER THE OREGON SURPLUS LINES LAWS. IT IS NOT COVERED BY THE PROVISION OF ORS 734.510 TO 734.710 RELATING TO THE OREGON INSURANCE GUARANTY ASSOCIATION. IF THE INSURER ISSUING THIS INSURANCE BECOMES INSOLVENT THE OREGON INSURANCE GUARANTY ASSOCIATION HAS NO OBLIGATION TO PAY CLAIMS UNDER THIS EVIDENCE OF INSURANCE.

**FOR POLICIES EFFECTIVE JULY 21, 2011 AND SUBSEQUENT, WE REQUIRE THE PRODUCER TO PROVIDE THE "HOME STATE" AS DEFINED IN THE NONADMITTED AND REINSURANCE REFORM ACT (NRA) UPON THE BINDING OF THIS PLACEMENT.**

INCEPTION DATE: 03/29/2021  
EXPIRATION DATE: 03/29/2022  
RETROACTIVE DATES:

#### Coverage A

Premises Pollution Condition Liability:	Full Retro
Premises Indoor Environmental Condition Liability:	Not Offered
Premises Pollution Condition First-Party Claims:	Not Offered
Premises Indoor Environmental Condition First-Party Claims:	Not Offered

#### Coverage B

Transportation Liability:	03/29/2006
Transportation First-Party Claims:	Not Offered

#### Coverage C

Non-Owned Disposal Sites Liability:	Not Offered
-------------------------------------	-------------

If "FULL RETRO" is indicated in the Retroactive Date column above, then retroactive coverage is afforded pursuant to this Policy for that specific exposure, subject to any other corresponding exposure-specific Retroactive Date added to this Policy by endorsement.

**BUSINESS INTERRUPTION LOSS DEDUCTIBLE:**

B.O. 21-119  
Exhibit "A"  
Pg. 5 of 5  
Page 1 of 4

Not Offered days Per Pollution Condition or Indoor Environmental Condition for Business Interruption Loss

**LIMITS / SIR / TERM / PREMIUM:**

LIMITS OF LIABILITY	SELF-INSURED RETENTION	TERM (YEARS)	PREMIUM	TRIA PREMIUM*
\$10,000,000 Per Pollution Condition or Indoor Environmental Condition/ \$10,000,000 Aggregate All Pollution Conditions or Indoor Environmental Condition	\$100,000 Per Pollution Condition or Indoor Environmental Condition	1	\$31,259	\$2,605

**\*THE OPTIONAL TERRORISM RISK INSURANCE ACT (TRIA) PREMIUM AS QUOTED ABOVE IS THE ADDITIONAL PREMIUM THAT WILL BE INCLUDED IN THE TOTAL PREMIUM FOR THIS POLICY IF TRIA COVERAGE IS ELECTED. THIS CHARGE IS FOR TRIA COVERAGE PER THE ATTACHED DISCLOSURE LETTER. WE MUST RECEIVE A SIGNED COPY OF THE ATTACHED DISCLOSURE LETTER INDICATING THAT TRIA COVERAGE HAS BEEN ACCEPTED OR DECLINED.**

TERMS & CONDITIONS	
<b>Covered Locations:</b>	<ol style="list-style-type: none"> <li>Whiteson Landfill, Yamhill County, Riverbend Rd, McMinnville, OR 97128</li> <li>Newberg Landfill, Yamhill County, 1820 S Riverfront St, Newberg, OR 97132</li> </ol>
<b>Policy Form:</b>	PF-44887b (08/18) Premises Pollution Liability Insurance Policy <u>QUOTED COVERAGES</u> <input checked="" type="checkbox"/> <b>A. POLLUTION CONDITIONS OR INDOOR ENVIRONMENTAL CONDITIONS COVERAGE</b> <input checked="" type="checkbox"/> <b>B. TRANSPORTATION COVERAGE</b> <input type="checkbox"/> <b>C. NON-OWNED DISPOSAL SITE COVERAGE</b>
<b>Additional Terms and Conditions:</b>	<ol style="list-style-type: none"> <li>Premium is 100 % Minimum-Earned as of inception of the Policy</li> <li>PF-45388 (02/15) Asbestos and/or Lead-Based Paint Limitation Endorsement               <ul style="list-style-type: none"> <li>ACM/LBP Excluded</li> </ul> </li> <li>PF-48608 (01/17) Business Interruption Coverage Limitations Endorsement               <ul style="list-style-type: none"> <li>Excluded</li> </ul> </li> <li>PF-48622a (08/18) Deletion Of Discovery (Premises Pollution) Endorsement</li> <li>PF-51304a (02/20) Fluorinated Compounds Exclusionary Endorsement</li> <li>PF-44922(09/14) Schedule of Disclosed Conditions Endorsement               <ul style="list-style-type: none"> <li>2007 Annual Groundwater Monitoring Report, Whiteson Landfill, dated March 10, 2008</li> <li>2008 Annual Groundwater Monitoring Report, Whiteson Landfill, dated July 29, 2008</li> <li>2009 Annual Groundwater Monitoring Report, Whiteson Landfill, dated October 13, 2009</li> <li>2010 Annual Groundwater Monitoring Report, Whiteson Landfill, dated December 13, 2010</li> <li>January and July 2008 Landfill Gas Monitoring Results, April 2008 Surface Water and Leachate Sampling Results, and July</li> </ul> </li> </ol>

	<p style="text-align: center;">2008 Groundwater Sampling Results, Newberg Landfill, Newberg, Oregon</p> <p>7. PF-44944 (09/14) Indoor Environmental Conditions Limitations Endorsement</p> <ul style="list-style-type: none"> <li>• Excluded</li> </ul> <p>8. PF-51293 (10/18) Landfill Exclusionary (Remediation Costs Only) Endorsement</p> <p>9. PF-44951 (09/14) Material Change In Risk Amendatory (Intended Use) Endorsement</p> <ul style="list-style-type: none"> <li>• Intended Use: Closed Landfill</li> </ul> <p>10. PF-48647 (01/17) Non-Owned Disposal Sites Coverage Limitation Endorsement</p> <ul style="list-style-type: none"> <li>• Excluded</li> </ul> <p>11. PF-44963 (09/14) Other Insurance (Primary) Endorsement</p> <p>12. SL-34256a (01/16) Service of Suit Endorsement - Oregon</p> <p>13. ALL-21101 (11/06) Trade Or Economic Sanctions Endorsement</p> <p>14. ALL-22657a (10/12) Oregon Changes - Domestic Partnership</p> <p>15. LD-5S23j (03/14) Signatures</p> <p>16. SL-17901 (08/04) Oregon Surplus Lines Notification</p> <p>17. ALL-20887a (03/16) Chubb Producer Compensation Practices &amp; Policies</p> <p>18. ILP 001 01 04 U. S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders</p>
<b>TRIA Forms:</b>	<p><b><i>IF THE INSURED ELECTS TO PURCHASE TERRORISM COVERAGE PER THE ATTACHED DISCLOSURE LETTER FOR THE ADDITIONAL PREMIUM NOTED ABOVE, THE FOLLOWING ENDORSEMENTS WILL APPLY:</i></b></p> <p>1. PF-23728b (02/20) Terrorism Risk Insurance Act Endorsement</p> <p>2. TRIA11e (08/20) Disclosure Pursuant To Terrorism Risk Insurance Act</p> <p><b><i>IF THE INSURED ELECTS TO DECLINE TERRORISM COVERAGE PER THE ATTACHED DISCLOSURE LETTER, THE FOLLOWING ENDORSEMENTS WILL APPLY:</i></b></p> <p>1. TRIA24a (08/20) Policyholder Disclosure Notice of Terrorism Insurance Coverage</p>
<b>Value-Added Services</b>	<p>Chubb Environmental is committed to developing long-term relationships with our valued insureds. It is our philosophy to partner with our insureds and become an extension of their risk management team, in an effort to enhance the environmental risk management culture within their organization. Working with our insured's risk management team, Chubb Environmental will utilize Environmental Incident Alert, in addition to ESIS Health, Safety and Environmental Services, a Chubb loss control subsidiary, to customize and deliver quality environmental engineering risk control services focused on helping them minimize potential loss exposures. Environmental Incident Alert is a complimentary program developed to assist Chubb Environmental clients find and dispatch qualified incident response contractors, monitor cleanup costs (in real time) and mitigate potential liabilities associated with environmental releases.</p>

<p><b>ALL TERMS, CONDITIONS, AND PRICING ARE SUBJECT TO RECEIPT, REVIEW, AND APPROVAL OF THE FOLLOWING, PRIOR TO BINDING:</b></p>
<p><b>X</b> COMPLETED, SIGNED AND DATED CHUBB ENVIRONMENTAL APPLICATION</p>
<p><b>X</b> SIGNED AND DATED ATTACHED TRIA DISCLOSURE FORM, BUT ONLY IF REJECTING TRIA COVERAGE</p>
<p><b>X</b> WRITTEN CONFIRMATION FROM THE BROKER OF THE NAMED INSURED'S "HOME STATE" AS DEFINED IN THE NONADMITTED AND REINSURANCE REFORM ACT (NRRA)</p>

<b>Surplus Lines Information</b>	<p><b>Surplus Lines Insurer: <u>ILLINOIS UNION INSURANCE COMPANY</u></b></p> <p>Coverage will be provided on a surplus lines basis. Collection and filing of all taxes and fees is the responsibility of the producing surplus lines broker, as is inclusion of state-mandated surplus lines disclaimer language on or in the policy. Please forward a copy of your surplus lines license for our records.</p> <p><b>Please advise your client that Chubb Excess and Surplus Insurance Services, Inc. (CESIS) is offering this quote as representative of its affiliated surplus lines insurance company, Illinois Union Insurance Company. CESIS is not acting on behalf of your client and does not seek placements in other surplus lines markets.</b></p>
<b>Policy Form</b>	<p>PF-44887b (08/18) Premises Pollution Liability Insurance Policy</p> <p>This quotation contemplates the use of Chubb forms, issued on the paper indicated above in this document. All terms and conditions are per those forms and endorsements unless otherwise noted herein.</p>
<b>OFAC</b>	<p>OFAC NOTICE: The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency." OFAC has identified and listed numerous Foreign agents, Front organizations, Terrorists, Terrorist organizations, and Narcotics traffickers as "Specially Designated Nationals and Blocked Persons." This list can be located on the United States Treasury's web site – <a href="http://www.treas.gov/ofac">http://www.treas.gov/ofac</a>. In accordance with OFAC regulations, if it is determined that you or any other proposed named insured has violated U.S. sanctions law or is a Specially Designated National or Blocked Person, as identified by OFAC, we reserve the right to withdraw this quote at any time prior to binding.</p>
<b>TRIA</b>	<p><b>TRIA NOTICE: Presently, the Terrorism Risk Insurance Act ("TRIA") expires on 12/31/27. The premium quoted above includes a separate premium charge for terrorism coverage over the entire Policy Period. In the unlikely event that you elect to receive TRIA coverage and it is not renewed before 12/31/27, or TRIA otherwise expires at some point during the Policy Period, we will refund the unearned portion of our TRIA premium to you on a pro-rata basis. In the event that new legislation is enacted requiring the Insurer to offer coverage for terrorism that is materially different than the coverage requirements included in the current version of TRIA that expires on 12/31/27, the Chubb Companies reserve the right to re-price and tailor TRIA coverage to conform with the statutory requirements and risks presented in the new legislation.</b></p>
<b>Disclaimer</b>	<p>Please read this quotation carefully, as the limits, coverage and other terms and conditions may vary significantly from those requested in your submission and/or from the expiring policy. Terms and conditions that are not specifically mentioned in this quotation are not included. The terms and conditions of this quotation supersede the submitted insurance specifications and all prior proposals and binders. Actual coverage will be provided by and in accordance with the policy as issued.</p> <p>The insurer is not bound by any statements made in the submission purporting to bind the insurer unless such statement is reflected in the policy or in an agreement signed by someone authorized to bind the insurer.</p> <p>This quotation has been constructed on reliance of the data provided in the submission. A material change or misrepresentation of that data voids this quotation.</p>
<b>Premium Payment</b>	<p><b>IN THE EVENT COVERAGE IS BOUND, THE PREMIUM INDICATED ABOVE MUST BE REMITTED TO US WITHIN THIRTY (30) DAYS FROM THE DATE OF THE INVOICE AS OUTLINED ON YOUR AGENCY'S MONTHLY STATEMENT BILL.</b></p>
<b>eDelivery</b>	<p>Acceptance of this quote indicates the insured's consent to accept delivery of the policy by electronic means, including delivery of the policy as an e-mail attachment. We will deliver the policy to the email address shown above. If the insured would like to withdraw their consent to electronic delivery and exclusively receive a printed paper copy of the policy, please contact the undersigned.</p>
<b>Quotation Expiration</b>	<p><b>THIS BINDABLE QUOTATION SHALL EXPIRE AT 5:00 pm E.S.T. on: 03/29/2021</b></p>

Thank you for the opportunity to quote on this risk. For underwriting questions or concerns, please contact Chandler Morris at 213-612-5693 (phone) or [chandler.morris@chubb.com](mailto:chandler.morris@chubb.com) (email).

Chubb Environmental  
Alicia Aghevli, CRIS  
Chubb Excess and Surplus Insurance Services, Inc.  
CA Surplus Lines Broker License # 0E17778.

**POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE  
COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury---in consultation with the Secretary of Homeland Security, and the Attorney General of the United States---to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that where coverage is provided by this policy for losses resulting from certified acts of terrorism, such losses may be partially reimbursed by the United States Government under a formula established by federal law. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided below and does not include any charges for the portion of loss that may be covered by the federal government under the act.

You should also know that the Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

COVERAGE OF "ACTS OF TERRORISM" AS DEFINED BY THE REAUTHORIZATION ACT WILL BE PROVIDED FOR THE PERIOD FROM THE EFFECTIVE DATE OF YOUR NEW OR RENEWAL POLICY THROUGH THE EARLIER OF THE POLICY EXPIRATION DATE OR DECEMBER 31, 2027. EFFECTIVE DECEMBER 31, 2027 THE TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT EXPIRES.

Acceptance or Rejection of Terrorism Insurance Coverage

If you choose to purchase Terrorism Insurance Coverage, the portion of your premium that is attributable to coverage for acts of terrorism is \$0.

If you choose to reject Terrorism Insurance Coverage, you or your authorized representative may do so by signing and returning this notice where indicated below or otherwise notifying us prior to the inception or renewal date of the policy. Failure to do so prior to such date will be deemed purchase of Terrorism Insurance Coverage.

By Signing below, Terrorism Insurance Coverage is rejected.

\_\_\_\_\_  
Policyholder/Applicant/Authorized  
Representative's Signature

Illinois Union Insurance Company  
Insurance Company

\_\_\_\_\_  
Print Name

G27847730 002  
Policy Number

\_\_\_\_\_  
Date

B.O.21-119  
Exhibit "A"  
Pg 5 of 5