

RESOLUTION NO. 2022- 153

A RESOLUTION AUTHORIZING THE EXECUTION OF A FINAL PROOF OF LOSS AND SUCH OTHER DOCUMENTS NECESSARY TO SETTLE A CLAIM AND ACCEPT A SETTLEMENT IN ACCORDANCE WITH A POLICY OF INSURANCE BY AND BETWEEN THE CITY OF VINELAND AS THE INSURED AND ZURICH AMERICAN INSURANCE COMPANY, ASPEN GREAT LAKES AS THE INSURER.

WHEREAS, the City of Vineland is insured against risks of loss of direct physical loss or damage and Business Interruption emanating from the Clayville Unit 1 and Down Unit 11 Generation Stations with Zurich American Insurance Company, Aspen, Great Lakes (Zurich);and

WHEREAS, the City experienced a loss occurring during the Policy Period of March 1, 2020-March 1, 2021 and submitted a claim to Zurich as specified in the Final Proof of Loss Form attached hereto and made a part hereof; and

WHEREAS, it is in the best interest of the City to accept the settlement of \$1,250,591.98 as full and final settlement for such claim and to execute the Final Proof of Loss and such other documents necessary to accept the tendered off from Zurich in the said amount; and

WHEREAS, the Director of the Municipal Utilities has recommended the City accept the settlement amount

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Vineland that the Mayor and Clerk are hereby authorized to execute the Sworn Statement in Final Proof of Loss and such other documents necessary to accept the claim amount of \$1,250,591.98 from Zurich American Insurance Company, Aspen, Great Lakes in the form and substance as attached hereto and made a part hereof.

Adopted:

President of Council

ATTEST:

City Clerk

**SWORN STATEMENT IN
FINAL PROOF OF LOSS**

\$100,000,000 Per Occurrence

Various
POLICY NUMBER

01 March 2020

DATE ISSUED

Marsh
AGENCY
Houston, TX

01 March 2021

DATE EXPIRES

AGENT AT

To the Zurich American Insurance Company, Aspen, Great Lakes

At time of loss, by the above indicated policy of insurance you insured

City of Vineland

against loss by All Risks of Direct Physical Loss or Damage to the property described under Schedule "A", according to the terms and conditions of the said policy and all forms, endorsements, transfers and assignments attached thereto.

Time and Origin: A Mechanical Breakdown loss occurred about the hour of _____ O'clock _____ .M.,
STATE KIND

on the 12 day of October 20 20 The cause and origin of the said loss were: Mechanical breakdown
of compressor blades.

Occupancy: The building described, or containing the property described, was occupied at the time of the loss as follows, and for no other purpose whatever: **Power Generation**

Title and Interest: At the time of the loss the interest of your insured in the property described herein was: OWNER
No other person or persons had any interest therein or encumbrance thereon,
except: NONE

Changes: Since the said policy was issued there has been no assignment thereof, or change of interest, use, occupancy, possession, location or exposure of the property described, except: None

Total Insurance: The total amount of insurance upon the property described by this policy was, at the time of the loss, \$100,000,000, as more particularly specified in the apportionment attached under Schedule "C", besides which there was no Policy or other contract of insurance, written or oral, valid or invalid.

The Actual Cash Value of said property at the time of the loss was Not Determined

LOSS THE LOSS AND DAMAGE AS WAS... **Property Damage and Business Interruption** **\$ 1,250,591.98**

DEDUCTIBLE LESS AMOUNT DEDUCTIBL(s)..... **\$ Included**

AMOUNT CLAIMED: THE AMOUNT CLAIMED under the above numbered policy is **LOSS LINE MINUS DEDUCTIBLE** **\$ 1,250,591.98**

The said loss did not originate by any act, design or procurement on the part of your insured, or this affiant; nothing has been done by or with the privity or consent of your insured or this affiant, to violate the conditions of the policy, or render it void; no articles are mentioned herein or in annexed schedules but such as were destroyed or damaged at the time of said loss; no property saved has in any manner been concealed, and no attempt to deceive the said company, as to the extent of said loss, has in any manner been made. Any other information that may be required will be furnished and considered a part of this proof.

The insured hereby covenants that no release has been or will be given to or settlement or compromise made with any third party who may be liable in damages to the Insured in consideration of the payment under this policy hereby subrogates the said Company to all rights and causes of action the said Insured has against any person, persons, or corporations whomsoever for damage arising out of or incident to said loss or damage to said property and authorizes said Company to sue in the name of the Insured but at the cost of the Company any such third party, pledging full cooperation in such action.

The furnishing of this blank or the preparation of proofs by a representative of the above insurance company is not a waiver of any of its rights.

State of _____ X

County of _____ Insured

Subscribe and sworn to before me this _____ day of _____ 20 22

Notary Public

LOSS PAYEE AND APPORTIONMENT OF CLAIM

City of Vineland

\$319,727.42 Payment by London Market Property Damage net
\$739,111.14 Payment by the US Market Property Damage net
\$191,753.42 Payment by all markets BI net
\$1,250,591.98 Total Payments

Property Damage - \$2,881,516.15 Gross

London 15%

\$2,881,516.15 Gross
(\$750,000) Deductible (London)

\$2,131,513.15 x 15% = **\$319,727.42** Payment by London Market

\$2,881,516.15 Gross
(\$1,500,000) Deductible (Zurich and Aspen)

\$1,381,516.15 x 53.5% = **\$739,111.14** Payment by the US Market

Zurich	50%	- \$690,758.08	Net
Aspen	3.5%	- <u>\$ 48,353.06</u>	Net
Total		\$739,111.14	

Business Interruption - \$279,932.00 Net

Total net measurement of \$279,932.00 for BI for all markets. X 68.5% = **\$191,753.42**

City of Vineland is Self-Insured for 31.5%

Policy Period - 01 March 2020 - 2021