

# ENVIRONMENTAL REVIEW RECORD

**Reconstruction of Clarks Ferry Tavern Project  
Duncannon Borough, Perry County**

**CDBG Entitlement**

**DCED Contract No.  
C000088476**



# ENVIRONMENTAL REVIEW RECORD

GRANT NUMBER:  
C000088476

PROJECT NAME:  
Reconstruction of Clarks Ferry Tavern Project

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## Environmental Review Record Checklist

Components	Yes	No	N/A	Comments
<b>1. Brief Project Description</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Page 3
<b>2. Explanation of Exemption or Categorical Exclusion Determinations (as relevant)</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<b>3. Statutory Checklist*; Environmental Requirements other than NEPA (For all Cat. Excl. Projects, including Cat. Excl. Projects determined to be exempt pursuant to 58.34(a)12, and projects requiring EA or EIS)/Other Requirements Checklist**</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Pages 6-7 EA per 24 CFR 58.36
<b>4. Environmental Assessment Document (Depending on level of clearance req.)</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Pages 2-14
<b>5. Environmental Assessment Checklist (Optional)</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Page 11
<b>6. Notice of Finding of No Significant Impact as posted/published (as relevant)</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<b>7. Notice of Intent to Request a Release of Funds as posted/published (as relevant)</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<b>8. Combined FONSI/RROF as posted/published (as relevant)</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Appendix N
<b>9. a. Distribution List of FONSI (as relevant) b. Distribution List of RROF (as relevant) c. Distribution List of FONSI/RROF (as relevant)</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Appendix N
<b>10. Any comments received and recipient responses</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Appendices A through M
<b>11. Certification of Environmental Review, Request for Release of Funds submitted (as relevant)</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Appendix N
<b>12. Notice of Removal of Grant Condition/Release of funds (as relevant)</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Appendix O
<b>13. Post-Review Revisions and Changes, Written Decisions, Amendments, and Supplements (as relevant)</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<b>14. Continuing Project (58.47) Determination (as relevant)</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<b>15. EIS documentation required by 58.55-60 (as relevant)</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

\* Section 58.5 Requirements

\*\* Section 58.6 Other Requirement

**PART 1**

**DRAFT**



U.S. Department of Housing and Urban Development  
451 Seventh Street, SW  
Washington, DC 20410  
www.hud.gov  
epanol.hud.gov

## Environmental Assessment Determinations and Compliance Findings for HUD-assisted Projects 24 CFR Part 58

### Project Information

**Project Name:** Reconstruction of Clarks Ferry Tavern Project

**Responsible Entity:** Perry County  
PO Box 37  
New Bloomfield, PA 17068-9603  
(717) 582-2131

**Grant Recipient** (if different than Responsible Entity): The Friends of Clark's Ferry Tavern

**State/Local Identifier:** C000088476

**Preparer:** Angie Hunselman, Program Analyst, SEDA-Council of Governments

**Certifying Officer Name and Title:** R. Franklin Campbell, Chairman

**Consultant** (if applicable): SEDA-Council of Governments

**Direct Comments to:** Angie Hunselman, Program Analyst  
SEDA-Council of Governments  
201 Furnace Road  
Lewisburg, PA 17837  
(570) 524-4491  
akemberling@seda-cog.org

**Project Location:** 600 North Market Street, Duncannon, PA

**Description of the Proposed Project** [24 CFR 50.12 & 58.32; 40 CFR 1508.25]:

Perry County has allocated Appalachian Regional Commission (ARC) funds in the amount of \$500,000 for the Reconstruction of the Clarks Ferry Tavern Project in Duncannon Borough, Perry County, Pennsylvania.

The scope of work includes site preparation, as well as creation of a Welcome Center and Living History/Events Center. Also to be completed with other funds is the addition of an outbuilding which will include a covered outside eating area, catering kitchen, public restrooms, landscaping and reconstruction of the Tavern Green.

**Statement of Purpose and Need for the Proposal** [40 CFR 1508.9(b)]:

**Purpose/Need**

**Existing Conditions and Trends** [24 CFR 58.40(a)]:

**Existing conditions**

**Funding Information**

<b>Grant Number</b>	<b>HUD Program</b>	<b>Funding Amount</b>
C000088476	ARC Funds	\$500,000

**Estimated Total HUD Funded Amount: \$500,000**

**This project anticipates the use of funds or assistance from another Federal agency in addition to HUD in the form of (if applicable): \$ 0**

**Estimated Total Project Cost (HUD and non-HUD funds) [24 CFR 58.32(d)]: \$500,000**

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**Historic Properties (includes archeology):** The "circumstances requiring compliance" threshold is considered to be a determination by the RE, made in consultation with the SHPO/THPO (and ACHP if it has decided to participate in 36 CFR Part 800 required consultations), that the undertaking will have either No Adverse Effect or an Adverse Effect on properties/archaeological resources on or eligible for listing on the National Register of Historic Properties (NR) in the Area of Potential Effect for the proposed undertaking. Compliance is achieved by documenting implementation of procedures set forth at 36 CFR 800 et. seq. The phrase "no circumstances which require compliance" [as used in §58.34(a)(12)] shall apply only when the RE has: reached an adequately documented finding of "No Historic Properties Affected," in accordance with 36 CFR §800.4(d)(1); AND, received no objections within thirty (30) days from the SHPO's/THPO's (and the ACHP's if it has decided to participate in Part 800 required consultations) date of receipt of a formal consultation letter from the Responsible Entity transmitting that finding. For the definition of an "adequately documented finding," see 36 CFR §800.11(b) & (d). Determinations are based on a review of the NR, field observation, a check with other individuals or groups having the requisite expertise, and consultations with the SHPO required by 36 CFR Part 800.

**Floodplain Management:** The project is within or will impact on the 100-year floodplain identified by the FEMA Flood Hazard Boundary or Flood Insurance Rate Map. If no such maps have been published, the same finding is necessary by the grantee's Engineer or local Flood Control Agency. If the Project involves a critical Capital Fund (e.g. a fire station, a hospital, etc.), the 500-year flood plain applies. Initiate and complete reviews required by the HUD Procedures for the Implementation of Executive Order 11988", as set forth in 24 CFR Part 55 (Project may be approved if there is no practicable alternative outside the floodplain).

**Wetlands Protection:** The project is within, or will affect a wetland. This finding is based on review of Federal National Wetlands Inventory Maps unless more current information is available. Initiate and complete the Water Resources Council 8-step procedure (Project may be approved if there is no practicable alternative outside the wetland area).

**Coastal Zone Management (CZM):** The project is within the area covered by a Federally-approved CZM Program. A consistency determination/permit from the State CZM agency or other relevant jurisdictional authority is required to document consistency.

**Sole Source Aquifers and Safe Drinking Water:** The project will occur in an area designated by EPA as a sole source aquifer. Contact US EPA Regional Office to confirm whether project meets the threshold for a formal EPA review. If it does, then a circumstance requiring compliance exists. Compliance is achieved by obtaining EPA's formal review and approval of the project.

**Farmland Protection Policy Act of 1981:** The project involves the conversion of farmland to non-agricultural use. Recipients can obtain assistance from the USDA Soil Conservation Service, in determining whether a proposed location or site meets the Act's definition of farmland. If the site meets the Act's definition, then the recipient must complete the review process as set forth in 7 CFR Part 658, "Farmland Protection Policy: Final Rule."

**Endangered Species:** The project will affect an endangered species of plants or animals, or an critical habitat. This finding is based on a review of the "Federally-Listed Endangered and Threatened Species" for the area in which the project is situated. Initiate and complete consultation with the U.S. Fish and Wildlife Service (FWS) as required under Section 7 of the Endangered Species Act.

**Wild and Scenic Rivers:** The project will have an effect on a river which is a component of the National Wild and Scenic Rivers System or is under consideration for inclusion in the System. This finding is based on information from and consultation with the Department of the Interior (DOI). Consult DOI Park Service for resolution assistance.

**Air Quality:** The project is within a non-attainment area for which EPA has approved the State Implementation Plan (SIP), and there are SIP controls for such a project. Consider compliance issues in the project decision. If issues are transportation-related, priority must be given to implementing those portions of the SIP to achieve and maintain national primary air quality standards. The Department of Environmental Protection responsible for SIP implementation should be consulted. Permits should be obtained as relevant.

**Noise Abatement and Control (24 CFR Part 51B):** The project involves noise sensitive uses [24 CFR Part 51.101(a)(3)], and the ambient noise level at the Project site is above 65 dB. This finding is based on the HUD Noise Assessment Guidelines (NAG) or other acoustical data. Require appropriate mitigation measures or justify deviation from the HUD standards.



**Hazardous Operations Explosive or Flammable in Nature (24 CFR Part 51C):** The project is in the vicinity of hazardous operation involving explosive or flammable fuels or chemicals which exceed the standards and application of HUD Guidebook, "Siting of HUD-Assisted Projects Near Hazardous Facilities". Require appropriate mitigation measures as per the above-cited regulations. NOTE: 24 CFR Part 51C does not apply to projects involving the renovation only of existing commercial, industrial, institutional, or open space-recreational facilities.

**Runway Clear Zones at Designated Commercial Service Airports and Clear Zones and Accident Potential Zones at Military Airfields (24 CFR Part 51D):** The project is located in such zones and consists of activities as cited in 24 CFR Part 51D, Section 51.302. Comply with appropriate procedures and policies set forth in the above cited regulations.

**Site Contamination\* [24 CFR part 58.5(i)(2)]:** Based upon an evaluation of previous uses of the project site/structures involved and area in proximity\*\* to the site, a site inspection, and other current techniques by qualified professionals determined necessary by the RE, site contamination issues have been identified. Particular attention should be given to any proposed site on or in the general proximity to such areas as dumps, landfills, industrial sites or other locations that are creating problems, or are suspected of creating problems related to hazardous materials, contamination, toxic chemicals and gases, and radioactive substances. Since it is HUD policy that properties being proposed for use in HUD programs be free of contamination problems that could affect the health and safety of occupants, or conflict with the intended utilization of a project property, the RE must either require appropriate mitigation measures to assure a safe site, or require evidence from the project sponsor that appropriate mitigation measures have been implemented by qualified professionals, consistent with relevant Federal, State, and local laws and regulations, ensuring that the occupants of proposed sites will not be adversely affected by the type of hazards listed above.

**Environmental Justice (Executive Order 12898):** The project has been determined to have adverse health or environmental effects, which disproportionately impact a minority or low-income population relative to the community at large. The potential for new or continued adverse effects must then be evaluated. If susceptible populations are impacted: mitigation or avoidance must be considered to the extent practicable; and public participation processes must involve the affected population in the decision-making process. Steps taken to identify, and as appropriate, to avoid or mitigate such impacts, and to involve the affected population, should be documented in the ERR.\*\*\*

\* Excerpted from point III, page 56120, in the Supplementary Information section of amendment to 24 CFR Part 58, as published in the Federal Register, 9/29/03 (Volume 68, Number 188): "The policy set forth in Sec. 58.5(i)(2) requires due diligence in accordance with the language in that section, but is not intended to suggest any liability for damages caused by unknown or undiscovered hazards where an appropriate review has been performed. In addition, the policy that sites be free from hazardous materials, etc., does not require a complete absence of such materials, but only that the property be free of hazards where the hazard could affect the health and safety of occupants or conflict with the intended use of the property. The policy also does not prescribe any specific form of remediation, which may vary depending upon the nature of the hazard."

\*\* HUD has left the definition of the term "proximity" as used in Sec. 58.5(i)(2), up to the Responsible Entity. As concerns certain Programs under which HUD is to perform environmental reviews (i.e. the HOPWA, SHOP, and Youthbuild Programs), proximity is discussed as the area within 3,000 feet of the project site.

\*\*\* The Executive Order calls on Federal agencies, and in the case of HUD, units of general purpose government acting under an assumption of HUD's environmental review responsibility, to identify and address, to the extent practicable, disproportionately high adverse human health or environmental effects of their programs, policies and activities on minority and low income populations.

## Compliance with 24 CFR 50.4, 58.5, and 58.6 Laws and Authorities

Record below the compliance or conformance determinations for each statute, executive order, or regulation. Provide credible, traceable, and supportive source documentation for each authority. Where applicable, complete the necessary reviews or consultations and obtain or note applicable permits of approvals. Clearly note citations, dates/names/titles of contacts, and page references. Attach additional documentation as appropriate.

<b>Compliance Factors:</b> Statutes, Executive Orders, and Regulations listed at 24 CFR §58.5 and §58.6	Are formal compliance steps or mitigation required?	Compliance determinations
<b>STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR 50.4 and 58.6</b>		
<b>Airport Hazards</b>  24 CFR Part 51 Subpart D	Yes    No <input type="checkbox"/> <input checked="" type="checkbox"/>	No airports located near project. Appendix H – Checklist and map
<b>Coastal Barrier Resources</b>  Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 [16 USC 3501]	Yes    No <input type="checkbox"/> <input checked="" type="checkbox"/>	“Out” determination made.  Appendix B contains FIRM and Coastal Barrier Resources Map
<b>Flood Insurance</b>  Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a]	Yes    No <input type="checkbox"/> <input checked="" type="checkbox"/>	NFIP CID # 420749B Appendix A
<b>Clean Air</b>  Clean Air Act, as amended, particularly section 176(c) & (d); 40 CFR Parts 6, 51, 93	Yes    No <input type="checkbox"/> <input checked="" type="checkbox"/>	No air contaminants in proximity to project. Air Quality map included in Appendix L
<b>Coastal Zone Management</b>  Coastal Zone Management Act, sections 307(c) & (d)	Yes    No <input type="checkbox"/> <input checked="" type="checkbox"/>	Only coastal areas in PA are Lake Erie and Delaware River. Appendix B - map
<b>Contamination and Toxic Substances</b>  24 CFR Part 50.3(i) & 58.5(i)(2)	Yes    No <input type="checkbox"/> <input checked="" type="checkbox"/>	EPA Superfund and CERCLA list were reviewed; property is not located within 3,000 feet of a toxic or solid waste landfill. PACT conducted Appendix K
<b>Endangered Species</b>  Endangered Species Act of 1973, particularly section 7; 50 CFR Part 402	Yes    No <input type="checkbox"/> <input checked="" type="checkbox"/>	PNDI-812350  No endangered species or impacts to the environment identified.  Appendix D - letter
<b>Explosive and Flammable Hazards</b>  24 CFR Part 51 Subpart C	Yes    No <input type="checkbox"/> <input checked="" type="checkbox"/>	No areas of concern in project area per site visit and photographs.  No increase in number of persons exposed.  Appendix K & Attachment 2
<b>Farmlands Protection</b>  Farmland Protection Policy Act of 1981, particularly sections 1504(b) and 1541; 7 CFR Part 658	Yes    No <input type="checkbox"/> <input checked="" type="checkbox"/>	No farmlands affected by project.  No change in land use.  Appendix G - NRCS USDA Websoil Mapper

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR §58.5 and §58.6	Are formal compliance steps or mitigation required?	Compliance determinations
<b>STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR 50.4 &amp; 58.5</b>		
<b>Floodplain Management</b>  Executive Order 11988, particularly section 2(a); 24 CFR Part 55	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	8 Step Floodplain Review completed 5/14/2024. Project is located in a regulatory floodplain. FEMA Map No. 42035C0389E Effective Date: 6/16/2016 Appendix A - checklist
<b>Historic Preservation</b>  National Historic Preservation Act of 1966, particularly sections 106 and 110; 36 CFR Part 800	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	PHMC/SHPO consulted. ER # [REDACTED] Appendix C - letter
<b>Noise Abatement and Control</b>  Noise Control Act of 1972, as amended by the Quiet Communities Act of 1978; 24 CFR Part 51 Subpart B	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	Project is not a noise sensitive use; as such the project is not subject to noise standards. Site visit – Part 1, page 12 Appendix I - checklist
<b>Sole Source Aquifers</b>  Safe Drinking Water Act of 1974, as amended, particularly section 1424(e); 40 CFR Part 149	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	No sole source aquifers in project area.  Appendix F - map
<b>Wetlands Protection</b>  Executive Order 11990, particularly sections 2 and 5	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	No wetlands located in project area.  Appendix A - map
<b>Wild and Scenic Rivers</b>  Wild and Scenic Rivers Act of 1968, particularly section 7(b) and (c)	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	No effect to wild and scenic rivers.  Appendix E - map
<b>Environmental Justice</b>  Executive Order 12898	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	Project provides service to all persons and does not disproportionately affect LMI persons.  Appendix J - map

## Other Requirements (Section 58.6) Checklist

PROJECT NAME: Reconstruction of Clarks Ferry Tavern Project

GRANT NUMBER: C000088476

In addition to the duties under the laws and authorities specified in 58.5 for assumption by Responsible Entities (RE) under the laws cited in 58.1(b), RE must comply with the following requirements. Applicability of the following requirements does not trigger the certification and release of funds procedure under this Part or preclude exemption of an activity under 58.34 (a) (12) and/or the applicability of 58.35(b). However, the RE remains responsible for addressing the following requirements in its ERR and meeting these requirements, where applicable, regardless of whether the activity is exempt under 58.34 or Categorically Excluded under 58.35 (a) or (b).

**(a) Federal Flood Insurance Purchase Requirements (do not apply to funds from Federal formula grants made to a State).**

- (1) Does the project involve acquisition or construction (including rehabilitation) in a community identified by the Federal Emergency Management Agency (FEMA) as having special flood hazard areas (100-year and 500-year floodplains)?  
Yes  No  If "Yes," go to (a)(2). If "No," go to Question (b).
- (2) Is the project located in 100-year flood plain (500-year floodplain for "critical" Capital Funds\*)? Yes  No   
If "Yes," go to (a) (3). If "No," go to Question (b).
- (3) Is the community in which the project is located (X ) participating in the National Flood Insurance Program or, ( ) has less than a year passed since FEMA notified the community concerning such hazards. (Please check one of the above depending on the situation) Yes  No . If "Yes," attach a statement concerning how you will assure that flood insurance will be maintained in accordance with the "Flood Insurance Protection" guidance sheet attached to this Checklist and go to Question (b). The implementation of this project consistent with your statement must be made a condition on the environmental findings and recommendations for the project. If "No," project cannot be funded.

\*As defined in the U.S. Water Resources Council's Floodplain Management Guidelines for Implementing Executive Order 11988.

**(b) Coastal Barriers Resources**

Is the project to be undertaken located in the coastal Barrier Resources System, as amended by the Coastal Barrier Improvement Act of 1990 (16 U.S.C. 3501)?

Yes  No  If "Yes," Federal financial assistance may not be provided. If "No," then go to Question (c).

**(c) Projects located in Close Proximity to Airports Contained on the HUD list of 24 CFR Part 51D Covered Airports.**

Does the project involve assistance, subsidy, or insurance for the purchase or sale of an existing property in a Runway Clear Zone or Clear Zone as defined in 24 CFR Part 51D? Yes  No  If "Yes," the buyer must be advised that the property is in a runway Clear Zone or Clear Zone, what the implications of such a location are, and then there is a possibility that the property may, at a later date, be acquired by the airport operator. The buyer must sign a statement acknowledging receipt of this information. The implementation of this requirement must be made a condition in the environmental review findings and recommendations for this project.

Prepared by: Nadine Simpson Title: Program Analyst, Community Development, SEDA-COG

Date: 4/24/2024 Signature: \_\_\_\_\_

## Flood Insurance Protection

Duration of Flood Insurance Coverage. The statutory period for flood insurance coverage may extend beyond project completion. For loans, loan insurance or guaranty, flood insurance coverage must be continued for the term of the loan. For grants and other non-loan forms of assistance, coverage must be continued for the life of the property, regardless of transfer of ownership of such property. Section 582(c) of the Community Development and Regulatory Improvement Act of 1994 mandates that "...The requirement of maintaining flood insurance shall apply during the life of the property, regardless of transfer of ownership of such property." (42 U.S.C. 5154a)

Dollar Amount of Flood Insurance Coverage. For loans, loan insurance or guaranty, the amount of flood insurance coverage need not exceed the outstanding principal balance of the loan. For grants and other forms of financial assistance, the amount of flood insurance coverage must be at least equal to the development or project cost (less estimated land cost) or to the maximum limit of coverage made available by the Act with respect to the particular type of building involved (SF-Single Family, OR-Other Residential, NR-Non Residential, or SB-Small Business), whichever is less. The development or project cost is the total cost for acquiring, constructing, reconstructing, repairing or improving the building. This cost covers both the Federally assisted and the non-Federally assisted portion of the cost, including any machinery, equipment, fixtures, and furnishings. If the Federal assistance includes any portion of the cost of any machinery, equipment, fixtures or furnishings, the total cost of such items must also be covered by flood insurance.

Proof of Purchase. The standard documentation for compliance with Section 102 (a) is the Policy Declarations form issued by the National Flood Insurance Program or issued by any property insurance company offering coverage under the National Flood Insurance Program. The insured has its insurer automatically forward to the grantee in the same manner as to the insured, information copies of the Policy Declarations form for verification of compliance with the Act. Any financially assisted SFHA building lacking a current Policy Declarations form is in Noncompliance.

Grantee's Evidence of Compliance under the Certification. The grantee must maintain a complete and up-to-date listing of its on-file and current Policy Declarations for all financially assisted SFHA buildings. As a part of the listing, the grantee should identify any such assisted building for which a current Policy Declarations form is lacking and attach a copy of the written request made by the grantee to the owner to obtain a current Policy Declarations form.

**NOTICE TO PROSPECTIVE BUYERS OF PROPERTIES LOCATED IN  
RUNWAY CLEAR ZONES AND CLEAR ZONES/ACCIDENT POTENTIAL ZONES**

(In accordance with 24 CFR Part 51, Section 51.303(a)(3), this notice must be given to anyone interested either in buying an existing HUD property, or using HUD assistance to buy an existing property that is located in either a Runway Clear Zone at a civil airport or a Clear Zone/Accident Potential Zone at a military installation.)

The property which you are interested in purchasing at \_\_\_\_\_ is located in the Runway Clear Zone/Clear Zone/Accident Potential Zone for \_\_\_\_\_.

Studies have shown that if an accident were to occur it is more likely to occur within the Runway Clear Zone/Clear Zone/Accident Potential Zone than in other areas around the airport/airfield. Please note that we are not discussing the chances that an accident will occur, only where one is most likely to occur.

You should also be aware that the airport/airfield operator may wish to purchase the property at some point in the future as part of a Runway Clear Zone/Clear Zone/Accident Potential Zone acquisition program. Such programs have been underway for many years at airports and airfields across the country. We cannot predict if or when this might happen since it is a function of many factors, particularly the availability of funds, but it is a possibility.

We wanted to bring this information to your attention. Your signature on the space below indicates that you are now aware that the property you are interested in is located in a Runway Clear Zone/Clear Zone/Accident Potential Zone.

\_\_\_\_\_  
Signature of prospective buyer

\_\_\_\_\_  
Date

N/A

\_\_\_\_\_  
Type or print name of prospective buyer

(This notice must be maintained as part of the file on this Capital Fund)

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**Environmental Assessment Factors** [24 CFR 58.40; Ref. 40 CFR 1508.8 & 1508.27] Recorded below is the qualitative and quantitative significance of the effects of the proposal on the character, features and resources of the project area. Each factor has been evaluated and documented, as appropriate and in proportion to its relevance to the proposed action. Verifiable source documentation has been provided and described in support of each determination, as appropriate. Credible, traceable and supportive source documentation for each authority has been provided. Where applicable, the necessary reviews or consultations have been completed and applicable permits of approvals have been obtained or noted. Citations, dates/names/titles of contacts, and page references are clear. Additional documentation is attached, as appropriate. **All conditions, attenuation or mitigation measures have been clearly identified.**

**Impact Codes:** Use an impact code from the following list to make the determination of impact for each factor.

- (1) Minor beneficial impact
- (2) No impact anticipated
- (3) Minor Adverse Impact – May require mitigation
- (4) Significant or potentially significant impact requiring avoidance or modification which may require an Environmental Impact Statement

Environmental Assessment Factor	Impact Code	Impact Evaluation
<b>LAND DEVELOPMENT</b>		
Conformance with Plans / Compatible Land Use and Zoning / Scale and Urban Design	2	Consultation with Perry County Planning
Soil Suitability/ Slope/ Erosion/ Drainage/ Storm Water Runoff	2	Consultation with Perry County Conservation
Hazards and Nuisances including Site Safety and Noise	2	Consultation with Perry County Planning, PA Department of Environmental Protection, U.S. Environmental Protection Agency
Energy Consumption	2	No Impact
<b>SOCIOECONOMIC</b>		
Employment and Income Patterns	2	No Impact
Demographic Character Changes, Displacement	2	No Impact, no displacement.
<b>COMMUNITY FACILITIES AND SERVICES</b>		
Educational and Cultural Facilities	2	No Impact
Commercial Facilities	2	No Impact
Health Care and Social Services	2	No Impact
Solid Waste Disposal / Recycling	2	No Impact
Waste Water / Sanitary Sewers	2	No Impact
Water Supply	2	No Impact
Public Safety - Police, Fire and Emergency Medical	2	No Impact
Parks, Open Space and Recreation	2	No Impact
Transportation and Accessibility	2	No Impact
<b>NATURAL FEATURES</b>		
Unique Natural Features, Water Resources	2	PNDI-812350 - No known impact
Vegetation, Wildlife	2	PNDI-812350 - No known impact
Other Factors	2	None

**Additional Studies Performed:** No additional studies performed.

**Field Inspection** (Date and completed by): by

**List of Sources, Agencies and Persons Consulted** [40 CFR 1508.9(b)]:

U.S. Army Corps of Engineers  
Perry County Historical Society  
Pennsylvania Historical & Museum Commission  
Perry County Conservation District  
Department of Environmental Protection  
U.S. Environmental Protection Agency  
Pennsylvania Department of Transportation  
Pennsylvania Emergency Management Agency  
Federal Emergency Management Agency  
Local  
Perry County Planning  
Pennsylvania Department of Community & Economic Development

**List of Permits Obtained:**

Permits will be obtained as determined by results of the Environmental Review.

**Public Outreach** [24 CFR 50.23 & 58.43]:

Letters sent on: April 24, 2024, with 30-day comment period ending: May 24, 2024

Finding of No Significant Impact and Notice of Intent to Request Release of Funds published in Perry County Times on May 29, 2024.

**Cumulative Impact Analysis** [24 CFR 58.32]:

- 8 Step Floodplain Review completed 5/14/2024.
- Department of the Army authorization required for discharge of dredged and/or fill material into waters of the U.S., including jurisdictional wetlands.
- Historical properties – \_\_\_\_\_.
- Endangered species – PNDI-812350
- Erosion controls addressed by E&S Plan.

It has been determined that the Reconstruction of Clarks Ferry Tavern Project Project activities are in compliance with local and area planning and will have no adverse impact on the environment.

**Alternatives** [24 CFR 58.40(e); 40 CFR 1508.9]

**Alternative** - Option rejected.

**No Action Alternative** [24 CFR 58.40(e)]:

**No Action description.** - Option rejected.

**Summary of Findings and Conclusions:**

Upon consultation with local, state, and federal agencies, it has been determined that the Reconstruction of Clarks Ferry Tavern Project Project activities will not have an adverse impact on the surrounding environment.

The Environmental Review has been leveled as an Environmental Assessment as \_\_\_\_\_.



**Mitigation Measures and Conditions [40 CFR 1505.2(c)]**

Summarize below all mitigation measures adopted by the Responsible Entity to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements, and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure
	No mitigation needed.

**Determination:**

- Finding of No Significant Impact** [24 CFR 58.40(g)(1); 40 CFR 1508.27]  
The project will not result in a significant impact on the quality of the human environment.
- Finding of Significant Impact** [24 CFR 58.40(g)(2); 40 CFR 1508.27]  
The project may significantly affect the quality of the human environment.

Preparer Signature: \_\_\_\_\_ Date: May 20, 2024

Name/Title/Organization: Angie Hunselman, Program Analyst, Community Development  
201 Furnace Road, Lewisburg, PA 17837

Certifying Officer Signature: \_\_\_\_\_ Date: May 20, 2024

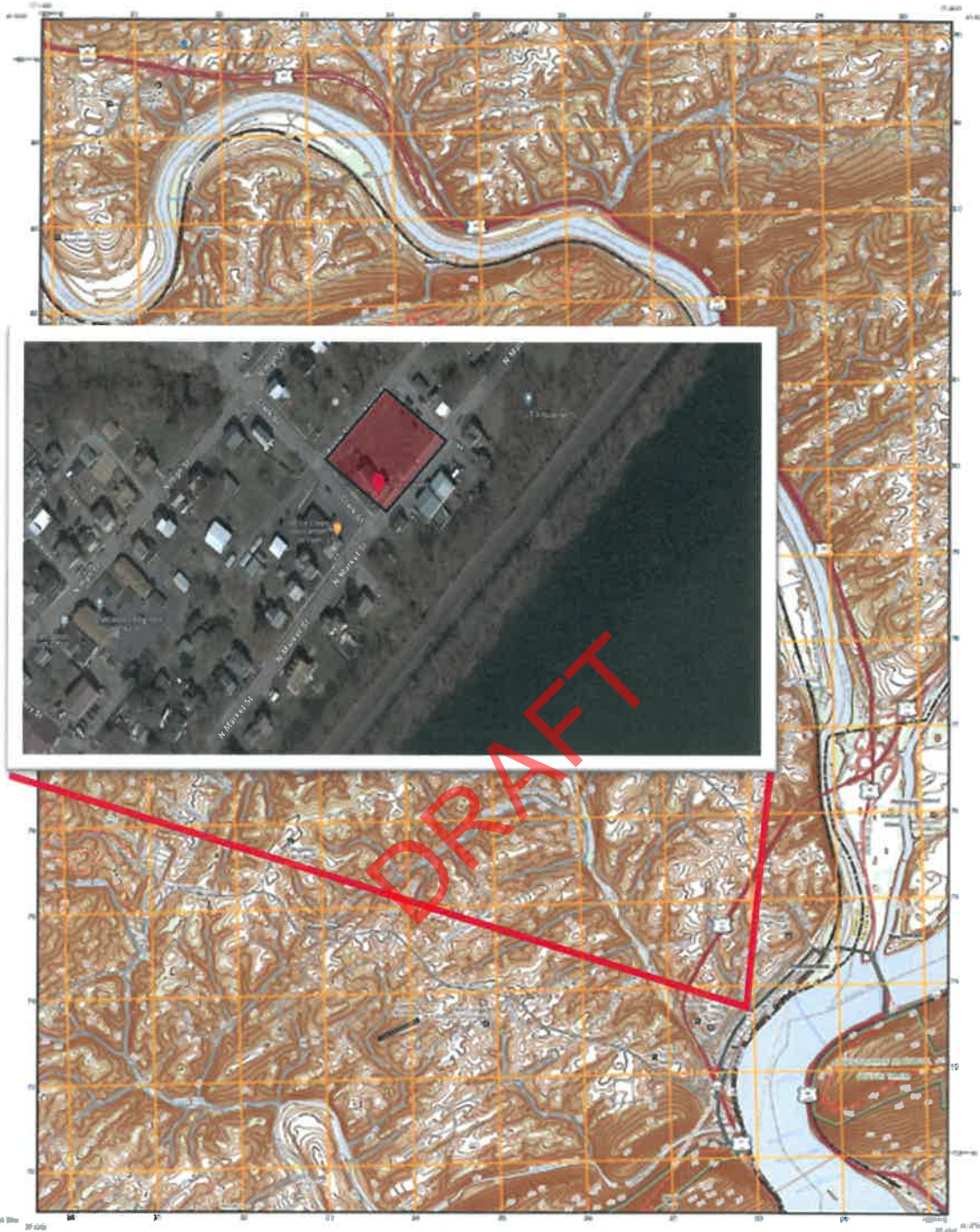
Name/Title: R. Franklin Campbell, Chairman

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).

**ATTACHMENT 1**

**TOPOGRAPHIC AND PROJECT  
LOCATION MAPS**

**DRAFT**



Produced by the National Geospatial Library  
This product is a derivative product of the  
National Geospatial Inventory (NGI) data  
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The data is provided as a best effort  
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No warranty is made by the USGS  
regarding the accuracy, reliability,  
completeness, or timeliness of the  
information.



SCALE 1:25,000



**Legend**

Boundary	Contour	Water
...	...	...



Quad

**Reconstruction of Clarks Ferry Tavern Project**  
603 North Market Street, Duncannon, PA 17020  
Perry County



Location

**Reconstruction of Clarks Ferry Tavern Project**

603 North Market Street, Duncannon, PA 17020

Perry County

**APPENDIX A**

**FLOODPLAIN MANAGEMENT  
WETLANDS PROTECTION  
FLOOD INSURANCE**

**DRAFT**

**Reconstruction of Clarks Ferry Tavern Project  
Duncannon Borough, Perry County**

**Floodplain Management (CEST and EA)**

General Requirements	Legislation	Regulation
Executive Order 11988, Floodplain Management, requires Federal activities to avoid impacts to floodplains and to avoid direct and indirect support of floodplain development to the extent practicable.	Executive Order 11988	24 CFR 55
<b>Reference</b>		
<a href="https://www.hudexchange.info/environmental-review/floodplain-management">https://www.hudexchange.info/environmental-review/floodplain-management</a>		

1. Does [24 CFR 55.12\(c\)](#) exempt this project from compliance with HUD's floodplain management regulations in Part 55?

Yes

Provide the applicable citation at 24 CFR 55.12(c) here. If project is exempt under 55.12(c)(7) or (8), provide supporting documentation.

→ Based on the response, the review is in compliance with this section. Continue to the Worksheet Summary below.

No → Continue to Question 2.

2. Provide a FEMA/FIRM or ABFE map showing the site.

The Federal Emergency Management Agency (FEMA) designates floodplains. The FEMA Map Service Center provides this information in the form of FEMA Flood Insurance Rate Maps (FIRMs) or Advisory Base Flood Elevations (ABFEs). For projects in areas not mapped by FEMA, use the best available information to determine floodplain information. Include documentation, including a discussion of why this is the best available information for the site.

**Does your project occur in a floodplain?**

No → Based on the response, the review is in compliance with this section. Continue to the Worksheet Summary below.

Yes

Select the applicable floodplain using the FEMA map or the best available information:

Floodway → Continue to Question 3, Floodways

Coastal High Hazard Area (V Zone) → Continue to Question 4, Coastal High Hazard Areas

500-year floodplain (B Zone or shaded X Zone) → Continue to Question 5, 500-year Floodplains

100-year floodplain (A Zone) → The 8-Step Process is required. Continue to Question 6, 8-Step Process

**Reconstruction of Clarks Ferry Tavern Project  
Duncannon Borough, Perry County**

**3. Floodways**

**Is this a functionally dependent use?**

Yes

The 8-Step Process is required. Work with your HUD FEO to determine a way to satisfactorily continue with this project. Provide a completed 8-Step Process, including the early public notice and the final notice.

→ Continue to Question 6, 8-Step Process

No

Federal assistance may not be used at this location unless a 55.12(c) exception applies. You must either choose an alternate site or cancel the project at this location.

**4. Coastal High Hazard Area**

**Is this a critical action?**

Yes

Critical actions are prohibited in coastal high hazard areas. Federal assistance may not be used at this location. Unless the action is excepted at 24 CFR 55.12(c), you must either choose an alternate site or cancel the project.

No

**Does this action include construction that is not a functionally dependent use, existing construction (including improvements), or reconstruction following destruction caused by a disaster?**

Yes, there is new construction.

New construction is prohibited in V Zones ((24 CFR 55.1(c)(3)).

No, this action concerns only a functionally dependent use, existing construction (including improvements), or reconstruction following destruction caused by a disaster.

This construction must have met FEMA elevation and construction standards for a coastal high hazard area or other standards applicable at the time of construction.

→ Continue to Question 6, 8-Step Process

**5. 500-year Floodplain**

**Is this a critical action?**

No → Based on the response, the review is in compliance with this section. Continue to the Worksheet Summary below.

Yes → Continue to Question 6, 8-Step Process

**6. 8-Step Process.**

**Does the 8-Step Process apply? Select one of the following options:**

8-Step Process applies.

Provide a completed 8-Step Process, including the early public notice and the final notice.

→ Continue to Question 7, Mitigation

**Reconstruction of Clarks Ferry Tavern Project  
Duncannon Borough, Perry County**

- 5-Step Process is applicable per 55.12(a)(1-3).

Provide documentation of 5-Step Process.

Select the applicable citation:

- 55.12(a)(1) HUD actions involving the disposition of HUD-acquired multifamily housing projects or “bulk sales” of HUD-acquired one- to four-family properties in communities that are in the Regular Program of the National Flood Insurance Program (NFIP) and in good standing (i.e., not suspended from program eligibility or placed on probation under 44 CFR 59.24).
- 55.12(a)(2) HUD's actions under the National Housing Act (12 U.S.C. 1701) for the purchase or refinancing of existing multifamily housing projects, hospitals, nursing homes, assisted living facilities, board and care facilities, and intermediate care facilities, in communities that are in good standing under the NFIP.
- 55.12(a)(3) HUD's or the recipient's actions under any HUD program involving the repair, rehabilitation, modernization, weatherization, or improvement of existing multifamily housing projects, hospitals, nursing homes, assisted living facilities, board and care facilities, intermediate care facilities, and one- to four-family properties, in communities that are in the Regular Program of the National Flood Insurance Program (NFIP) and are in good standing, provided that the number of units is not increased more than 20 percent, the action does not involve a conversion from nonresidential to residential land use, the action does not meet the thresholds for “substantial improvement” under § 55.2(b)(10), and the footprint of the structure and paved areas is not significantly increased.
- 55.12(a)(4) HUD's (or the recipient's) actions under any HUD program involving the repair, rehabilitation, modernization, weatherization, or improvement of existing nonresidential buildings and structures, in communities that are in the Regular Program of the NFIP and are in good standing, provided that the action does not meet the thresholds for “substantial improvement” under § 55.2(b)(10) and that the footprint of the structure and paved areas is not significantly increased.

→ Continue to Question 7, Mitigation

- 8-Step Process is inapplicable per 55.12(b)(1-4).

Select the applicable citation:

- 55.12(b)(1) HUD's mortgage insurance actions and other financial assistance for the purchasing, mortgaging or refinancing of existing one- to four-family properties in communities that are in the Regular Program of the National Flood Insurance Program (NFIP) and in good standing (i.e., not suspended from program eligibility or placed on probation under 44 CFR 59.24), where the action is not a critical action and the property is not located in a floodway or coastal high hazard area.
- 55.12(b)(2) Financial assistance for minor repairs or improvements on one- to four-family properties that do not meet the thresholds for “substantial improvement” under § 55.2(b)(10)
- 55.12(b)(3) HUD actions involving the disposition of individual HUD-acquired, one- to four-family properties.
- 55.12(b)(4) HUD guarantees under the Loan Guarantee Recovery Fund Program (24 CFR part 573) of loans that refinance existing loans and mortgages, where any new construction or rehabilitation financed by the existing loan or mortgage has been completed prior to the filing of an application under the program, and the refinancing will not allow further construction or rehabilitation, nor result in any physical impacts or changes except for routine maintenance.



**Reconstruction of Clarks Ferry Tavern Project  
Duncannon Borough, Perry County**

- 55.12(b)(5) The approval of financial assistance to lease an existing structure located within the floodplain, but only if—
- (i) The structure is located outside the floodway or Coastal High Hazard Area, and is in a community that is in the Regular Program of the NFIP and in good standing (i.e., not suspended from program eligibility or placed on probation under 44 CFR 59.24);
  - (ii) The project is not a critical action; and
  - (iii) The entire structure is or will be fully insured or insured to the maximum under the NFIP for at least the term of the lease.

→ Based on the response, the review is in compliance with this section. Continue to the Worksheet Summary below.

**7. Mitigation**

**For the project to be brought into compliance with this section, all adverse impacts must be mitigated. Explain in detail the exact measures that must be implemented to mitigate for the impact or effect, including the timeline for implementation.**

- All areas of earth disturbance will be returned to their original condition.
- Sedimentation controls will be implemented during project activities.
- The activity will conform to all applicable laws, regulations, and permits.
- Upon completion, the site will be returned to its natural contours

**Which of the following mitigation/minimization measures have been identified for this project in the 8-Step or 5-Step Process? Select all that apply.**

- Permeable surfaces
- Natural landscape enhancements that maintain or restore natural hydrology
- Planting or restoring native plant species
- Bioswales
- Evapotranspiration
- Stormwater capture and reuse
- Green or vegetative roofs with drainage provisions
- Natural Resources Conservation Service conservation easements or similar easements
- Floodproofing of structures
- Elevating structures including freeboarding above the required base flood elevations
- Other

→ Based on the response, the review is in compliance with this section. Continue to the Worksheet Summary below.

***Reconstruction of Clarks Ferry Tavern Project  
Duncannon Borough, Perry County***

**Worksheet Summary**

**Compliance Determination**

Provide a clear description of your determination and a synopsis of the information that it was based on, such as:

- Map panel numbers and dates
- Names of all consulted parties and relevant consultation dates
- Names of plans or reports and relevant page numbers
- Any additional requirements specific to your region

FEMA Map No. 42099C0244E effective 6/20/2019

Consultation 4/24/2024 with:

- U.S. Army Corps of Engineers
- PEMA
- FEMA
- Perry County Historical Society
- State Historic Preservation Office
- Perry County Conservation
- Environmental Protection Agency
- PennDOT
- Duncannon Borough
- Perry County Planning
- Pennsylvania Department of Community and Economic Development

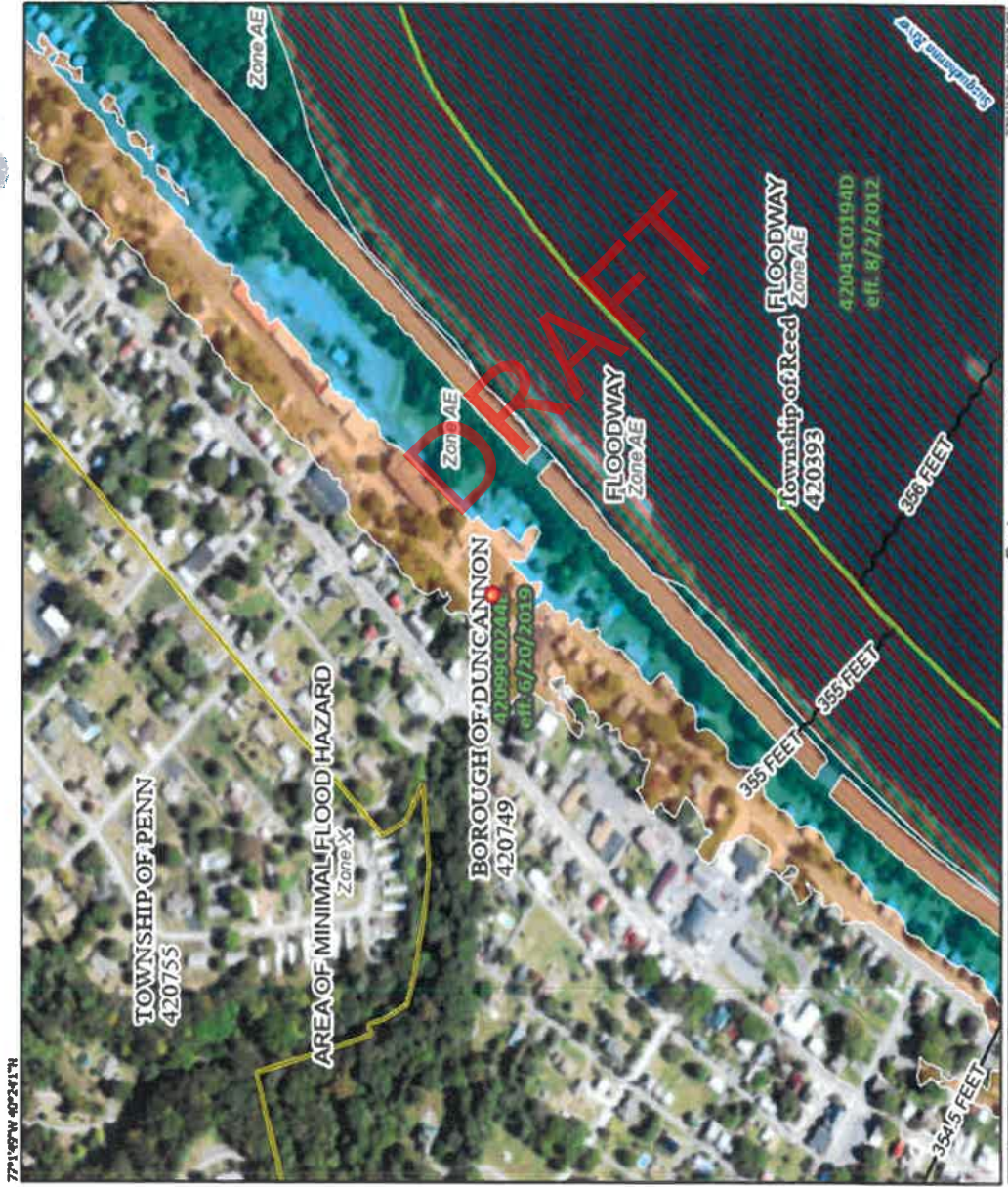
No additional requirements identified from consultations.

**Are formal compliance steps or mitigation required?**

Yes, **8- Step Process**

No

# National Flood Hazard Layer FIRMette



Basemap Imagery Source: USGS National Map 2023

## Legend

SEE THIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR AREA PANELS LAYOUT

**SPECIAL FLOOD HAZARD AREAS**  
 Without Base Flood Elevation (BFE) Zone A, V, X  
 With BFE or Depth Zone AE, AO, AH, VC, AR  
 Regulatory Floodway

0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X  
 Future Conditions 1% Annual Chance Flood Hazard Zone X  
 Area with Reduced Flood Risk due to Levees, See Notes, Zone X  
 Area with Flood Risk due to Levees Zone D

**OTHER AREAS OF FLOOD HAZARD**  
 NO SCREEN  
 Area of Minimal Flood Hazard Zone E  
 Effective LOMRS  
 Area of Undetermined Flood Hazard Zone E

**OTHER AREAS**  
 Channel, Culvert, or Storm Sewer Levees, Dikes, or Floodwall

**GENERAL STRUCTURES**  
 Cross Sections with 1% Annual Chance Water Surface Elevation  
 Coastal Transect  
 Base Flood Elevation Line (BFE)  
 Limit of Study  
 Jurisdiction Boundary  
 Coastal Transect Baseline  
 Profile Baseline  
 Hydrographic Feature

**OTHER FEATURES**  
 Digital Data Available  
 No Digital Data Available  
 Unmapped

**MAP PANELS**  
 The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards. The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was supported on 4/16/2024 at 11:09 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time. This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRN panel number, and FIRN effective date. Map images for unmapped and undetermined areas cannot be used for regulatory purposes.

FEMA  
**Reconstruction of Clarks Ferry Tavern Project**  
 603 North Market Street, Duncannon, PA 17020  
 Perry County

RUNDATE: April 24, 2024  
CONTACT: Andrea Genovese, (570) 524-4491

**Early Notice and Public Review of a Proposed Activity in a 100-Year Floodplain**

April 24, 2024

To: All interested Agencies, Groups and Individuals

This is to give notice that Perry County has determined that the following proposed action to be undertaken using Community Development Block Grant funds, Contract No. C000073771, C000075687, C000082259, and C000084673, is located in the 100-year floodplain (Zone AE) of the **Susquehanna River**. Perry County will be identifying and evaluating practicable alternatives to locating the action in the floodplain and the potential impacts on the floodplain from the proposed action, as required by Federal Executive Order 11988, in accordance with HUD regulations at 24 CFR 55.20 Subpart C Procedures for Making Determinations on Floodplain Management and Protection of Wetlands. The proposed project is located in Duncannon Borough, Perry County.

Perry County has allocated Appalachian Regional Commission (ARC) funds in the amount of \$500,000 for the Reconstruction of the Clarks Ferry Tavern Project in Duncannon Borough, Perry County, Pennsylvania.

The scope of work includes site preparation, as well as creation of a Welcome Center and Living History/Events Center. Also to be completed with other funds is the addition of an outbuilding which will include a covered outside eating area, catering kitchen, public restrooms, landscaping and reconstruction of the Tavern Green.

The project site is approximately .18 acre and encompasses approximately .18 acre of the floodplain. All areas of earth disturbance will be returned to their original condition; best management practices will be implemented during project activities, and native plant species will be planted or restored. There will be no change in the footprint as a result of the project, and it is anticipated that there will be no adverse effects to the floodplain.

There are three primary purposes for this notice. First, people who may be affected by activities in the floodplain and those who have an interest in the protection of the natural environment should be given an opportunity to express their concerns and provide information about these areas. Commenters are encouraged to offer alternative sites outside of the floodplain, alternative methods to serve the same project purpose, and methods to minimize and mitigate impacts. Second, an adequate public notice program can be an important public educational tool. The dissemination of information and request for public comment about the floodplain can facilitate and enhance Federal efforts to reduce the risks and impacts associated with the occupancy and modification of these special areas. Third, as a matter of fairness, when the Federal Government determines it will participate in actions taking place in the floodplain, it must inform those who may be put at greater or continued risk.

Written comments must be received by R. Franklin Campbell, Chairman, PO Box 37, 25 West Main Street, New Bloomfield, PA 17068, (717) 582-2131, and/or Angie Hunselman, SEDA-Council of Governments, 201 Furnace Road, Lewisburg, PA 17837, (570) 524-4491, by May 9, 2024. Issues raised during the course of the review will be integrated into the decision-making process. A full description of the project may also be reviewed at <https://seda-cog.org/departments/community-development/environmental-reviews/>. Comments may also be submitted via email at [akemberling@seda-cog.org](mailto:akemberling@seda-cog.org). A notice describing Perry County's findings and a public explanation of its decision will be published in this paper on or after May 15, 2024. After publication of that notice, a 7-day period will be permitted for public comment on the decision.



**Reconstruction of Clarks Ferry Tavern Project  
Duncannon Borough, Perry County**

**Flood Insurance (CEST and EA)**

General requirements	Legislation	Regulation
Certain types of federal financial assistance may not be used in floodplains unless the community participates in National Flood Insurance Program and flood insurance is both obtained and maintained.	Flood Disaster Protection Act of 1973 as amended (42 USC 4001-4128)	24 CFR 50.4(b)(1) and 24 CFR 58.6(a) and (b); 24 CFR 55.1(b).
<b>Reference</b>		
<a href="https://www.hudexchange.info/environmental-review/flood-insurance">https://www.hudexchange.info/environmental-review/flood-insurance</a>		

**1. Does this project involve financial assistance for construction, rehabilitation, or acquisition of a mobile home, building, or insurable personal property?**

No. This project does not require flood insurance or is excepted from flood insurance.  
→ Continue to the Worksheet Summary.

Yes → Continue to Question 2.

**2. Provide a FEMA/FIRM map showing the site.**

The Federal Emergency Management Agency (FEMA) designates floodplains. The [FEMA Map Service Center](#) provides this information in the form of FEMA Flood Insurance Rate Maps (FIRMs). For projects in areas not mapped by FEMA, use the best available information to determine floodplain information. Include documentation, including a discussion of why this is the best available information for the site. Provide FEMA/FIRM floodplain zone designation, panel number, and date within your documentation.

**Is the structure, part of the structure, or insurable property located in a FEMA-designated Special Flood Hazard Area?**

No → Continue to the Worksheet Summary.

Yes → Continue to Question 3.

**3. Is the community participating in the National Flood Insurance Program or has less than one year passed since FEMA Notification of Special Flood Hazards?**

Yes, the community is participating in the National Flood Insurance Program. For loans, loan insurance or loan guarantees, flood insurance coverage must be continued for the term of the loan. For grants and other non-loan forms of financial assistance, flood insurance coverage must be continued for the life of the building irrespective of the transfer of ownership. The amount of coverage must equal the total project cost or the maximum coverage limit of the National Flood Insurance Program, whichever is less

Provide a copy of the flood insurance policy declaration or a paid receipt for the current annual flood insurance premium and a copy of the application for flood insurance.

→ Continue to the Worksheet Summary.

**Reconstruction of Clarks Ferry Tavern Project  
Duncannon Borough, Perry County**

- Yes, less than one year has passed since FEMA Notification of Special Flood Hazards.  
If less than one year has passed since Notification of Special Flood Hazards, no flood Insurance is required.  
→ Continue to the Worksheet Summary.
  
- No. The community is not participating, or its participation has been suspended.  
Federal assistance may not be used at this location. Cancel the project at this location.

**Worksheet Summary**

**Compliance Determination**

Provide a clear description of your determination and a synopsis of the information that it was based on, such as:

- Map panel numbers and dates
- Names of all consulted parties and relevant consultation dates
- Names of plans or reports and relevant page numbers
- Any additional requirements specific to your region

FEMA Map No. 42099C0244E 6/20/2019

Consultation 4/24/2024 with:

- U.S. Army Corps of Engineers
- PEMA
- FEMA
- Perry County Historical Society
- State Historic Preservation Office
- Perry County Conservation
- Environmental Protection Agency
- PennDOT
- Duncannon Borough
- Perry County Planning
- Pennsylvania Department of Community and Economic Development

No additional requirements identified from consultations.

**Are formal compliance steps or mitigation required?**

- Yes, **Proof of flood insurance.**
- No

# Federal Emergency Management Agency Community Status Book Report PENNSYLVANIA

## Communities Participating in the National Flood Program

CID	Community Name	County	Init FHBM Identified	Init FIRM Identified	Curr Eff Map Date	Reg-Emer Date	Tribal
420131#	DOUGLASS, TOWNSHIP OF	BERKS COUNTY	11/09/73	08/15/77	07/03/12	08/15/77	No
422569B	DOVER, BOROUGH OF	YORK COUNTY	01/31/75	12/19/80	12/16/15	12/19/80	No
420920B	DOVER, TOWNSHIP OF	YORK COUNTY	02/01/74	03/02/81	12/16/15	03/02/81	No
420275C	DOWNTOWN, BOROUGH OF	CHESTER COUNTY	02/09/73	04/15/77	09/29/17	04/15/77	No
421410D	DOYLESTOWN, BOROUGH OF	BUCKS COUNTY	06/03/77	06/01/84	03/21/17	06/01/84	No
420185D	DOYLESTOWN, TOWNSHIP OF	BUCKS COUNTY	10/18/74	09/29/78	03/21/17	09/29/78	No
420027#	DRAVOSBURG, BOROUGH OF	ALLEGHENY COUNTY	12/28/73	06/15/79	09/26/14	06/15/79	No
422164#	DREHER, TOWNSHIP OF	WAYNE COUNTY	11/08/74	03/04/88	05/16/13	03/04/88	No
420245#	DRIFTWOOD, BOROUGH OF	CAMERON COUNTY	08/09/74	07/16/79	07/04/11	07/16/79	No
421766B	DRUMORE, TOWNSHIP OF	LANCASTER COUNTY	10/18/74	04/15/81	04/05/16	04/15/81	No
421689#	DUBLIN, TOWNSHIP OF	HUNTINGDON COUNTY	12/13/74	12/04/85	10/16/12(M)	12/04/85	No
421661#	DUBLIN, TOWNSHIP OF	FULTON COUNTY	12/20/74	09/01/86	02/18/11	09/01/86	No
420303#	DUBOIS, CITY OF	CLEARFIELD COUNTY	04/12/74	12/01/78	11/02/11	12/01/78	No
420639C	DUBOISTOWN, BOROUGH OF	LYCOMING COUNTY	03/23/73	03/01/77	06/02/16	03/01/77	No
421681#	DUDLEY, BOROUGH OF	HUNTINGDON COUNTY	11/08/74	09/24/84	10/16/12(M)	09/24/84	No
420461A	DUNBAR, BOROUGH OF	FAYETTE COUNTY	05/31/74	03/18/91	07/18/17	07/04/88	No
421624A	DUNBAR, TOWNSHIP OF	FAYETTE COUNTY	12/27/74	07/04/88	07/18/17	07/04/88	No
422095A	DUNCAN, TOWNSHIP OF	TIOGA COUNTY	11/01/74	03/01/87	07/16/15(M)	03/01/87	No
420749B	DUNCANNON, BOROUGH OF	PERRY COUNTY	07/20/73	12/18/79	06/20/19	12/18/79	No
420161#	DUNCANVILLE, BOROUGH OF	BLAIR COUNTY	06/28/74	09/28/84	03/02/12	09/28/84	No
422431A	DUNKARD, TOWNSHIP OF	GREENE COUNTY	01/10/75	10/05/84	10/16/15	10/05/84	No
422133A	DUNLEVY, BOROUGH OF	WASHINGTON COUNTY	01/03/75	07/16/81	09/30/15	07/16/81	No
420529A	DUNMORE, BOROUGH OF	LACKAWANNA COUNTY	01/25/74	09/28/79	08/05/20	09/28/79	No
420325B	DUNNSTABLE, TOWNSHIP OF	CLINTON COUNTY	09/07/73	03/01/77	06/16/16	03/01/77	No
422250#	DUPONT, BOROUGH OF	LUZERNE COUNTY	02/14/75	06/15/81	11/02/12	06/15/81	No
420028#	DUQUESNE, CITY OF	ALLEGHENY COUNTY	04/12/74	09/14/79	09/26/14	09/14/79	No
420186D	DURHAM TOWNSHIP OF	BUCKS COUNTY	04/13/73	08/15/78	03/16/15	08/15/78	No
420603#	DURYEA, BOROUGH OF	LUZERNE COUNTY	12/28/73	06/18/80	11/02/12	06/18/80	No
420810#	DUSHORE, BOROUGH OF	SULLIVAN COUNTY	06/14/74	06/18/87	03/03/14(M)	06/18/87	No
422165B	DYBERRY, TOWNSHIP OF	WAYNE COUNTY	02/28/75	09/30/87	02/01/19	09/30/87	No
422527#	EAGLES MERE, BOROUGH	SULLIVAN COUNTY		03/03/14	03/03/14(M)	03/11/15	No
420132#	EARL, TOWNSHIP OF	BERKS COUNTY	06/04/76	07/18/77	07/03/12	07/18/77	No
421767B	EARL, TOWNSHIP OF	LANCASTER COUNTY	09/20/74	12/16/80	04/05/16	12/16/80	No
420981#	EAST ALLEN, TOWNSHIP OF	NORTHAMPTON COUNTY		02/11/83	07/16/14	02/11/83	No
422252#	EAST BANGOR, BOROUGH OF	NORTHAMPTON COUNTY	11/15/74	02/12/82	07/16/14(M)	02/12/82	No
420001#	EAST BERLIN, BOROUGH OF	ADAMS COUNTY	03/09/73	07/16/81	02/18/09	07/16/81	No
422140#	EAST BETHLEHEM, TOWNSHIP OF	WASHINGTON COUNTY	08/12/77	07/16/81	09/30/15	07/16/81	No
420276C	EAST BRADFORD TOWNSHIP OF	CHESTER COUNTY	08/16/74	04/15/77	09/29/17	04/15/77	No
421501#	EAST BRADY, BOROUGH OF	CLARION COUNTY	11/22/74	12/02/11	12/09/14	06/30/76	No
421476C	EAST BRANDYWINE, TOWNSHIP OF	CHESTER COUNTY	10/18/74	02/01/84	09/29/17	02/01/84	No
422002#	EAST BRUNSWICK, TOWNSHIP OF	SCHUYLKILL COUNTY	01/24/75	09/01/86	11/19/14	09/01/86	No
421011#	EAST BUFFALO, TOWNSHIP OF	UNION COUNTY	06/28/74	02/02/77	10/16/09	02/02/77	No
420215A	EAST BUTLER, BOROUGH OF	BUTLER COUNTY	07/26/74	03/18/91	08/02/18	03/18/91	No
421477C	EAST CALN, TOWNSHIP OF	CHESTER COUNTY	10/18/74	09/30/80	09/29/17	09/30/80	No
421937#	EAST CAMERON, TOWNSHIP OF	NORTHUMBERLAND COUNTY	09/06/74	09/01/86	07/16/08	09/01/86	No
422268#	EAST CARROLL, TOWNSHIP OF	CAMBRIA COUNTY	02/14/75	03/05/90	06/19/12	03/05/90	No
422599#	EAST CHILLISQUAQUE, TOWNSHIP OF	NORTHUMBERLAND COUNTY	02/07/75	05/04/87	07/16/08	05/04/87	No
420547B	EAST COCALICO, TOWNSHIP OF	LANCASTER COUNTY	02/01/74	03/16/81	04/05/16	03/16/81	No
422259#	EAST CONEMAUGH, BOROUGH OF	CAMBRIA COUNTY	11/15/74	06/18/90	06/19/12	06/18/90	No
421478C	EAST COVENTRY, TOWNSHIP OF	CHESTER COUNTY	10/18/74	02/17/82	09/29/17	02/17/82	No
421061#	EAST DEER, TOWNSHIP OF	ALLEGHENY COUNTY	09/20/74	08/15/80	09/26/14	08/15/80	No



# Lloyd's Certificate

**This Insurance** is effected with certain Underwriters at Lloyd's, London.

**This Certificate** is issued in accordance with the limited authorization granted to the Correspondent by certain Underwriters at Lloyd's, London whose syndicate numbers and the proportions underwritten by them can be ascertained from the office of the said Correspondent (such Underwriters being hereinafter called "Underwriters") and in consideration of the premium specified herein Underwriters do hereby bind themselves severally and not jointly, each for his own part and not one for another, their Executors and Administrators.

**The Assured** is requested to read this certificate, and if it is not correct, return it immediately to the Correspondent for appropriate alteration.

The Correspondent issuing this Certificate is:

Burns & Wilcox Ltd  
800 Arendell Street Ste 200  
Morehead City NC 28557



## CERTIFICATE PROVISIONS

- Signature Required.** This Certificate shall not be valid unless signed by the Correspondent on the attached Declaration Page.
- Correspondent Not Insurer.** The Correspondent is not an Insurer hereunder and neither is nor shall be liable for any loss or claim whatsoever. The Insurers hereunder are those Underwriters at Lloyd's, London, whose syndicate numbers can be ascertained as hereinbefore set forth. As used in this Certificate "Underwriters" shall be deemed to include incorporated as well as unincorporated persons or entities that are Underwriters at Lloyd's, London.
- Cancellation.** If this certificate provides for cancellation and this Certificate is cancelled after the inception date, earned premium must be paid for the time the insurance has been in force.
- Service of Suit Clause.** It is agreed that in the event of the failure of Underwriters to pay any amount claimed to be due hereunder, Underwriters, at the request of the Assured, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States. It is further agreed that service of process in such suit may be made upon Mendes and Mount, 750 Seventh Avenue, New York, NY 10019-6829, and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, Underwriters have designated the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary arising out of this contract of insurance, and hereby designate the above-mentioned as the person to whom the said officer is authorized to mail such process or true copy thereof.

- Assignment.** This Certificate shall not be assigned either in whole or in part without the written consent of the Correspondent endorsed hereon.
- Attached Conditions Incorporated.** This Certificate is made and accepted subject to all the provisions, conditions and warranties set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.
- Short Rate Cancellation.** If the attached provisions provide for cancellation, the table below will be used to calculate the short rate proportion of the premium when applicable under the terms of cancellation.

### Short Rate Cancellation Table For Term of One Year.

Days Insurance In Force	Per Cent of one year Premium	Days Insurance In Force	Per Cent of one year Premium	Days Insurance In Force	Per Cent of one year Premium	Days Insurance In Force	Per Cent of one year Premium
1	5%	66 - 69	28%	154 - 156	53%	256 - 260	77%
2	6	70 - 73	30	157 - 160	54	261 - 264	78
3 - 4	7	74 - 76	31	161 - 164	55	265 - 269	79
5 - 6	8	77 - 80	32	165 - 167	56	270 - 273 ( 9 mos )	80
7 - 8	9	81 - 83	33	168 - 171	57	274 - 276	81
9 - 10	10	84 - 87	34	172 - 175	58	279 - 282	82
11 - 12	11	88 - 91	35	176 - 178	59	283 - 287	83
13 - 14	12	92 - 94	36	179 - 182 ( 6 mos )	60	288 - 291	84
15 - 16	13	95 - 98	37	183 - 187	61	292 - 296	85
17 - 18	14	99 - 102	38	191	62	297 - 301	86
19 - 20	15	103 - 105	39	194	63	302 - 305 ( 10 mos )	87
21 - 22	16	106 - 109	40	200	64	306 - 310	88
23 - 25	17	110 - 113	41	203	65	311 - 314	89
26 - 29	18	114 - 116	42	206	66	315 - 319	90
30 - 32 ( 1 mos )	19	117 - 120	43	210 - 214 ( 1 mos )	67	320 - 323	91
33 - 36	20	121 - 124 ( 4 mos )	44	215 - 218	68	324 - 328	92
37 - 40	21	125 - 127	45	219 - 223	69	329 - 333	93
41 - 43	22	128 - 131	46	224 - 228	70	334 - 338	94
44 - 47	23	132 - 135	47	229 - 232	71	339 - 343	95
48 - 51	24	136 - 138	48	233 - 237	72	343 - 351	96
52 - 54	25	139 - 142	49	238 - 241	73	347 - 351	97
55 - 58	26	143 - 146	50	242 - 246 ( 8 mos )	74	352 - 355	98
59 - 62 ( 2 mos )	27	147 - 149	51	247 - 250	75	356 - 360	99
63 - 65	28	150 - 153 ( 5 mos )	52	251 - 255	76	361 - 365 ( 12 mos )	100

Rules applicable to insurance with terms less than or more than one year:

- If insurance has been in force for one year or less, apply the short rate table for annual insurance to the full annual premium determined as for insurance written for a term of one year.
- If insurance has been in force for more than one year:
  - Determine full annual premium as for insurance written for a term of one year.
  - Deduct such premium from the full insurance premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the policy was originally written.
  - Add premium produced in accordance with items (1) and (2) to obtain earned premium during full period insurance has been in force.

# Primary Flood Declarations

**POLICY NUMBER:** OPF00606300

**RENEWAL OF POLICY:**

**DATE ISSUED:** Jul 05, 2023

**NAMED INSURED/MAILING ADDRESS**

Friends of Clarks Ferry Tavern  
PO Box 184  
Duncannon, PA 17020

**AGENCY INFORMATION**

Murray Insurance Associates, Inc.  
200 Barnett Woods Rd P.O. Box 489  
New Bloomfield, PA 17068  
Phone Number: 7175828400

**PRIMARY PREMISES**

SEE ATTACHED SCHEDULE OF LOCATIONS

**PRODUCER INFORMATION**

PA01-Pittsburgh  
The Bentley Building 965 Greenree Road, Suite 300  
Pittsburgh, PA 15220

**POLICY PERIOD EFFECTIVE FROM:** Jun 30, 2023

**TO:** Jun 30, 2024

BOTH DAYS AT 12:01 AM STANDARD TIME AT THE LOCATION OF THE RESIDENCE PREMISES

**This insurance is effected with:** Certain Underwriters at Lloyd's of London

**AUTHORITY REFERENCE:** See Schedule of Syndicates

**LLOYD'S Underwriters**

**PREMIUM BREAKDOWN**

<b>Premium:</b>	\$	2,113.00
<b>Policy Fee:</b>	\$	200.00
<b>Surplus Lines Tax:</b>	\$	63.99
<b>Stamping Fee:</b>	\$	20.00
<b>Total:</b>	\$	2,396.99

**SEE ATTACHED LIST OF COVERAGES,  
DEDUCTIBLES, FORMS AND ENDORSEMENTS**

25% Minimum Earned Premium \$ 528.25

**NOTIFICATION OF CLAIMS**

Minuteman Adjusters  
220 Kaufman Financial Center, 30833 Northwestern Hwy.  
Farmington Hills, MI 48334  
Fax: (248) 932-9051  
Email: minuteman@claimemail.com  
Phone: 800.521.1918 ext. 2

**SERVICE OF SUIT NOMINEE**

Lloyds America Inc  
Attention: Legal Department  
280 Park Avenue, East Tower, 25th Floor  
N  
New York, NY 10017

**STATE SURPLUS LINES REQUIRED WORDING:**

The insurer which has issued this insurance is not licensed by The Pennsylvania Insurance Department and is subject to limited regulation. This insurance is NOT covered by the Pennsylvania Property and Casualty Insurance Guaranty Association. Placed by Burns & Wilcox, Ltd., 30833 Northwestern Hwy, Suite 220, Farmington, Hills, MI 48334

**AUTHORITY REFERENCE:** See Schedule of Syndicates

**This Policy is Issued By:** Shannon Hillen

*Samuel Carson*

Authorized Representative

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**ADDITIONAL INSURED**

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**MORTGAGEE INFORMATION**

**DRAFT**

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**DISCLOSURES**

The policy meets the definition of private flood insurance contained in 42 U.S.C. 4012a(b)(7) and the corresponding regulation.

This policy meets the definition of private flood insurance contained in 24 CFR 203.16a(e) for FHA-insured mortgages.

**AUTHORITY REFERENCE:** See Schedule of Syndicates

**POLICY ISSUED BY:** Shannon Hillen

*Samuel Carson*

Authorized Representative

**SCHEDULE OF FORMS AND ENDORSEMENTS**

SLC-3 USA 09 98	Lloyd's Certificate
	Burns Flood Declarations
	Burns Flood Master Schedule of Locations
SS-1	Schedule Of Participating Underwriters at Lloyd's
	Private Flood Advisory Notice
PF-G 06/21	Primary Flood General Form
LMA-5021 09 05	Applicable Law (USA)
NMA 464	War and Civil War Exclusion Clause
NMA 1191	Radioactive Contamination Exclusion Clause - Physical Damage - Direct (U.S.A.)
NMA 2340-CF	Land, Water, and Air Exclusion
NMA 2802	ELECTRONIC DATE RECOGNITION EXCLUSION (EDRE)
LMA-5400	Property Cyber and Data Endorsement (Flood)
NMA 2962	Biological or Chemical Materials Exclusion
LMA-5018	Microorganism Exclusion
BW-COMP 01 01 17	Complaints Procedure
BW001772 (06-20)	Claim Reporting Information
	Claim Guidelines in Case of Flood
IL 09 35 07 02	Exclusion of Certain Computer-Related Losses
LMA-5020	Service of Suit Clause (U.S.A.)
NMA 2920 11 05	Terrorism Exclusion Endorsement
	Lloyd's Jacket

DRAFT

**AUTHORITY REFERENCE:** See Schedule of Syndicates

**POLICY ISSUED BY:** Shannan Hillen

*Samuel Carson*

Authorized Representative

**BUILDING SCHEDULE**

**POLICY NUMBER:** CPF00606300

**NAMED INSURED:** Friends of Clarks Ferry Tavern

LOC #	ADDRESS	COVERAGE	LIMIT	DEDUCTIBLE PER LOSS	ZONE	PREMIUM
1	603 N Market St Duncannon, PA 17020	Building (Actual Cash Value): Contents (Actual Cash Value): Loss of Use:	\$325,000 Excluded Excluded	\$5,000	AE	\$2,113.00

**DRAFT**

**AUTHORITY REFERENCE:** See Schedule of Syndicates  
**This Policy is Issued By:** Shannon Hillen

***Samuel Carson***  
Authorized Representative

**NAMED INSURED:** Friends of Clarks Ferry Tavern

**POLICY NUMBER:** CPF00606300

**The Table of Syndicates referred to in the Agreement follows:**

**Underwriters at Lloyd's of London:**

<u>Contract No.</u>	<u>Syndicate No.</u>	<u>Pseudonym</u>	<u>Percentage</u>
B0142AA2202450	1200	AMA	20.00000%
B0142AA2202450	2987	BRT	5.00000%
B0142AA2204255	5000	TRV	25.00000%
B0142AA2304208	2987	BRT	15.00000%
B0142AA2304208	1729	DUW	6.25000%
B0142AA2304208	1618	Kii	3.75000%
B0429BA2305286	4472	LIB	9.75000%
B0429BA2305286	0318	CIN	5.00000%
B0429BA2305286	0457	MRS	3.25000%
B0429BA2305286	2987	BRT	2.50000%
B0429BA2305286	4472	LIB	2.50000%
B0429BA2305286	1618	KII	1.62500%
B0429BA2305286	1200	WSMA	0.37500%
			<hr/>
			100.0000%

DRAFT

## Private Flood Advisory Notice (Biggert-Waters Act & FHA Compliance Aid)

Please note flood insurance is also available through the National Flood Insurance Program.

This policy meets the definition of private flood insurance contained in 42 U.S.C. 4012a(b)(7) and the corresponding regulation.

This policy meets the definition of private flood insurance contained in 24 CFR 203.16a(e) for FHA-insured mortgages.

This insurance policy:

- is issued by an insurer that is approved to engage in the business of insurance in the State in which the insured building is located by the insurance regulator of that State;
- provides flood insurance coverage which is at least as broad as the coverage provided under a standard flood insurance policy under the national flood insurance program;
- includes a requirement for the insurer to give 45 days' written notice of cancellation or non-renewal of flood insurance coverage to the insured and the regulated lending institution or Federal agency lender;
- includes:
  1. information about the availability of flood insurance coverage under the national flood insurance program;
  2. a mortgage interest clause similar to the clause contained in a standard flood insurance policy under the national flood insurance program; and
  3. a provision requiring an insured to file suit not later than one year after date of a written denial of all or part of a claim under this policy;
- contains cancellation provisions that are as restrictive as the provisions contained in a standard flood insurance policy under the national flood insurance program.

1. **Signature Required.** This Certificate shall not be valid unless signed by the Correspondent on the attached Declaration Page.
2. **Correspondent Not Insurer.** The Correspondent is not an Insurer hereunder and neither is nor shall be liable for any loss or claim whatsoever. The Insurers hereunder are those Underwriters at Lloyd's, London whose syndicate numbers can be ascertained as hereinbefore set forth. As used in this Certificate "Underwriters" shall be deemed to include incorporated as well as unincorporated persons or entities that are Underwriters at Lloyd's, London.
3. **Cancellation.** If this Certificate provides for cancellation and this Certificate is cancelled after the inception date, earned premium must be paid for the time the insurance has been in force.
4. **Service of Suit.** It is agreed that in the event of the failure of Underwriters to pay any amount claimed to be due hereunder, Underwriters, at the request of the Assured, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States.

It is further agreed that service of process in such suit may be made upon the firm or person named in item 8 of the attached Declaration Page, and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

5. **Assignment.** This Certificate shall not be assigned either in whole or in part without the written consent of the Correspondent endorsed hereon.
6. **Attached Conditions Incorporated.** This Certificate is made and accepted subject to all the provisions, conditions and warranties set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.



# PRIVATE FLOOD INSURANCE PROGRAM STANDARD FLOOD INSURANCE POLICY

## GENERAL PROPERTY FORM

### 1. INSURING CLAUSE

Subject to the limitations, terms and conditions contained in this Policy or added hereto, the Underwriters agree to indemnify the Assured named in the Schedule herein in respect of Direct Physical loss or damage to the property described in Item 6 of the Schedule while located or contained as described in the Schedule, occurring during the period stated in the Schedule and caused by the peril as are set forth in Item 4 of the Schedule.

Underwriters agree that in no event would a loss be denied under this Private Flood Insurance Program Standard Flood Insurance Policy General Property Form that would have been settled under the FEMA National Flood Insurance program Standard Flood Insurance Policy General property Form.

### 2. LIMITS

The limits of Underwriters Liability shall be those set forth in Item 8 of the Schedule under the designation "LIMITS" and the Underwriters shall be liable to pay the ultimate net loss up to the full amount of such "LIMITS".

### 3. CANCELLATION AND NON-RENEWAL

We may cancel or non-renew this certificate by providing not less than forty-five (45) days' advance written notice to both the insured and any mortgagee listed on the Policy. If we cancel or non-renew this certificate, coverage provided for the Described Location(s) shall remain in force until the later of expiration, non-renewal or cancellation of coverage, provided you have paid the applicable premium.

In the case that this Policy is not acceptable to the Mortgagee and the Mortgagee has confirmed this, in writing within 45 days of the Policy effective date, Underwriters agree to cancel this Policy flat from inception.

### 4. DEFINITIONS

(a) Policy Year: The words "Policy year" shall be understood to mean the period in Item 3 of the Schedule.

### 5. APPLICATION OF RECOVERIES

All salvages, recoveries or payments recovered or received subsequent to loss settlement under this Policy shall be applied as if recovered or received prior to such settlement and all necessary adjustments shall then be made between the Assured and the Underwriters, provided always that nothing in this Policy shall be construed to mean that losses under this Policy are not recoverable until the Assured's ultimate net loss has been finally ascertained.

### 6. NOTIFICATION OF CLAIMS

The Assured upon knowledge of any occurrence likely to give rise to a claim hereunder shall give immediate written advice thereof to the person(s) or firm named for the purpose in Item 9 of the Schedule.

**ADDITIONAL WORDINGS AND CLAUSES**

**AVAILABILITY OF FLOOD INSURANCE COVERAGE UNDER  
THE NATIONAL FLOOD INSURANCE PROGRAM**

Similar coverage as contained in this Policy is available from insurance agents representing the FEMA National Flood Insurance Program. You can locate an agent at [www.floodsmart.gov](http://www.floodsmart.gov).

**SANCTION LIMITATION AND EXCLUSION CLAUSE**

No. (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

15/09/10

LMA3100

**SEVERAL LIABILITY NOTICE**

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

08/04

LSW1001 (insurance)

## LLOYD'S PRIVACY POLICY STATEMENT

### UNDERWRITERS AT LLOYD'S, LONDON

The Certain Underwriters at Lloyd's, London want you to know how we protect the confidentiality of your non-public personal information. We want you to know how and why we use and disclose the information that we have about you. The following describes our policies and practices for securing the privacy of our current and former customers.

### INFORMATION WE COLLECT

The non-public personal information that we collect about you includes, but is not limited to:

- Information contained in applications or other forms that you submit to us, such as name, address, and social security number
- Information about your transactions with our affiliates or other third parties, such as balances and payment history
- Information we receive from a consumer-reporting agency, such as credit-worthiness or credit history

### INFORMATION WE DISCLOSE

We disclose the information that we have when it is necessary to provide our products and services. We may also disclose information when the law requires or permits us to do so.

### CONFIDENTIALITY AND SECURITY

Only our employees and others who need the information to service your account have access to your personal information. We have measures in place to secure our paper files and computer systems.

### RIGHT TO ACCESS OR CORRECT YOUR PERSONAL INFORMATION

You have a right to request access to or correction of your personal information that is in our possession.

### CONTACTING US

If you have any questions about this privacy notice or would like to learn more about how we protect your privacy, please contact the agent or broker who handled this insurance. We can provide a more detailed statement of our privacy practices upon request.

06/03 LSW1135B

**INFORMATION**

**THIS POLICY MEETS ALL OF THE PROVISIONS REQUIRED BY THE  
TITLE II—FLOOD INSURANCE  
Subtitle A—Flood Insurance Reform and Modernization**

**SEC. 100201. SHORT TITLE.**

**This subtitle may be cited as the "Biggert-Waters Flood Insurance Reform Act of 2012".**

"(7) PRIVATE FLOOD INSURANCE DEFINED.—In this sub-section, the term 'private flood insurance' means an insurance policy that—

"(A) is issued by an insurance company that is—

"(i) licensed, admitted, or otherwise approved to engage in the business of insurance in the State or jurisdiction in which the insured building is located, by the insurance regulator of that State or jurisdiction;

or

"(ii) in the case of a policy of difference in conditions, multiple peril, all risk, or other blanket coverage insuring nonresidential commercial property, is recognized, or not disapproved, as a surplus lines insurer by the insurance regulator of the State or jurisdiction where the property to be insured is located;

"(B) provides flood insurance coverage which is at least as broad as the coverage provided under a standard flood insurance policy under the national flood insurance program, including when considering deductibles, exclusions, and conditions offered by the insurer;

"(C) includes—

"(i) a requirement for the insurer to give 45 days written notice of cancellation or non-renewal of flood insurance coverage to—

"(I) the insured; and

"(II) the regulated lending institution or Federal agency lender;

"(ii) information about the availability of flood insurance coverage under the national flood insurance program;

"(iii) a mortgage interest clause similar to the clause contained in a standard flood insurance policy under the national flood insurance program; and

"(iv) a provision requiring an insured to file suit not later than 1 year after date of a written denial of all or part of a claim under the policy; and

"(D) contains cancellation provisions that are as restrictive as the provisions contained in a standard flood insurance policy under the national flood insurance program."

**Private Flood Insurance Program Standard Flood Insurance  
Policy**

**General Property Form**

**PLEASE READ THE POLICY CAREFULLY. THE FLOOD  
INSURANCE PROVIDED IS SUBJECT TO LIMITATIONS,  
RESTRICTIONS, AND EXCLUSIONS.**

**THIS POLICY PROVIDES NO COVERAGE:**

- 1 IN A REGULAR PROGRAM COMMUNITY, FOR A RESIDENTIAL  
CONDOMINIUM BUILDING, AS DEFINED IN THIS POLICY; AND**
- 2 EXCEPT FOR PERSONAL PROPERTY COVERAGE, FOR A  
UNIT IN A CONDOMINIUM BUILDING.**

**I. AGREEMENT**

**We will pay you for Direct Physical Loss by or From Flood,  
occurring during the Policy Period, to your insured property if  
you:**

- 1. Have paid the correct premium;**
- 2. Comply with all terms and conditions of this Policy; and**
- 3. Have furnished accurate information and statements.**

**We have the right to review the information you give us at any time  
and to revise your Policy based on our review.**

**II. DEFINITIONS**

**A. In this Policy, "you" and "your" refer to the insured(s) shown  
on the Declarations Page of this Policy and your spouse, if a  
resident of the same household. "Insured(s)" includes: Any  
mortgagee and loss payee named in the Application and  
Declarations Page, as well as any other mortgagee or loss  
payee determined to exist at the time of loss in the order of  
precedence. "We," "us," and "our" refer to the insurer.**

**Some definitions are complex because they are provided as they  
appear in the law or regulations, or result from court cases. The  
precise definitions are intended to protect you.**

**Flood, as used in this flood insurance Policy, means:**

1. A general and temporary condition of partial or complete inundation of two or more acres of normally dry land area or of two or more properties (at least one of which is your property) from:
  - a. Overflow of inland or tidal waters;
  - b. Unusual and Rapid accumulation or runoff of surface waters from any source;
  - c. Mudflow
2. Collapse or subsidence of land along the shore of a lake or similar body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels that result in a Flood as defined in A.1.a. above.

**B. The following are the other key definitions that we use in this Policy:**

1. **Act.** The National Flood Insurance Act of 1968 and any amendments to it.
2. **Actual Cash Value.** The cost to replace an insured item of property at the time of loss, less the value of its physical depreciation.
3. **Application.** The statement made and signed by you or your agent in applying for this Policy. The Application gives information we use to determine the eligibility of the risk, the kind of Policy to be issued, and the correct premium payment.
4. **Base Flood.** A Flood having a one percent chance of being equaled or exceeded in any given year.
5. **Basement.** Any area of the Building, including any sunken room or sunken portion of a room, having its floor below ground level (subgrade) on all sides.
6. **Building.**
  - a) A structure with two or more outside rigid walls and a fully secured roof, that is affixed to a permanent site;

- b) A manufactured home (a "manufactured home," also known as a mobile home, is a structure: built on a permanent chassis, transported to its site in one or more sections, and affixed to a permanent foundation); or
- c) A travel trailer without wheels, built on a chassis and affixed to a permanent foundation, that is regulated under the community's floodplain management and building ordinances or laws.

Building does not mean a gas or liquid storage tank or a recreational vehicle, park trailer, or other similar vehicle, except as described in B.6.c. above.

- 7. **Cancellation.** The ending of the insurance coverage provided by this Policy before the expiration date.
- 8. **Condominium.** That form of ownership of real property in which each Unit owner has an undivided interest in common elements.
- 9. **Condominium Association.** The entity made up of the Unit owners responsible for the maintenance and operation of:
  - a. Common elements owned in undivided shares by Unit owners; and
  - b. Other real property in which the Unit owners have use rights;where membership in the entity is a required condition of unit ownership.
- 10. **Declarations Page.** A computer-generated summary of information you provided in the Application for insurance. The Declarations Page also describes the term of the Policy, limits of coverage, and displays the premium and our name. The Declarations Page is a part of this flood insurance Policy.
- 11. **Described Location.** The location where the insured Building(s) or personal property are found. The Described Location is shown on the Declarations Page.

12. **Direct Physical Loss By or From Flood.** Loss or damage to insured property, directly caused by a Flood. There must be evidence of physical changes to the property.
13. **Elevated Building.** A Building that has no Basement and that has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.
14. **Emergency Program.** The initial phase of a community's participation in the National Flood Insurance Program. During this phase, only limited amounts of insurance are available under the Act.
15. **Expense Constant.** The insured is responsible for and must pay on each new or renewal Policy to defray the expenses of the Federal Government related to flood insurance.
16. **Federal Policy Fee.** The insured is responsible for and must pay on each new or renewal Policy to defray certain administrative expenses incurred in carrying out the National Flood Insurance Program. This fee covers expenses not covered by the Expense Constant.
17. **Improvements.** Fixtures, alterations, installations, or additions comprising a part of the insured Building or the apartment in which you reside.
18. **Loss Occurrence.** All losses wherever occurring, which arise between the time of movement of water into, onto or over the property insured hereunder and the receding of the same, regardless of the period of time so embraced; EXCEPT no Loss Occurrence shall be deemed to commence earlier than the date and time of the happening of the first recorded individual loss to the Assured in that occurrence during the Policy Period, nor to extend to beyond thirty days after the expiry of this Policy.
19. **Mudflow.** A river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water. Other earth movements, such as landslide, slope failure, or a saturated soil mass moving by liquidity down a slope, are not Mudflows.



- 20. National Flood Insurance Program (NFIP).** The program of flood insurance coverage and floodplain management administered under the Act and applicable Federal regulations in Title 44 of the Code of Federal Regulations, Subchapter B.
- 21. Policy.** The entire written contract between you and us. It includes:
- a. This printed form;
  - b. The Declarations Page;
  - c. Any endorsement(s) that may be issued; and
  - d. Any renewal certificate indicating that coverage has been instituted for a new Policy and new Policy term.
- 22. Pollutants.** Substances that include, but are not limited to, any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. "Waste" includes, but is not limited to, materials to be recycled, reconditioned, or reclaimed.
- 23. Post-FIRM Building.** A Building for which construction or substantial improvement occurred after December 31, 1974, or on or after the effective date of an initial Flood Insurance Rate Map (FIRM), whichever is later.
- 24. Probation Premium.** A flat charge you must pay on each new or renewal Policy issued covering property in a community that the NFIP has placed on probation under the provisions of 44 CFR 59.24.
- 25. Regular Program.** The final phase of a community's participation in the National Flood Insurance Program. In this phase, a Flood Insurance Rate Map is in effect and full limits of coverage are available under the Act.
- 26. Residential Condominium Building.** A Building, owned and administered as a Condominium, containing one or more family Units and in which at least 75 percent of the floor area is residential.
- 27. Special Flood Hazard Area.** An area having special Flood, or

Mudflow, and/or Flood-related erosion hazards, and shown on a Flood Hazard Boundary Map or Flood Insurance Rate Map as Zone A, AO, A1-A30, AE, A99, AH, AR, AR/A, AR/AE, AR/AH, AR/A0, AR/AIA30, V1-V30, VE, or V.

28. **Stock.** Merchandise held in storage or for sale, raw materials, and in-process or finished goods, including supplies used in their packing or shipping. Stock does not include any property not covered under Section IV. Property Not Covered, except the following:

- a. Parts and equipment for self-propelled vehicles;
- b. Furnishings and equipment for watercraft;
- c. Spas and hot-tubs, including their equipment; and
- d. Swimming pool equipment.

29. **Unit.** A single-family Unit you own in a Condominium Building.

30. **Valued Policy.** A Policy in which the insured and the insurer agree on the value of the property insured, that value being payable in the event of a total loss. The Standard Flood Insurance Policy is not a Valued Policy.

31. **Policy Fee** means a flat charge you must pay on each new or renewal Policy.

32. **Private Flood Insurance Policy ("PFIP")** means this Policy.

### III. PROPERTY COVERED

#### A. COVERAGE A - BUILDING PROPERTY

We insure against Direct Physical Loss by or From Flood to:

1. The Building described on the Declarations Page at the Described Location. If the Building is a Condominium Building and the named insured is the Condominium Association, Coverage A includes all Units within the Building and the Improvements within the Units, provided the Units are owned in common by all Unit owners.

2. We also insure Building property for a period of 45 days at

another location as set forth in III.C.2.b., Property Removed to Safety.

3. Additions and extensions attached to and in contact with the Building by means of a rigid exterior wall, a solid load-bearing interior wall, a stairway, an elevated walkway, or a roof. At your option, additions and extensions connected by any of these methods may be separately insured. Additions and extensions attached to and in contact with the Building by means of a common interior wall that is not a solid load-bearing wall are always considered part of the Building and cannot be separately insured.
4. The following fixtures, machinery, and equipment, which are covered under Coverage A only:
  - a. Awnings and canopies;
  - b. Blinds;
  - c. Carpet permanently installed over unfinished flooring;
  - d. Central air conditioners;
  - e. Elevator equipment;
  - f. Fire extinguishing apparatus;
  - g. Fire sprinkler systems;
  - h. Walk-in freezers;
  - i. Furnaces;
  - j. Light fixtures;
  - k. Outdoor antennas and aerials attached to Buildings;
  - l. Permanently installed cupboards, bookcases, paneling, and wallpaper;
  - m. Pumps and machinery for operating pumps;
  - n. Ventilating equipment;
  - o. Wall mirrors, permanently installed; and

**p. In the Units within the Building, installed:**

- (1) Built-in dishwashers;**
- (2) Built-in microwave ovens;**
- (3) Garbage disposal units;**
- (4) Hot water heaters, including solar water heaters;**
- (5) Kitchen cabinets;**
- (6) Plumbing fixtures;**
- (7) Radiators;**
- (8) Ranges;**
- (9) Refrigerators; and**
- (10) Stoves.**

**5. Materials and supplies to be used for construction, alteration, or repair of the Building or a detached garage while the materials and supplies are stored in a fully enclosed Building at the Described Location or on an adjacent property.**

**6. A Building under construction, alteration, or repair at the Described Location.**

**a. If the structure is not yet walled or roofed as described in the definition for Building (see II.B. 6.a.) then coverage applies:**

- (1) Only while such work is in progress; or**
- (2) If such work is halted, only for a period of up to 90 continuous days thereafter.**

**b. However, coverage does not apply until the Building is walled and roofed if the lowest floor, including the Basement floor, of a non-Elevated Building or the lowest elevated floor of an Elevated Building is:**

- (1) Below the Base Flood elevation in Zones AH, AE, AI-A30, AR, AR/AE, AR/AH, AR/A1-A30, AR/A, AR/A0;**

or

- (2) Below the Base Flood elevation adjusted to include the effect of wave action in Zones VE or V1-V30.

The lowest floor levels are based on the bottom of the lowest horizontal structural member of the floor in Zones VE or V1-V30 and the top of the floor in Zones AH, AE, A1-A30, AR, AR/AE, AR/AH, AR/A1-A30, AR/A, AR/A0.

7. A manufactured home or a travel trailer as described in the Definitions section (see II.B.6.b. and II.B.6.c.).

If the manufactured home or travel trailer is in a special Flood hazard area, it must be anchored in the following manner at the time of the loss:

- a. By over-the-top or frame ties to ground anchors; or
- b. In accordance with the manufacturer's specifications; or
- c. In compliance with the community's floodplain management requirements;

8. Items of property in a Building enclosure below the lowest elevated floor of an elevated Post-FIRM Building located in Zones A1-A30, AE, AH, AR, AR/A, AR/AE, AR/AH, AR/A1-A30, V1-V30, or VE, or in a Basement, regardless of the zone. Coverage is limited to the following:

- a. Any of the following items, if installed in their functioning locations and, if necessary for operation, connected to a power source:

- (1) Central air conditioners;
- (2) Cisterns and the water in them;
- (3) Drywall for walls and ceilings in a Basement and the cost of labor to nail it, unfinished and unfloated and not taped, to the framing;
- (4) Electrical junction and circuit breaker boxes;
- (5) Electrical outlets and switches;

- (6) Elevators, dumbwaiters, and related equipment, except for related equipment installed below the Base Flood elevation after September 30, 1987;
- (7) Fuel tanks and the fuel in them;
- (8) Furnaces and hot water heaters;
- (9) Heat pumps;
- (10) Non-flammable insulation in a Basement;
- (11) Pumps and tanks used in solar energy systems;
- (12) Stairways and staircases attached to the Building, not separated from it by elevated walkways;
- (13) Sump pumps;
- (14) Water softeners and the chemicals in them, water filters, and faucets installed as an integral part of the plumbing system;
- (15) Well water tanks and pumps;
- (16) Required utility connections for any item in this list; and
- (17) Footings, foundations, posts, pilings, piers, or other foundation walls and anchorage systems required to support a Building.

**b. Clean-up.**

**B. COVERAGE B - PERSONAL PROPERTY**

1. If you have purchased personal property coverage, we insure, subject to B.2., 3., and 4. below, against Direct Physical Loss by or From Flood to personal property inside a fully enclosed insured Building:
  - a. Owned solely by you, or in the case of a Condominium, owned solely by the Condominium Association and used exclusively in the conduct of the business affairs of the Condominium Association; or

- b. Owned in common by the Unit owners of the Condominium Association.

We also insure such personal property for 45 days while stored at a temporary location as set forth in III.C.2.b., Property Removed to Safety.

- 2. When this Policy covers personal property, coverage will be either for household personal property or other than household personal property, while within the insured Building, but not both.

- a. If this Policy covers household personal property, it will insure household personal property usual to a living quarters, that:

- (1) Belongs to you, or a member of your household, or at your option:

- (a) Your domestic worker;

- (b) Your guest; or

- (2) You may be legally liable for.

- b. If this Policy covers other than household personal property, it will insure your:

- (1) Furniture and fixtures;

- (2) Machinery and equipment;

- (3) Stock; and

- (4) Other personal property owned by you and used in your business, subject to IV. Property Not Covered

- 3. Coverage for personal property includes the following property, subject to B.1.a and B.1.b above, which is covered under Coverage B only:

- a. Air conditioning units installed in the Building;

- b. Carpet, not permanently installed, over unfinished flooring;

- c. Carpets over finished flooring;
  - d. Clothes washers and dryers;
  - e. "Cook-out" grills;
  - f. Food freezers, other than walk-in, and food in any freezer;
  - g. Outdoor equipment and furniture stored inside the insured Building;
  - h. Ovens and the like; and
  - i. Portable microwave ovens and portable dishwashers.
4. Coverage for items of property in a Building enclosure below the lowest elevated floor of an elevated Post-FIRM Building located in Zones A1-A30, AE, AH, AR, AR/A, AR/AE, AR/AH, AR/A1-A30, V1-V30, or VE, or in a Basement, regardless of the zone, is limited to the following items, if installed in their functioning locations and, if necessary for operation, connected to a power source:
- a. Air conditioning units, portable or window type;
  - b. Clothes washers and dryers; and
  - c. Food freezers, other than walk-in, and food in any freezer.
5. Special Limits. We will pay no more than \$2,500 for any one loss to one or more of the following kinds of personal property:
- a. Artwork, photographs, collectibles, or memorabilia, including but not limited to, porcelain or other figures, and sports cards;
  - b. Rare books or autographed items;
  - c. Jewelry, watches, precious and semiprecious stones, or articles of gold, silver, or platinum;
  - d. Furs or any article containing fur which represents its principal value.
6. We will pay only for the functional value of antiques.



7. If you are a tenant, you may apply up to 10 percent of Coverage B limit to Improvements:

- a. Made a part of the Building you occupy; and
- b. You acquired or made at your expense, even though you cannot legally remove them.

This coverage does not increase the amount of insurance that applies to insured personal property

8. If you are a condominium unit owner, you may apply up to 10 percent of the Coverage B limit to cover loss to interior:

- a. Walls;
- b. Floors; and
- c. Ceilings;

that are not covered under a policy issued to the Condominium Association insuring the Condominium Building.

This coverage does not increase the amount of insurance that applies to insured personal property.

9. If you are a tenant, personal property must be inside the fully enclosed Building.

## C. COVERAGE C - OTHER COVERAGES

### 1. Debris Removal

- a. We will pay the expense to remove non-owned debris on or in insured property and owned debris anywhere.
- b. If you or a member of your household perform the removal work, the value of your work will be based on the Federal minimum wage.
- c. This coverage does not increase the Coverage A or Coverage B limit of liability.

### 2. Loss Avoidance Measures

- a. Sandbags, Supplies, and Labor

**(1) We will pay up to \$1,000 for costs you incur to protect the insured Building from a Flood or imminent danger of Flood, for the following:**

**(a) Your reasonable expenses to buy:**

**(i) Sandbags, including sand to fill them;**

**(ii) Fill for temporary levees;**

**(iii) Pumps; and**

**(iv) Plastic sheeting and lumber used in connection with these items; and**

**(b) The value of work, at the Federal minimum wage, that you perform.**

**(2) This coverage for Sandbags, Supplies, and Labor applies only if damage to insured property by or from Flood is imminent and the threat of Flood damage is apparent enough to lead a person of common prudence to anticipate Flood damage. One of the following must also occur:**

**(a) A general and temporary condition of flooding in the area near the Described Location must occur, even if the Flood does not reach the insured Building; or**

**(b) A legally authorized official must issue an evacuation order or other civil order for the community in which the insured Building is located calling for measures to preserve life and property from the peril of Flood.**

**This coverage does not increase the Coverage A or Coverage B limit of liability.**

**b. Property Removed to Safety**

**(1) We will pay up to \$1,000 for the reasonable expenses you incur to move insured property to a place other than the Described Location that contains the**

property in order to protect it from Flood or the imminent danger of Flood.

Reasonable expenses include the value of work, at the Federal minimum wage, that you perform.

- (2) If you move insured property to a location other than the Described Location that contains the property, in order to protect it from Flood or the imminent danger of Flood, we will cover such property while at that location for a period of 45 consecutive days from the date you begin to move it there. The personal property that is moved must be placed in a fully enclosed Building or otherwise reasonably protected from the elements.

Any property removed, including a moveable home described in II.B.6.b. and c., must be placed above ground level or outside of the Special Flood Hazard Area.

This coverage does not increase the Coverage A or Coverage B limit of liability.

### 3. Pollution Damage

We will pay for damage caused by Pollutants to covered property if the discharge, seepage, migration, release, or escape of the Pollutants is caused by or results from Flood. The most we will pay under this coverage is \$10,000. This coverage does not increase the Coverage A or Coverage B limits of liability. Any payment under this provision when combined with all other payments for the same loss cannot exceed the replacement cost or Actual Cash Value, as appropriate, of the covered property. This coverage does not include the testing for, or the monitoring of Pollutants unless required by law or ordinance.

## D. COVERAGE D — INCREASED COST OF COMPLIANCE

### 1. General

This Policy pays you to comply with a State or local floodplain management law or ordinance affecting repair or reconstruction of a structure suffering Flood damage. Compliance activities

eligible for payment are: elevation, floodproofing, relocation, or demolition (or any combination of these activities) of your structure. Eligible floodproofing activities are limited to:

- a. Nonresidential structures.
- b. Residential structures with Basements that satisfy FEMA's standards published in the code of Federal Regulations [44 CFR 60.6 (b) or (c)].

## 2. Limit of Liability

We will pay you up to \$30,000 under this Coverage D — Increased Cost of Compliance, which only applies to Policies with Building Coverage (Coverage A). Our payment of claims under Coverage D is in addition to the amount of coverage which you selected on the Application and which appears on the Declarations Page. But the maximum you can collect under this Policy for both Coverage A — Building Property and Coverage D — Increased Cost of Compliance cannot exceed the maximum permitted under the Act. We do not charge a separate deductible for a claim under Coverage D.

## 3. Eligibility

a. A structure covered under Coverage A - Building Property sustaining a loss caused by a Flood as defined by this Policy must:

- (1) Be a "repetitive loss structure." A repetitive loss structure is one that meets the following conditions:
  - (a) The structure is covered by a contract of flood insurance issued under the PFIP.
  - (b) The structure has suffered Flood damage on two occasions during a 10-year period which ends on the date of the second loss.
  - (c) The cost to repair the Flood damage, on average, equalled or exceeded 25 percent of the market value of the structure at the time of each Flood loss.
  - (d) In addition to the current claim, the NFIP and, or PFIP

must have paid the previous qualifying claim, and the State or community must have a cumulative, substantial damage provision or repetitive loss provision in its floodplain management law or ordinance being enforced against the structure; or

- (2) Be a structure that has had Flood damage in which the cost to repair equals or exceeds 50 percent of the market value of the structure at the time of the Flood. The State or community must have a substantial damage provision in its floodplain management law or ordinance being enforced against the structure.

b. This Coverage D pays you to comply with State or local floodplain management laws or ordinances that meet the minimum standards of the National Flood Insurance Program found in the Code of Federal Regulations at 44 CFR 60.3. We pay for compliance activities that exceed those standards under these conditions:

- (1) 3.a.(1) above.
- (2) Elevation or floodproofing in any risk zone to preliminary or advisory Base Flood elevations provided by FEMA which the State or local government has adopted and is enforcing for flood-damaged structures in such areas. (This includes compliance activities in B, C, X, or D zones which are being changed to zones with Base Flood elevations. This also includes compliance activities in zones where Base Flood elevations are being increased, and a flood-damaged structure must comply with the higher advisory Base Flood elevation.) Increased Cost of Compliance coverage does not apply to situations in B, C, X, or D zones where the community has derived its own elevations and is enforcing elevation or floodproofing requirements for flood-damaged structures to elevations derived solely by the community.
- (3) Elevation or floodproofing above the Base Flood elevation to meet State or local "freeboard" requirements, i.e., that a structure must be elevated

above the Base Flood elevation.

- c. Under the minimum NFIP criteria at 44 CFR 60.3 (b)(4), States and communities must require the elevation or floodproofing of structures in unnumbered A zones to the Base Flood elevation where elevation data is obtained from a Federal, State, or other source. Such compliance activities are also eligible for Coverage D.
- d. This coverage will also pay for the incremental cost, after demolition or relocation, of elevating or floodproofing a structure during its rebuilding at the same or another site to meet State or local floodplain management laws or ordinances, subject to Exclusion D.5.g. below.
- e. This coverage will also pay to bring a flood-damaged structure into compliance with State or local floodplain management laws or ordinances even if the structure had received a variance before the present loss from the applicable floodplain management requirements.

#### 4. Conditions

- a. When a structure covered under Coverage A -Building Property sustains a loss caused by a Flood, our payment for the loss under this Coverage D will be for the increased cost to elevate, floodproof, relocate, or demolish (or any combination of these activities) caused by the enforcement of current State or local floodplain management ordinances or laws. Our payment for eligible demolition activities will be for the cost to demolish and clear the site of the Building debris or a portion thereof caused by the enforcement of current State or local floodplain management ordinances or laws. Eligible activities for the cost of clearing the site will include those necessary to discontinue utility service to the site and ensure proper abandonment of on-site utilities.
- b. When the Building is repaired or rebuilt, it must be intended for the same occupancy as the present Building unless otherwise required by current floodplain management ordinances or laws.

## 5. Exclusions

Under this Coverage D -Increased Cost of Compliance, we will not pay for:

- a. The cost to comply with any floodplain management law or ordinance in communities participating in the Emergency Program.
- b. The cost associated with enforcement of any ordinance or law that requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of Pollutants.
- c. The loss in value to any insured Building or other structure due to the requirements of any ordinance or law.
- d. The loss in residual value of the undamaged portion of a building demolished as a consequence of enforcement of any State or local floodplain management law or ordinance.
- e. Any Increased Cost of Compliance under this Coverage D:
  - (1) Until the Building is elevated, floodproofed, demolished, or relocated on the same or to another premises; and
  - (2) Unless the Building is elevated, floodproofed, demolished, or relocated as soon as reasonably possible after the loss, not to exceed 2 years.
- f. Any code upgrade requirements, e.g., plumbing or electrical wiring, not specifically related to the State or local floodplain management law or ordinance.
- g. Any compliance activities needed to bring additions or improvements made after the loss occurred into compliance with State or local floodplain management laws or ordinances.
- h. Loss due to any ordinance or law that you were required to comply with before the current loss.
- i. Any rebuilding activity to standards that do not meet the NFIP's minimum requirements. This includes any situation where the insured has received from the State or community a

variance in connection with the current Flood loss to rebuild the property to an elevation below the Base Flood elevation.

- j. Increased Cost of Compliance for a garage or carport.
- k. Any structure insured under an NFIP Group Flood Insurance Policy.
- l. Assessments made by a Condominium Association on individual Condominium Unit owners to pay increased costs of repairing commonly owned Buildings after a Flood in compliance with State or local floodplain management ordinances or laws.

#### 6. Other Provisions

All other conditions and provisions of this Policy apply.

### IV. PROPERTY NOT COVERED

We do not cover any of the following property:

- 1. Personal property not inside the fully enclosed Building;
- 2. A Building, and personal property in it, located entirely in, on, or over water or seaward of mean high tide if it was constructed or substantially improved after September 30, 1982;
- 3. Open structures, including a Building used as a boathouse or any structure or Building into which boats are floated, and personal property located in, on, or over water;
- 4. Recreational vehicles other than travel trailers described in II.B.6.c., whether affixed to a permanent foundation or on wheels;
- 5. Self-propelled vehicles or machines, including their parts and equipment. However, we do cover self-propelled vehicles or machines not licensed for use on public roads that are:
  - a. Used mainly to service the Described Location, or



- b. Designed and used to assist handicapped persons, while the vehicles or machines are inside a building at the Described Location;
6. Land, land values, lawns, trees, shrubs, plants, growing crops, or animals;
  7. Accounts, bills, coins, currency, deeds, evidences of debt, medals, money, scrip, stored value cards, postage stamps, securities, bullion, manuscripts, or other valuable papers;
  8. Underground structures and equipment, including wells, septic tanks, and septic systems;
  9. Those portions of walks, walkways, decks, driveways, patios, and other surfaces, all whether protected by a roof or not, located outside the perimeter, exterior walls of the insured Building;
  10. Containers, including related equipment, such as, but not limited to, tanks containing gases or liquids;
  11. Buildings or Units and all their contents if more than 49 percent of the Actual Cash Value of the Building or Unit is below ground, unless the lowest level is at or above the Base Flood elevation and is below ground by reason of earth having been used as insulation material in conjunction with energy efficient building techniques;
  12. Fences, retaining walls, seawalls, bulkheads, wharves, piers, bridges, and docks;
  13. Aircraft or watercraft, or their furnishings and equipment;
  14. Hot tubs and spas that are not bathroom fixtures, and swimming pools, and their equipment such as, but not limited to, heaters, filters, pumps, and pipes, wherever located;
  15. Property not eligible for flood insurance pursuant to the provisions of the Coastal Barrier Resources Act and the Coastal Barrier Improvement Act and amendments to these acts;

16. Personal property owned by or in the care, custody, or control of a Unit owner, except for the property of the type and under circumstances set forth under Coverage B — Personal Property;

17. A residential Condominium Building located in a Regular Program community.

## V. EXCLUSIONS

A. We only provide coverage for Direct Physical Loss by or From Flood, which means that we do not pay you for:

1. Loss of revenue or profits;
2. Loss of access to the insured property or Described Location;
3. Loss of use of the insured property or Described Location;
4. Loss from interruption of business or production;
5. Any additional living expenses incurred while the insured Building is being repaired or is unable to be occupied for any reason;
6. The cost of complying with any ordinance or law requiring or regulating the construction, demolition, remodelling, renovation, or repair of property, including removal of any resulting debris. This exclusion does not apply to any eligible activities that we describe in Coverage D - Increased Cost of Compliance; or
7. Any other economic loss.

B. We do not insure a loss directly or indirectly caused by a Flood that is already in progress at the time and date:

1. The Policy term begins; or
2. Coverage is added at your request.

C. We do not insure for loss to property caused directly by earth movement even if the earth movement is caused by Flood. Some examples of earth movement that we do not cover are:

1. Earthquake;
2. Landslide;

3. Land subsidence;
4. Sinkholes;
5. Destabilization or movement of land that results from accumulation of water in subsurface land areas; or
6. Gradual erosion.

We do, however, pay for losses from Mudflow and land subsidence as a result of erosion that are specifically covered under our definition of Flood (see II.A.1.c. and II.A.2.).

D. We do not insure for direct physical loss caused directly or indirectly by any of the following:

1. The pressure or weight of ice;
2. Freezing or thawing;
3. Rain, snow, sleet, hail, or water spray;
4. Water, moisture, mildew, or mold damage that results primarily from any condition:
  - a. Substantially confined to the insured Building; or
  - b. That is within your control, including but not limited to:
    - (1) Design, structural, or mechanical defects;
    - (2) Failure, stoppage, or breakage of water or sewer lines, drains, pumps, fixtures, or equipment; or
    - (3) Failure to inspect and maintain the property after a Flood recedes;
5. Water or waterborne material that:
  - a. Backs up through sewers or drains;
  - b. Discharges or overflows from a sump, sump pump, or related equipment; or
  - c. Seeps or leaks on or through the insured property;unless there is a Flood in the area and the Flood is the proximate

cause of the sewer or drain backup, sump pump discharge or overflow, or seepage of water;

6. The pressure or weight of water unless there is a Flood in the area and the Flood is the proximate cause of the damage from the pressure or weight of water;
  7. Power, heating, or cooling failure unless the failure results from Direct Physical Loss by or From Flood to power, heating, or cooling equipment situated on the Described Location;
  8. Theft, fire, explosion, wind, or windstorm;
  9. Anything you or your Agent do or conspire to do to cause loss by Flood deliberately; or
  10. Alteration of the insured property that significantly increases the risk of flooding.
- E. We do not insure for loss to any Building or personal property located on land leased from the Federal Government, arising from or incident to the flooding of the land by the Federal Government, where the lease expressly holds the Federal Government harmless under flood insurance issued under any Federal Government program.

## VI. DEDUCTIBLES

- A. When a loss is covered under this Policy, we will pay only that part of the loss that exceeds the applicable deductible amount, subject to the limit of liability that applies. The deductible amount is shown on the Declarations Page.

However, when a Building under construction, alteration, or repair does not have at least two rigid exterior walls and a fully secured roof at the time of loss, your deductible amount will be two times the deductible that would otherwise apply to a completed Building.

- B. In each loss from Flood, separate deductibles apply to the Building and personal property insured by this Policy.

- C. No deductible applies to:

1. III.C.2. Loss Avoidance Measures; or

## 2. III.D. Increased Cost of Compliance.

### VII. GENERAL CONDITIONS

#### A. Pairs and Sets

In case of loss to an article that is part of a pair or set, we will have the option of paying you:

1. An amount equal to the cost of replacing the lost, damaged, or destroyed article, minus its depreciation; or
2. The amount that represents the fair proportion of the total value of the pair or set that the lost, damaged, or destroyed article bears to the pair or set.

#### B. Concealment or Fraud and Policy Voidance

1. With respect to all insureds under this Policy, this Policy:

- a. Is void;
- b. Has no legal force or effect;
- c. Cannot be renewed; and
- d. Cannot be replaced by a new PFIP Policy;

if, before or after a loss, you or any other insured or your agent have at any time:

- (1) Intentionally concealed or misrepresented any material fact or circumstance;
- (2) Engaged in fraudulent conduct; or
- (3) Made false statements;

relating to this Policy or any other PFIP insurance.

2. This Policy will be void as of the date the wrongful acts described in B.1. above were committed.
3. Fines, civil penalties, and imprisonment under applicable Federal laws may also apply to the acts of fraud or concealment described above.

4. This Policy is also void for reasons other than fraud, misrepresentation, or wrongful act. This Policy is void from its inception and has no legal force under the following conditions:
- If the property is located in a community that was not participating in the NFIP on the Policy's inception date and did not join or re-enter the program during the Policy term and before the loss occurred; or
  - If the property listed on the Application is otherwise not eligible for coverage under the NFIP.

#### C. Other Insurance

- If a loss covered by this Policy is also covered by other insurance that includes Flood coverage not issued under the Act, we will not pay more than the amount of insurance that you are entitled to for lost, damaged, or destroyed property insured under this Policy subject to the following:
  - We will pay only the proportion of the loss that the amount of insurance that applies under this Policy bears to the total amount of insurance covering the loss, unless C.1.b. or c. immediately below applies.
  - If the other policy has a provision stating that it is excess insurance, this Policy will be primary.
  - This Policy will be primary (but subject to its own deductible) up to the deductible in the other Flood policy (except another policy as described in C.1.b. above). When the other deductible amount is reached, this Policy will participate in the same proportion that the amount of insurance under this Policy bears to the total amount of both policies, for the remainder of the loss.
- If this Policy covers a Condominium Association and there is a flood insurance Policy in the name of a Unit owner that covers the same loss as this Policy, then this Policy will be primary.

#### D. Amendments, Waivers, Assignment

This Policy cannot be changed nor can any of its provisions be

waived without the express written consent of the Underwriters. No action that we take under the terms of this Policy can constitute a waiver of any of our rights. You may assign this Policy in writing when you transfer title of your property to someone else, except under these conditions:

1. When this Policy covers only personal property; or
2. When this Policy covers a structure during the course of construction.

#### **E. Cancellation of Policy by You**

1. You may cancel this Policy in accordance with the applicable rules and regulations of the NFIP.
2. If you cancel this Policy, you may be entitled to a full or partial refund of premium also under the applicable rules and regulations of the NFIP.

#### **F. Nonrenewal of the Policy by Us**

Your Policy will not be renewed:

1. If the community where your covered property is located stops participating in the NFIP; or
2. If your Building has been declared ineligible under Section 1316 of the Act.

#### **G. Reduction and Reformation of Coverage**

1. If the premium we received from you was not enough to buy the kind and amount of coverage you requested, we will provide only the amount of coverage that can be purchased for the premium payment we received.
2. The Policy can be reformed to increase the amount of coverage resulting from the reduction described in G.1, above to the amount you requested as follows:
  - a. Discovery of insufficient premium or incomplete rating information before a loss:
    - (1) If we discover before you have a Flood loss that your

premium payment was not enough to buy the requested amount of coverage, we will send you and any mortgagee or trustee known to us a bill for the required additional premium for the current Policy term (or that portion of the current Policy term following any endorsement changing the amount of coverage). If you or the mortgagee or trustee pay the additional premium within 30 days from the date of our bill, we will reform the Policy to increase the amount of coverage to the originally requested amount effective to the beginning of the current Policy term (or subsequent date of any endorsement changing the amount of coverage).

- (2) If we determine before you have a Flood loss that the rating information we have is incomplete and prevents us from calculating the additional premium, we will ask you to send the required information. You must submit the information within 60 days of our request. Once we determine the amount of additional premium for the current Policy term, we will follow the procedure in G.2.a.(1) above.
- (3) If we do not receive the additional premium (or additional information) by the date it is due, the amount of coverage can only be increased by endorsement subject to any appropriate waiting period.

**b. Discovery of insufficient premium or incomplete rating information after a loss.**

- (1) If we discover after you have a Flood loss that your premium payment was not enough to buy the requested amount of coverage, we will send you and any mortgagee or trustee known to us a bill for the required additional premium for the current and the prior Policy terms. If you or the mortgagee or trustee pay the additional premium within 30 days from the date of our bill, we will reform the Policy to increase the amount of coverage to the originally requested amount effective to the beginning of the prior Policy term.
- (2) If we discover after you have a Flood loss that the rating information we have is incomplete and prevents us from



calculating the additional premium, we will ask you to send the required information. You must submit the information before your claim can be paid. Once we determine the amount of additional premium for the current and prior Policy terms, we will follow the procedure in G.2.b.(1) above.

(3) If we do not receive the additional premium by the date it is due, your flood insurance claim will be settled based on the reduced amount of coverage. The amount of coverage can only be increased by endorsement subject to any appropriate waiting period.

3. However, if we find that you or your agent intentionally did not tell us, or falsified, any important fact or circumstance or did anything fraudulent relating to this insurance, the provisions of Condition B. Concealment or Fraud and Policy Voidance apply.

#### H. Policy Renewal

1. This Policy will expire at 12:01 a.m. on the last day of the Policy term.
2. We must receive the payment of the appropriate renewal premium within 30 days of the expiration date.
3. If we find, however, that we did not place your renewal notice into the U.S. Postal Service, or if we did mail it, we made a mistake, e.g., we used an incorrect, incomplete, or illegible address, which delayed its delivery to you before the due date for the renewal premium, then we will follow these procedures:
  - a. If you or your agent notified us, not later than 1 year after the date on which the payment of the renewal premium was due, of non receipt of a renewal notice before the due date for the renewal premium, and we determine that the circumstances in the preceding paragraph apply, we will mail a second bill providing a revised due date, which will be 30 days after the date on which the bill is mailed.
  - b. If we do not receive the premium requested in the second bill by the revised due date, then we will not renew the Policy. In that case, the Policy will remain an expired Policy as of the

expiration date shown on the Declarations Page.

4. In connection with the renewal of this Policy, we may ask you during the Policy term to recertify, on a Recertification Questionnaire we will provide to you, the rating information used to rate your most recent Application for or renewal of insurance.

#### **I. Conditions Suspending or Restricting Insurance**

We are not liable for loss that occurs while there is a hazard that is increased by any means within your control or knowledge.

#### **J. Requirements in Case of Loss**

In case of a Flood loss to insured property, you must:

1. Give prompt written notice to us;
2. As soon as reasonably possible, separate the damaged and undamaged property, putting it in the best possible order so that we may examine it;
3. Prepare an inventory of damaged property showing the quantity, description, Actual Cash Value, and amount of loss. Attach all bills, receipts, and related documents;
4. Within 60 days after the loss, send us a proof of loss, which is your statement of the amount you are claiming under the Policy signed and sworn to by you, and which furnishes us with the following information:
  - a. The date and time of loss;
  - b. A brief explanation of how the loss happened;
  - c. Your interest (for example, "owner") and the interest, if any, of others in the damaged property;
  - d. Details of any other insurance that may cover the loss;
  - e. Changes in title or occupancy of the insured property during the term of the Policy;
  - f. Specifications of damaged Buildings and detailed repair estimates;

- g. Names of mortgagees or anyone else having a lien, charge, or claim against the insured property;
      - h. Details about who occupied any insured Building at the time of loss and for what purpose; and
      - i. The inventory of damaged personal property described in J.3. above.
- 5. In completing the proof of loss, you must use your own judgment concerning the amount of loss and justify that amount.
- 6. You must cooperate with the adjuster or representative in the investigation of the claim.
- 7. The insurance adjuster whom we hire to investigate your claim may furnish you with a proof of loss form, and she or he may help you complete it. However, this is a matter of courtesy only, and you must still send us a proof of loss within 60 days after the loss even if the adjuster does not furnish the form or help you complete it.
- 8. We have not authorized the adjuster to approve or disapprove claims or to tell you whether we will approve your claim.
- 9. At our option, we may accept the adjuster's report of the loss instead of your proof of loss. The adjuster's report will include information about your loss and the damages you sustained. You must sign the adjuster's report. At our option, we may require you to swear to the report.

#### **K. Our Options After a Loss**

Options we may, in our sole discretion, exercise after loss include the following:

1. At such reasonable times and places that we may designate, you must:
  - a. Show us or our representative the damaged property;
  - b. Submit to examination under oath, while not in the presence of another insured, and sign the same; and
  - c. Permit us to examine and make extracts and copies of:

- (1) Any policies of property insurance insuring you against loss and the deed establishing your ownership of the insured real property;
  - (2) Condominium Association documents including the Declarations of the Condominium, its Articles of Association or Incorporation, Bylaws, rules and regulations; and
  - (3) All books of accounts, bills, invoices and other vouchers, or certified copies pertaining to the damaged property if the originals are lost.
2. We may request, in writing, that you furnish us with a complete inventory of the lost, damaged, or destroyed property, including:
    - a. Quantities and costs;
    - b. Actual Cash Values;
    - c. Amounts of loss claimed;
    - d. Any written plans and specifications for repair of the damaged property that you can reasonably make available to us; and
    - e. Evidence that prior Flood damage has been repaired.
  3. If we give you written notice within 30 days after we receive your signed, sworn proof of loss, we may:
    - a. Repair, rebuild, or replace any part of the lost, damaged, or destroyed property with material or property of like kind and quality or its functional equivalent; and
    - b. Take all or any part of the damaged property at the value we agree upon or its appraised value.

#### **L. No Benefit to Bailee**

No person or organization, other than you, having custody of covered property will benefit from this insurance.

#### **M. Loss Payment**

1. We will adjust all losses with you. We will pay you unless some

other person or entity is named in the Policy or is legally entitled to receive payment. Loss will be payable 60 days after we receive your proof of loss (or within 90 days after the insurance adjuster files an adjuster's report signed and sworn to by you in lieu of a proof of loss) and:

- a. We reach an agreement with you;
- b. There is an entry of a final judgment; or
- c. There is a filing of an appraisal award with us, as provided in VII.P.

2. If we reject your proof of loss in whole or in part you may:

- a. Accept our denial of your claim;
- b. Exercise your rights under this Policy; or
- c. File an amended proof of loss, as long as it is filed within 60 days of the date of the loss.

#### N. Abandonment

You may not abandon to us damaged or undamaged property insured under this Policy.

#### O. Salvage

We may permit you to keep damaged insured property after a loss, and we will reduce the amount of the loss proceeds payable to you under the Policy by the value of the salvage.

#### P. Appraisal

If you and we fail to agree on the Actual Cash Value of the damaged property so as to determine the amount of loss, either may demand an appraisal of the loss. In this event, you and we will each choose a competent and impartial appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the State where the insured property is located. The appraisers will separately state the Actual Cash Value and the amount of loss to each item. If the appraisers submit a written

report of an agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of Actual Cash Value and loss.

Each party will:

1. Pay its own appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

#### **Q. Mortgage Clause**

The word "mortgagee" includes trustee.

Any loss payable under Coverage A - Building Property will be paid to any mortgagee of whom we have actual notice as well as any other mortgagee or loss payee determined to exist at the time of loss, and you, as interests appear. If more than one mortgagee is named, the order of payment will be the same as the order of precedence of the mortgages.

If we deny your claim, that denial will not apply to a valid claim of the mortgagee, if the mortgagee:

1. Notifies us of any change in the ownership or occupancy, or substantial change in risk of which the mortgagee is aware;
2. Pays any premium due under this Policy on demand if you have neglected to pay the premium; and
3. Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so.

All of the terms of this Policy apply to the mortgagee.

The mortgagee has the right to receive loss payment even if the mortgagee has started foreclosure or similar action on the Building.

If we decide to cancel or not renew this Policy, it will continue in effect for the benefit of the mortgagee only for 30 days after we notify the mortgagee of the cancellation or nonrenewal.

If we pay the mortgagee for any loss and deny payment to you, we are subrogated to all the rights of the mortgagee granted under the

mortgage on the property. Subrogation will not impair the right of the mortgagee to recover the full amount of the mortgagee's claim.

#### **R. Suit Against Us**

You may not sue us to recover money under this Policy unless you have complied with all the requirements of the Policy. If you do sue, you must start the suit within 1 year of the date of the written denial of all or part of the claim, and you must file the suit in the United States District Court of the district in which the insured property was located at the time of loss. This requirement applies to any claim that you may have under this Policy and to any dispute that you may have arising out of the handling of any claim under the Policy.

#### **S. Subrogation**

Whenever we make a payment for a loss under this Policy, we are subrogated to your right to recover for that loss from any other person. That means that your right to recover for a loss that was partly or totally caused by someone else is automatically transferred to us, to the extent that we have paid you for the loss. We may require you to acknowledge this transfer in writing. After the loss, you may not give up our right to recover this money or do anything that would prevent us from recovering it. If you make any claim against any person who caused your loss and recover any money, you must pay us back first before you may keep any of that money.

#### **T. Continuous Lake Flooding**

1. If your insured Building has been flooded by rising lake waters continuously for 90 days or more and it appears reasonably certain that a continuation of this flooding will result in a covered loss to the insured Building equal to or greater than the Building Policy limits plus the deductible or the maximum payable under the Policy for any one Building loss, we will pay you the lesser of these two amounts without waiting for the further damage to occur if you sign a release agreeing:
  - a. To make no further claim under this Policy;
  - b. Not to seek renewal of this Policy;

c. Not to apply for any flood insurance under the Act for property at the Described Location; and

d. Not to seek a premium refund for current or prior terms.

If the Policy term ends before the insured Building has been flooded continuously for 90 days, the provisions of this paragraph T.1. will apply when the insured Building suffers a covered loss before the Policy term ends.

2. If your insured Building is subject to continuous lake flooding from a closed basin lake, you may elect to file a claim under either paragraph T.1. above or paragraph T.2. (A "closed basin lake" is a natural lake from which water leaves primarily through evaporation and whose surface area now exceeds or has exceeded 1 square mile at any time in the recorded past. Most of the nation's closed basin lakes are in the western half of the United States, where annual evaporation exceeds annual precipitation and where lake levels and surface areas are subject to considerable fluctuation due to wide variations in the climate. These lakes may overtop their basins on rare occasions.) Under this paragraph T.2. we will pay your claim as if the Building is a total loss even though it has not been continuously inundated for 90 days, subject to the following conditions:

a. Lake Flood waters must damage or imminently threaten to damage your Building.

b. Before approval of your claim, you must:

(1) Agree to a claim payment that reflects your buying back the salvage on a negotiated basis; and

(2) Grant the conservation easement described in FEMA's "Policy Guidance for Closed Basin Lakes," to be recorded in the office of the local recorder of deeds. FEMA, in consultation with the community in which the property is located, will identify on a map an area or areas of special consideration (ASC) in which there is a potential for Flood damage from continuous lake flooding. FEMA will give the community the agreed-upon map showing the ASC. This easement will only apply to that portion of the property in



the ASC. It will allow certain agricultural and recreational uses of the land. The only structures that it will allow on any portion of the property within the ASC are certain simple agricultural and recreational structures. If any of these allowable structures are insurable Buildings under the NFIP and are insured under the PFIP, they will not be eligible for the benefits of this paragraph T.2. If a U.S. Army Corps of Engineers certified Flood control project or otherwise certified Flood control project later protects the property, FEMA will, upon request, amend the ASC to remove areas protected by those projects. The restrictions of the easement will then no longer apply to any portion of the property removed from the ASC; and

- (3) Comply with paragraphs T.1.a. through T.1.d. above.
- c. Within 90 days of approval of your claim, you must move your Building to a new location outside the ASC. Underwriters will give you an additional 30 days to move if you show that there is sufficient reason to extend the time.
  - d. Before the final payment of your claim, you must acquire an elevation certificate and a floodplain development permit from the local floodplain administrator for the new location of your Building.
  - e. Before the approval of your claim, the community having jurisdiction over your Building must:
    - (1) Adopt a permanent land use ordinance, or a temporary moratorium for a period not to exceed 6 months to be followed immediately by a permanent land use ordinance, that is consistent with the provisions specified in the easement required in paragraph T.2.b. above;
    - (2) Agree to declare and report any violations of this ordinance to FEMA and Underwriters so that under Section 1316 of the National Flood Insurance Act of 1968, as amended, flood insurance to the Building can be denied; and
    - (3) Agree to maintain as deed-restricted, for purposes compatible with open space or agricultural or recreational

use only, any affected property the community acquires an interest in. These deed restrictions must be consistent with the provisions of paragraph T.2.b. above, except that, even if a certified project protects the property, the land use restrictions continue to apply if the property was acquired under the Hazard Mitigation Grant Program or the Flood Mitigation Assistance Program. If a nonprofit land trust organization receives the property as a donation, that organization must maintain the property as deed-restricted, consistent with the provisions of paragraph T.2.b. above.

- f. Before the approval of your claim, the affected State must take all action set forth in FEMA's "Policy Guidance for Closed Basin Lakes."
- g. You must have NFIP and/or PFIP flood insurance coverage continuously in effect from a date established by FEMA until you file a claim under paragraph T.2. If a subsequent owner buys NFIP and/or PFIP insurance that goes into effect within 60 days of the date of transfer of title, any gap in coverage during that 60-day period will not be a violation of this continuous coverage requirement. For the purpose of honoring a claim under this paragraph T.2., we will not consider to be in effect any increased coverage that became effective after the date established by FEMA. The exception to this is any increased coverage in the amount suggested by your insurer as an inflation adjustment.
- h. This paragraph T.2. will be in effect for a community when the FEMA Regional Director for the affected region provides to the community, in writing, the following:

- (1) Confirmation that the community and the State are in compliance with the conditions in paragraphs T.2.e. and T.2.f. above; and
- (2) The date by which you must have flood insurance in effect.

#### **U. Duplicate Policies Not Allowed**

1. We will not insure your property under more than one PFIP Policy.

If we find that the duplication was not knowingly created, we will give you written notice. The notice will advise you that you may choose one of several options under the following procedures:

- a. If you choose to keep in effect the Policy with the earlier effective date, you may also choose to add the coverage limits of the later Policy to the limits of the earlier Policy. The change will become effective as of the effective date of the later Policy.
- b. If you choose to keep in effect the Policy with the later effective date, you may also choose to add the coverage limits of the earlier Policy to the limits of the later Policy. The change will be effective as of the effective date of the later Policy.

In either case, you must pay the pro rata premium for the increased coverage limits within 30 days of the written notice. In no event will the resulting coverage limits exceed the permissible limits of coverage under the Act or your insurable interest, whichever is less.

We will make a refund to you, according to applicable NFIP rules, of the premium for the Policy not being kept in effect.

2. The insured's option under Condition U, Duplicate Policies Not Allowed to elect which NFIP Policy to keep in effect does not apply when duplicates have been knowingly created. Losses occurring under such circumstances will be adjusted according to the terms and conditions of the earlier Policy. The Policy with the later effective date will be canceled.

#### V. Loss Settlement

We will pay the least of the following amounts after application of the deductible:

1. The applicable amount of insurance under this Policy;
2. The Actual Cash Value; or
3. The amount it would cost to repair or replace the property with material of the like kind and quality within a reasonable time after the loss.

## **APPLICABLE LAW (U.S.A.)**

**This Insurance shall be subject to the applicable state law to be determined by the court of competent jurisdiction as determined by the provisions of the Service of Suit Clause (U.S.A.)**

**14/09/2005**

**LMA5021**

**Form approved by Lloyd's Market Association**

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# **WAR AND CIVIL WAR EXCLUSION CLAUSE**

(Approved by Lloyd's Underwriters' Non-Marine Association)

Notwithstanding anything to the contrary contained herein this Policy does not cover Loss or Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

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NMA464

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**RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE -  
PHYSICAL DAMAGE - DIRECT**

This policy does not cover any loss or damage arising directly or indirectly from nuclear reaction nuclear radiation or radioactive contamination however such nuclear reaction nuclear radiation or radioactive contamination may have been caused \* NEVERTHELESS if Fire is an insured peril and a Fire arises directly or indirectly from nuclear reaction nuclear radiation or radioactive contamination any loss or damage arising directly from that Fire shall (subject to the provisions of this policy) be covered EXCLUDING however all loss or damage caused by nuclear reaction nuclear radiation or radioactive contamination arising directly or indirectly from that Fire.

\* NOTE. - If Fire is not an insured peril under this policy the words "NEVERTHELESS" to the end of the clause do not apply and should be disregarded.

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## **U.S.A. & CANADA**

### **LAND, WATER AND AIR EXCLUSION**

Notwithstanding any provision to the contrary within the Policy of which this Endorsement forms part (or within any other ENDORSEMENT which forms part of this Policy), this Policy does not insure land (including but not limited to land on which the insured property is located), water or air, howsoever and wherever occurring, or any interest or right therein.

### **SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION EXCLUSION**

Except for limited coverage for "Pollution Damage", provided under Section III.C.3 of the Commercial Flood Insurance Policy, General Property Form (CFLD-1), Seepage, Pollution, and Contamination are each excluded as follows:

This Policy does not insure:

- a) any loss, damage, cost or expense; or
- b) any increase in insured loss, damage, cost or expense; or
- c) any loss, damage, cost, expense, fine or penalty, which is incurred, sustained or imposed by order, direction, instruction or request of, or by any agreement with, any court, government agency or any public, civil or military authority, or threat thereof (and whether or not as a result of public or private litigation);

which arises from any kind of seepage or any kind of pollution and/or contamination, or threat thereof, whether or not caused by or resulting from a peril insured, or from steps or measures taken in connection with the avoidance, prevention, abatement, mitigation, remediation, clean-up or removal of such seepage or pollution and/or contamination or threat thereof.

The term "any kind of seepage or any kind of pollution and/or contamination" as used in this Endorsement includes (but is not limited to):

- a) seepage of, or pollution and/or contamination by, anything, including but not limited to, any material designated as a "hazardous substance" by the United States Environmental Protection Agency or as a "hazardous material" by the United States Department of Transportation, or defined as a "toxic substance" by the Canadian Environmental Protection Act for the purposes of Part II of that Act, or any substance designated or defined as toxic, dangerous, hazardous or deleterious to persons or the environment under any other Federal, State, Provincial, Municipal or other law, ordinance or regulation; and
- b) the presence, existence, or release of anything which endangers or threatens to endanger the health, safety, or welfare of persons or the environment.

## **ELECTRONIC DATE RECOGNITION EXCLUSION (EDRE)**

This Policy does not cover any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

- (a) the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not; or
- (b) any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not.

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

17/12/97  
NMA2802

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**PROPERTY CYBER AND DATA ENDORSEMENT (FLOOD)**

- 1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
  - 1.1 Cyber Loss, unless subject to the provisions of paragraph 2;
  - 1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data, unless subject to the provisions of paragraph 3;regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- 2 Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, this Policy covers physical loss or physical damage to property insured under this Policy caused by Flood (as defined within this Policy or any endorsement thereto this Policy) which directly results from a Cyber Incident or Cyber Act.
- 3 Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, should Data Processing Media owned or operated by the Insured suffer physical loss or physical damage insured by this Policy, then this Policy will cover the cost to repair or replace the Data Processing Media itself plus the costs of copying the Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the Data. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank Data Processing Media. However, this Policy excludes any amount pertaining to the value of such Data, to the Insured or any other party, even if such Data cannot be recreated, gathered or assembled.
- 4 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 5 This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss, Data or Data Processing Media, replace that wording.

**Definitions**

- 6 Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
- 7 Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
- 8 Cyber Incident means:
  - 8.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
  - 8.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
- 9 Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the

aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

- 10 Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.
- 11 Data Processing Media means any property insured by this Policy on which Data can be stored but not the Data itself.

LMA5400 (Amended)  
11 November 2019

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## **Biological or Chemical Materials Exclusion**

It is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

NMA2962

06/02/03

Form approved by Lloyd's Market Association [Non-Marine]

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**MICROORGANISM EXCLUSION (Absolute)**

This Policy does not insure any loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to:

mold, mildew, fungus, spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This Exclusion applies regardless whether there is (i) any physical loss or damage to insured property; (ii) any insured peril or cause, whether or not contributing concurrently or in any sequence; (iii) any loss of use, occupancy, or functionality; or (iv) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

This Exclusion replaces and supersedes any provision in the Policy that provides insurance, in whole or in part, for these matters.

LMA5018

14/09/2005

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**Complaints Procedure**

**HOW TO MAKE A COMPLAINT**

Should you wish to make a complaint against Burns & Wilcox, you may do so either in writing or verbally to the Compliance Officer at:

Brad Turner  
Burns & Wilcox Ltd  
800 Arendell Street, STE 200  
Morehead City NC 28557  
JBTurner@Burns-Wilcox.com

Phone: (252) 726-8992

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## **CLAIM REPORTING INFORMATION**

Your insurance policy has been placed with Certain Underwriters at Lloyd's, London.

Our commitment to you is to provide fast, fair claim service. Promptly reporting an event that could lead to a claim, as required by your policy, helps us fulfill this commitment to you. Please refer to your policy for this and all other terms and conditions.

### **HOW TO REPORT A CLAIM**

Minuteman Adjusters  
220 Kaufman Financial Center  
30833 Northwestern Highway  
Farmington Hills, MI 48334

Email: [minuteman@claimemail.com](mailto:minuteman@claimemail.com)

Ph: 800.521.1918 ext. 2

Fax: 248.932.9051

In order to expedite this process, please be prepared to furnish as much of the following information as possible:

- Your policy number
- Date, time and location of the loss / accident
- Details of the loss / accident
- Name, address and phone number of any involved parties
- If applicable, name of law enforcement agency or fire department along with the incident number.

Please also refer to your policy for specific claim reporting requirements.

Thank you for your business and as always, we appreciate the opportunity to serve you.

## CLAIM GUIDELINES IN CASE OF A FLOOD

For the protection of you and your family, the following claim guidelines are provided. If you are ever in doubt as to what action is needed, please call our Claims Department immediately at 1-800-498-1600 or email [minuteman@claimemail.com](mailto:minuteman@claimemail.com)

- Notify Minuteman by phone or in writing as soon as possible after the flood. See "Claim Reporting Information"-Form BW001772 for detailed information on how to report a claim.
- Contact Minuteman if you have not been contacted within 48 hours after you reported the claim to us.
- As soon as possible, separate damaged property from undamaged property so that damage can be inspected and evaluated.
- Discuss with the claims adjuster any need you may have for an advance or partial payment for your loss.
- To help the claims adjuster, try to take photographs of the outside of the premises showing the flooding and the damage and photographs of the inside of the premises showing the height of the water and the damaged property.
- Place all account books, financial records, receipts, and other loss verification material in a safe place for examination and evaluation by the claims adjuster.
- Work cooperatively and promptly with the claims adjuster to determine and document all claim items. Be prepared to advise the claims adjuster of the cause and responsible party(ies), if the flood resulted from other than natural cause.
- Make sure that the claims adjuster fully explains, and that you fully understand, all allowances and procedures for processing claim payments on the basis of your proof of loss.
- Any and all coverage problems and claim allowance restrictions must be communicated directly from the Company. Claims adjusters are not authorized to approve or deny claims; their job is to report to the Company the underlying facts of the claim only.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES**

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
STANDARD PROPERTY POLICY

- A. We will not pay for loss ("loss") or damage caused directly or indirectly by the following. Such loss ("loss") or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss ("loss") or damage.
1. The failure, malfunction or inadequacy of:
    - a. Any of the following, whether belonging to any insured or to others:
      - (1) Computer hardware, including microprocessors;
      - (2) Computer application software;
      - (3) Computer operating systems and related software;
      - (4) Computer networks;
      - (5) Microprocessors (computer chips) not part of any computer system; or
      - (6) Any other computerized or electronic equipment or components; or
    - b. Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph A. 1. a. of this endorsement, due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times. An example is the inability of computer software to recognize the year 2000.
  2. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph A.1. of this endorsement.
- B. If an excluded Cause of Loss as described in Paragraph A. of this endorsement results:
1. In a Covered Cause of Loss under the Crime and Fidelity Coverage Part, the Commercial Inland Marine Coverage Part or the Standard Property Policy; or
  2. Under the Commercial Property Coverage Part:
    - a. In a "Specified Cause of Loss" or in elevator collision resulting from mechanical breakdown, under the Causes of Loss - Special Form; or
    - b. In a Covered Cause of Loss under the Causes of Loss - Basic Form or the Causes of Loss - Broad Form, we will pay only for the loss ("loss") or damage caused by such "Specified Cause of Loss", elevator collision, or Covered Cause of Loss.
- C. We will not pay for repair, replacement or modification of any items in Paragraphs A.1.a. and A.1.b. of this endorsement to correct any deficiencies or change any features.



### SERVICE OF SUIT CLAUSE (U.S.A.)

This Service of Suit Clause will not be read to conflict with or override the obligations of the parties to arbitrate their disputes as provided for in any Arbitration provision within this Policy. This Clause is intended as an aid to compelling arbitration or enforcing such arbitration or arbitral award, not as an alternative to such Arbitration provision for resolving disputes arising out of this contract of insurance (or reinsurance).

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Insured (or Reinsured), will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States.

It is further agreed that service of process in such suit may be made upon:

Lloyd's America Inc  
Attention: Legal Department  
280 Park Avenue, East Tower, 26th Floor  
N.Y.

New York, NY 10017

and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Insured (or Reinsured) to give a written undertaking to the Insured (or Reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured (or Reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

LMA5020  
14/09/2005

Form approved by Lloyd's Market Association

## **TERRORISM EXCLUSION ENDORSEMENT**

Without prejudice to any other terms and conditions specified in this insurance, this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence of the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

NMA2920(Amended)  
11/2005

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**LLOYD'S**

One Lime Street London EC3M 7HA



**GOODVILLE MUTUAL CASUALTY COMPANY**  
 625 West Main Street, PO Box 489  
 New Holland, PA 17557-0489  
 www.goodville.com

**Commercial  
 Lines Policy  
 Renewal**

**Premium Bill**

Policy Prefix: CP  
 Policy No. 941618  
 Mailbox: 37DJ 466

**Policy Dates** 7/07/23 to 7/07/24

**Named Insured and Mailing Address**  
 Brenda Smith  
 DBA Snowy Summers  
 3455 Paxtonville Rd  
 Middleburg PA 17842-8818

**Agency name and Address**  
 Don Jacobs Insurance Services Inc  
 200 Barnett Woods Road  
 PO Box 489  
 New Bloomfield PA 17068-0489  
 (717)582-8400

**Renewal Premium:** \$794.00

	Pay in Full		2-pay Plan		4-pay Plan		6-pay Plan	
	Amount Due	Date Due	Installment	Date Due	Installment	Date Due	Installment	Date Due
1	\$793.00	7/07/23	\$400.00	7/07/23	\$202.00	7/07/23	\$135.00	7/07/23
2			\$401.00	1/07/24	\$203.00	10/07/23	\$136.00	9/07/23
3					\$203.00	1/07/24	\$136.00	11/07/23
4					\$201.00	4/07/24	\$136.00	1/07/24
5							\$136.00	3/07/24
6							\$138.00	5/07/24
<b>Pay:</b>	\$793.00		\$801.00		\$809.00		\$817.00	

Each installment includes a \$4.00 service charge.

\* First payment includes a previous balance of \$1.00 credit.

**Avoid \$4 installment fee; pay online with EFT**  
 Learn more at [www.goodville.com](http://www.goodville.com)

Detach at the perforation and return the lower portion with payment in the envelope provided.



**GOODVILLE MUTUAL CASUALTY COMPANY**  
 625 West Main Street, PO Box 489  
 New Holland, PA 17557-0489  
 www.goodville.com

**Policy Number:** 941618

Log onto [www.goodville.com](http://www.goodville.com)  
 or call 717-354-1991 or 1-800-854-4695 to:  
 \*Pay bill with Visa, MasterCard, Discover; OR  
 \*Pay online with EFT to SAVE \$4 per installment  
 Log on or call 24 hours/7 days a week.

**Select Payment Schedule/Amount Due**

- Pay in Full \$793.00
- 2-pay Plan \$400.00
- 4-pay Plan \$202.00
- 6-pay Plan \$135.00

**Date Due:** 7/07/23

BRENDA SMITH  
 DBA SNOWY SUMMERS  
 3455 PAXTONVILLE RD  
 MIDDLEBURG PA 17842-8818

Amount Enclosed:

Make check payable to GMCC



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**GOODVILLE MUTUAL CASUALTY COMPANY**  
 625 West Main Street, PO Box 489  
 New Holland, PA 17557-0489  
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**Commercial  
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**Renewal Premium:** \$794.00

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	Amount Due	Date Due	Installment	Date Due	Installment	Date Due	Installment	Date Due
1	\$793.00	7/07/23	\$400.00	7/07/23	\$202.00	7/07/23	\$135.00	7/07/23
2			\$401.00	1/07/24	\$203.00	10/07/23	\$136.00	9/07/23
3					\$203.00	1/07/24	\$136.00	11/07/23
4					\$201.00	4/07/24	\$136.00	1/07/24
5							\$136.00	3/07/24
6							\$138.00	5/07/24
<b>Pay:</b>	\$793.00		\$801.00		\$809.00		\$817.00	

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**Date Due:** 7/07/23

BRENDA SMITH  
 DBA SNOWY SUMMERS  
 3455 PAXTONVILLE RD  
 MIDDLEBURG PA 17842-8818

Amount Enclosed:

**Make check payable to GMCC**



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# Lloyd's Certificate

**This Insurance** is effected with certain Underwriters at Lloyd's, London.

**This Certificate** is issued in accordance with the limited authorization granted to the Correspondent by certain Underwriters at Lloyd's, London whose syndicate numbers and the proportions underwritten by them can be ascertained from the office of the said Correspondent (such Underwriters being hereinafter called "Underwriters") and in consideration of the premium specified herein, Underwriters do hereby bind themselves severally and not jointly, each for his own part and not one for another, their Executors and Administrators.

**The Assured** is requested to read this certificate, and if it is not correct, return it immediately to the Correspondent for appropriate alteration.

The Correspondent issuing this Certificate is:

Burns & Wilcox Ltd  
800 Arendell Street Ste 200  
Morehead City NC 28557



## CERTIFICATE PROVISIONS

- Signature Required.** This Certificate shall not be valid unless signed by the Correspondent on the attached Declaration Page.
- Correspondent Not Insurer.** The Correspondent is not an Insurer hereunder and neither is nor shall be liable for any loss or claim whatsoever. The Insurers hereunder are those Underwriters at Lloyd's, London, whose syndicate numbers can be ascertained as hereinbefore set forth. As used in this Certificate "Underwriters" shall be deemed to include incorporated as well as unincorporated persons or entities that are Underwriters at Lloyd's, London.
- Cancellation.** If this certificate provides for cancellation and this Certificate is cancelled after the inception date, earned premium must be paid for the time the insurance has been in force.
- Service of Suit Clause.** It is agreed that in the event of the failure of Underwriters to pay any amount claimed to be due hereunder, Underwriters, at the request of the Assured, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States. It is further agreed that service of process in such suit may be made upon Mendes and Mount, 750 Seventh Avenue, New York, NY 10019-6829, and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, Underwriters have designated the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary arising out of this contract of insurance, and hereby designate the above-mentioned as the person to whom the said officer is authorized to mail such process or true copy thereof.

- Assignment.** This Certificate shall not be assigned either in whole or in part without the written consent of the Correspondent endorsed hereon.
- Attached Conditions Incorporated.** This Certificate is made and accepted subject to all the provisions, conditions and warranties set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.
- Short Rate Cancellation.** If the attached provisions provide for cancellation, the table below will be used to calculate the short rate proportion of the premium when applicable under the terms of cancellation.

### Short Rate Cancellation Table For Term of One Year.

Days Insurance In Force	Per Cent of one year Premium	Days Insurance In Force	Per Cent of one year Premium	Days Insurance In Force	Per Cent of one year Premium	Days Insurance In Force	Per Cent of one year Premium
1	5%	66 - 69	29%	154 - 156	53%	256 - 260	77%
2	6	70 - 73	30	157 - 160	54	261 - 264	78
3 - 4	7	74 - 76	31	161 - 164	55	265 - 269	79
5 - 6	8	77 - 80	32	165 - 167	56	270 - 273 (9 mos)	80
7 - 8	9	81 - 83	33	168 - 171	57	274 - 278	81
9 - 10	10	84 - 87	34	172 - 175	58	279 - 282	82
11 - 12	11	88 - 91	35	176 - 178	59	283 - 287	83
13 - 14	12	92 - 94	36	179 - 182 (6 mos)	60	288 - 291	84
15 - 16	13	95 - 98	37	183 - 187	61	292 - 296	85
17 - 18	14	99 - 102	38	188 - 191	62	297 - 301	86
19 - 20	15	103 - 105	39	194 - 196	63	302 - 305 (10 mos)	87
21 - 22	16	106 - 109	40	197 - 200	64	306 - 310	88
23 - 25	17	110 - 113	41	201 - 203	65	311 - 314	89
26 - 29	18	114 - 119	42	204 - 207	66	315 - 319	90
30 - 32 (1 mos)	19	117 - 120	43	210 - 212	67	320 - 323	91
33 - 36	20	121 - 124 (4 mos)	44	215 - 218	68	324 - 328	92
37 - 40	21	125 - 127	45	219 - 223	69	329 - 333	93
41 - 43	22	128 - 131	46	224 - 228	70	334 - 338	94
44 - 47	23	132 - 135	47	229 - 232	71	339 - 343	95
48 - 51	24	136 - 138	48	233 - 237	72	343 - 347	96
52 - 54	25	139 - 142	49	238 - 241	73	347 - 351	97
55 - 58	26	143 - 146	50	242 - 246 (8 mos)	74	352 - 355	98
59 - 62 (2 mos)	27	147 - 149	51	247 - 250	75	356 - 360	99
63 - 65	28	150 - 153 (5 mos)	52	251 - 255	76	361 - 365 (12 mos)	100

Rules applicable to insurance with terms less than or more than one year:

- If insurance has been in force for one year or less, apply the short rate table for annual insurance to the full annual premium determined as for insurance written for a term of one year.
- If insurance has been in force for more than one year:
  - Determine full annual premium as for insurance written for a term of one year.
  - Deduct such premium from the full insurance premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the policy was originally written.
  - Add premium produced in accordance with items (1) and (2) to obtain earned premium during full period insurance has been in force.

# Primary Flood Declarations

**POLICY NUMBER:** CPF00606300

**RENEWAL OF POLICY:**

**DATE ISSUED:** Jul 05, 2023

**NAMED INSURED/MAILING ADDRESS**

Friends of Clarks Ferry Tavern  
P.O. Box 184  
Duncannon, PA 17020

**AGENCY INFORMATION**

Murray Insurance Associates, Inc.  
200 Barnett Woods Rd P.O. Box 489  
New Bloomfield, PA 17068  
Phone Number: 7175828400

**PRIMARY PREMISES**

SEE ATTACHED SCHEDULE OF LOCATIONS

**PRODUCER INFORMATION**

PA01-Pittsburgh  
The Bentley Building 965 Greentree Road, Suite 300  
Pittsburgh, PA 15220

**POLICY PERIOD EFFECTIVE FROM:** Jun 30, 2023

**TO:** Jun 30, 2024

BOTH DAYS AT 12:01 AM STANDARD TIME AT THE LOCATION OF THE RESIDENCE PREMISES

**This insurance is effected with:** Certain Underwriters at Lloyd's of London

**AUTHORITY REFERENCE:** See Schedule of Syndicates.

**LLOYD'S Underwriters**

**PREMIUM BREAKDOWN**

Premium:	\$	2,113.00
Policy Fee:	\$	200.00
Surplus Lines Tax:	\$	63.39
Stamping Fee:	\$	20.00
Total:	\$	2,396.39

**SEE ATTACHED LIST OF COVERAGES,  
DEDUCTIBLES, FORMS AND ENDORSEMENTS**

25% Minimum Earned Premium \$ 528.25

**NOTIFICATION OF CLAIMS**

Minuteman Adjusters  
220 Kaufman Financial Center, 30833 Northwestern Hwy.  
Farmington Hills, MI 48334  
Fax: (248) 932-9051  
Email: minuteman@claimemail.com  
Phone: 800.521.1918 ext. 2

**SERVICE OF SUIT NOMINEE**

Lloyds America Inc  
Attention: Legal Department  
280 Park Avenue, East Tower, 25th Floor  
N  
New York, NY 10017

**STATE SURPLUS LINES REQUIRED WORDING:**

The insurer which has issued this insurance is not licensed by The Pennsylvania Insurance Department and is subject to limited regulation. This insurance is NOT covered by the Pennsylvania Property and Casualty Insurance Guaranty Association. Placed by Burns & Wilcox, Ltd., 30833 Northwestern Hwy, Suite 220, Farmington, Hills, MI 48334

**AUTHORITY REFERENCE:** See Schedule of Syndicates.

**This Policy is Issued By:** Shannon Hillen

*Samuel Carson*

Authorized Representative

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**ADDITIONAL INSURED**

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**MORTGAGEE INFORMATION**

**DRAFT**

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**DISCLOSURES**

The policy meets the definition of private flood insurance contained in 42 U.S.C. 4012a(b)(7) and the corresponding regulation.

This policy meets the definition of private flood insurance contained in 24 CFR 203.16a(e) for FHA-insured mortgages.

**AUTHORITY REFERENCE:** See Schedule of Syndicates  
**POLICY ISSUED BY:** Shannon Hillen

*Samuel Carson*  
Authorized Representative

**SCHEDULE OF FORMS AND ENDORSEMENTS:**

SLC-3 USA 09 98	Lloyd's Certificate
	Burns Flood Declarations
	Burns Flood Master Schedule of Locations
SS-1	Schedule Of Participating Underwriters at Lloyd's
	Private Flood Advisory Notice
PF-G 06/21	Primary Flood General Form
LMA-5021 09 05	Applicable Law (USA)
NMA 464	War and Civil War Exclusion Clause
NMA 1191	Radioactive Contamination Exclusion Clause - Physical Damage - Direct (U.S.A.)
NMA 2340-CF	Land, Water, and Air Exclusion
NMA 2802	ELECTRONIC DATE RECOGNITION EXCLUSION (EDRE)
LMA-5400	Property Cyber and Data Endorsement (Flood)
NMA 2962	Biological or Chemical Materials Exclusion
LMA-5018	Microorganism Exclusion
BW-COMP 01 01 17	Complaints Procedure
BW001772 (06-20)	Claim Reporting Information
	Claim Guidelines in Case of Flood
IL 09 35 07 02	Exclusion of Certain Computer-Related Losses
LMA-5020	Service of Suit Clause (U.S.A.)
NMA 2920 11 05	Terrorism Exclusion Endorsement
	Lloyd's Jacket

DRAFT

**AUTHORITY REFERENCE:** See Schedule of Syndicates

**POLICY ISSUED BY:** Shannon Hillen

*Samuel Carson*

Authorized Representative

**BUILDING SCHEDULE**

**POLICY NUMBER:** CPF00606300

**NAMED INSURED:** Friends of Clarks Ferry Tavern

LOC #	ADDRESS	COVERAGE	LIMIT	DEDUCTIBLE PER LOSS	ZONE	PREMIUM
1	603 N Market St Duncannon, PA 17020	Building (Actual Cash Value): Contents (Actual Cash Value): Loss of Use:	\$325,000 Excluded Excluded	\$5,000	AE	\$2,113.00

**DRAFT**

**AUTHORITY REFERENCE:** See Schedule of Syndicates  
**This Policy is Issued By:** Shannon Hillen

***Samuel Carson***  
Authorized Representative

**NAMED INSURED:** Friends of Clarks Ferry Tavern  
**POLICY NUMBER:** CPF00606300

**The Table of Syndicates referred to in the Agreement follows:**

**Underwriters at Lloyd's of London:**

<u>Contract No.</u>	<u>Syndicate No.</u>	<u>Pseudonym</u>	<u>Percentage</u>
B0142AA2202450	1200	AMA	20.00000%
B0142AA2202450	2987	BRT	5.00000%
B0142AA2204255	5000	TRV	25.00000%
B0142AA2304208	2987	BRT	15.00000%
B0142AA2304208	1729	DUW	6.25000%
B0142AA2304208	1618	Kii	3.75000%
B0429BA2305286	4472	LIB	9.75000%
B0429BA2305286	0318	CIN	5.00000%
B0429BA2305286	0457	MRS	3.25000%
B0429BA2305286	2987	BRT	2.50000%
B0429BA2305286	4472	LIB	2.50000%
B0429BA2305286	1618	Kii	1.62500%
B0429BA2305286	1200	WSMA	0.37500%
			<hr/>
			100.0000%

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## Private Flood Advisory Notice (Biggert-Waters Act & FHA Compliance Aid)

Please note flood insurance is also available through the National Flood Insurance Program.

This policy meets the definition of private flood insurance contained in 42 U.S.C. 4012a(b)(7) and the corresponding regulation.

This policy meets the definition of private flood insurance contained in 24 CFR 203.16a(e) for FHA-insured mortgages.

This insurance policy:

- Is issued by an insurer that is approved to engage in the business of insurance in the State in which the insured building is located by the insurance regulator of that State;
- provides flood insurance coverage which is at least as broad as the coverage provided under a standard flood insurance policy under the national flood insurance program;
- includes a requirement for the insurer to give 45 days' written notice of cancellation or non-renewal of flood insurance coverage to the insured and the regulated lending institution or Federal agency lender;
- includes:
  1. information about the availability of flood insurance coverage under the national flood insurance program;
  2. a mortgage interest clause similar to the clause contained in a standard flood insurance policy under the national flood insurance program; and
  3. a provision requiring an insured to file suit not later than one year after date of a written denial of all or part of a claim under this policy;
- contains cancellation provisions that are as restrictive as the provisions contained in a standard flood insurance policy under the national flood insurance program.

1. **Signature Required.** This Certificate shall not be valid unless signed by the Correspondent on the attached Declaration Page.
2. **Correspondent Not Insurer.** The Correspondent is not an Insurer hereunder and neither is nor shall be liable for any loss or claim whatsoever. The Insurers hereunder are those Underwriters at Lloyd's, London whose syndicate numbers can be ascertained as hereinbefore set forth. As used in this Certificate "Underwriters" shall be deemed to include incorporated as well as unincorporated persons or entities that are Underwriters at Lloyd's, London.
3. **Cancellation.** If this Certificate provides for cancellation and this Certificate is cancelled after the inception date, earned premium must be paid for the time the insurance has been in force.
4. **Service of Suit.** It is agreed that in the event of the failure of Underwriters to pay any amount claimed to be due hereunder, Underwriters, at the request of the Assured, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States.

It is further agreed that service of process in such suit may be made upon the firm or person named in item B of the attached Declaration Page, and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

5. **Assignment.** This Certificate shall not be assigned either in whole or in part without the written consent of the Correspondent endorsed hereon.
6. **Attached Conditions Incorporated.** This Certificate is made and accepted subject to all the provisions, conditions and warranties set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.



# PRIVATE FLOOD INSURANCE PROGRAM STANDARD FLOOD INSURANCE POLICY

## GENERAL PROPERTY FORM

### 1. INSURING CLAUSE

Subject to the limitations, terms and conditions contained in this Policy or added hereto, the Underwriters agree to indemnify the Assured named in the Schedule herein in respect of Direct Physical loss or damage to the property described in Item 6 of the Schedule while located or contained as described in the Schedule, occurring during the period stated in the Schedule and caused by the peril as are set forth in Item 4 of the Schedule.

Underwriters agree that in no event would a loss be denied under this Private Flood Insurance Program Standard Flood Insurance Policy General Property Form that would have been settled under the FEMA National Flood Insurance program Standard Flood Insurance Policy General property Form.

### 2. LIMITS

The limits of Underwriters Liability shall be those set forth in Item 8 of the Schedule under the designation "LIMITS" and the Underwriters shall be liable to pay the ultimate net loss up to the full amount of such "LIMITS".

### 3. CANCELLATION AND NON-RENEWAL

We may cancel or non-renew this certificate by providing not less than forty-five (45) days' advance written notice to both the insured and any mortgagee listed on the Policy. If we cancel or non-renew this certificate, coverage provided for the Described Location(s) shall remain in force until the later of expiration, non-renewal or cancellation of coverage, provided you have paid the applicable premium.

In the case that this Policy is not acceptable to the Mortgagee and the Mortgagee has confirmed this in writing within 45 days of the Policy effective date, Underwriters agree to cancel this Policy flat from inception.

### 4. DEFINITIONS

(a) Policy Year: The words "Policy year" shall be understood to mean the period in Item 3 of the Schedule.

### 5. APPLICATION OF RECOVERIES

All salvages, recoveries or payments recovered or received subsequent to loss settlement under this Policy shall be applied as if recovered or received prior to such settlement and all necessary adjustments shall then be made between the Assured and the Underwriters, provided always that nothing in this Policy shall be construed to mean that losses under this Policy are not recoverable until the Assured's ultimate net loss has been finally ascertained.

### 6. NOTIFICATION OF CLAIMS

The Assured upon knowledge of any occurrence likely to give rise to a claim hereunder shall give immediate written advice thereof to the person(s) or firm named for the purpose in Item 9 of the Schedule.

## ADDITIONAL WORDINGS AND CLAUSES

### AVAILABILITY OF FLOOD INSURANCE COVERAGE UNDER THE NATIONAL FLOOD INSURANCE PROGRAM

Similar coverage as contained in this Policy is available from insurance agents representing the FEMA National Flood Insurance Program. You can locate an agent at [www.floodsmart.gov](http://www.floodsmart.gov).

### SANCTION LIMITATION AND EXCLUSION CLAUSE

No. (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

16/09/10

LMA3100

### SEVERAL LIABILITY NOTICE

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

08/04

LSW1001 (insurance)

## LLOYD'S PRIVACY POLICY STATEMENT

### UNDERWRITERS AT LLOYD'S, LONDON

The Certain Underwriters at Lloyd's, London want you to know how we protect the confidentiality of your non-public personal information. We want you to know how and why we use and disclose the information that we have about you. The following describes our policies and practices for securing the privacy of our current and former customers.

### INFORMATION WE COLLECT

The non-public personal information that we collect about you includes, but is not limited to:

- Information contained in applications or other forms that you submit to us, such as name, address, and social security number.
- Information about your transactions with our affiliates or other third parties, such as balances and payment history.
- Information we receive from a consumer-reporting agency, such as credit-worthiness or credit history.

### INFORMATION WE DISCLOSE

We disclose the information that we have when it is necessary to provide our products and services. We may also disclose information when the law requires or permits us to do so.

### CONFIDENTIALITY AND SECURITY

Only our employees and others who need the information to service your account have access to your personal information. We have measures in place to secure our paper files and computer systems.

### RIGHT TO ACCESS OR CORRECT YOUR PERSONAL INFORMATION

You have a right to request access to or correction of your personal information that is in our possession.

### CONTACTING US

If you have any questions about this privacy notice or would like to learn more about how we protect your privacy, please contact the agent or broker who handled this insurance. We can provide a more detailed statement of our privacy practices upon request.

06/03 LSW1135B

INFORMATION

THIS POLICY MEETS ALL OF THE PROVISIONS REQUIRED BY THE  
TITLE II—FLOOD INSURANCE  
Subtitle A—Flood Insurance Reform and Modernization

SEC. 100201. SHORT TITLE.

This subtitle may be cited as the "Biggest Waters Flood Insurance Reform Act of 2012".

"(7) PRIVATE FLOOD INSURANCE DEFINED.—In this sub-section, the term 'private flood insurance' means an insurance policy that—

"(A) is issued by an insurance company that is-

"(i) licensed, admitted, or otherwise approved to engage in the business of insurance in the State or jurisdiction in which the insured building is located, by the insurance regulator of that State or jurisdiction;

or

"(ii) in the case of a policy of difference in conditions, multiple peril, all risk, or other blanket coverage insuring nonresidential commercial property, is recognized, or not disapproved, as a surplus lines insurer by the insurance regulator of the State or jurisdiction where the property to be insured is located;

"(B) provides flood insurance coverage which is at least as broad as the coverage provided under a standard flood insurance policy under the national flood insurance program, including when considering deductibles, exclusions, and conditions offered by the insurer;

"(C) includes-

"(i) a requirement for the insurer to give 45 days written notice of cancellation or non-renewal of flood insurance coverage to—

"(i) the insured; and

"(ii) the regulated lending institution or Federal agency lender;

"(iii) information about the availability of flood insurance coverage under the national flood insurance program;

"(iv) a mortgage interest clause similar to the clause contained in a standard flood insurance policy under the national flood insurance program; and

"(v) a provision requiring an insured to file suit not later than 1 year after date of a written denial of all or part of a claim under the policy; and

"(D) contains cancellation provisions that are as restrictive as the provisions contained in a standard flood insurance policy under the national flood insurance program."

**Private Flood Insurance Program Standard Flood Insurance  
Policy**

**General Property Form**

**PLEASE READ THE POLICY CAREFULLY. THE FLOOD INSURANCE PROVIDED IS SUBJECT TO LIMITATIONS, RESTRICTIONS, AND EXCLUSIONS.**

**THIS POLICY PROVIDES NO COVERAGE:**

- 1 IN A REGULAR PROGRAM COMMUNITY, FOR A RESIDENTIAL CONDOMINIUM BUILDING, AS DEFINED IN THIS POLICY; AND**
- 2 EXCEPT FOR PERSONAL PROPERTY COVERAGE, FOR A UNIT IN A CONDOMINIUM BUILDING.**

**I. AGREEMENT**

**We will pay you for Direct Physical Loss by or From Flood, occurring during the Policy Period, to your insured property if you:**

- 1. Have paid the correct premium;**
- 2. Comply with all terms and conditions of this Policy; and**
- 3. Have furnished accurate information and statements.**

**We have the right to review the information you give us at any time and to revise your Policy based on our review.**

**II. DEFINITIONS**

**A. In this Policy, "you" and "your" refer to the insured(s) shown on the Declarations Page of this Policy and your spouse, if a resident of the same household. "Insured(s)" includes: Any mortgagee and loss payee named in the Application and Declarations Page, as well as any other mortgagee or loss payee determined to exist at the time of loss in the order of precedence. "We," "us," and "our" refer to the insurer.**

**Some definitions are complex because they are provided as they appear in the law or regulations, or result from court cases. The precise definitions are intended to protect you.**

**Flood, as used in this flood insurance Policy, means:**

1. A general and temporary condition of partial or complete inundation of two or more acres of normally dry land area or of two or more properties (at least one of which is your property) from:
  - a. Overflow of inland or tidal waters;
  - b. Unusual and Rapid accumulation or runoff of surface waters from any source;
  - c. Mudflow
2. Collapse or subsidence of land along the shore of a lake or similar body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels that result in a Flood as defined in A.1.a. above.

**B. The following are the other key definitions that we use in this Policy:**

1. **Act.** The National Flood Insurance Act of 1968 and any amendments to it.
2. **Actual Cash Value.** The cost to replace an insured item of property at the time of loss, less the value of its physical depreciation.
3. **Application.** The statement made and signed by you or your agent in applying for this Policy. The Application gives information we use to determine the eligibility of the risk, the kind of Policy to be issued, and the correct premium payment.
4. **Base Flood.** A Flood having a one percent chance of being equaled or exceeded in any given year.
5. **Basement.** Any area of the Building, including any sunken room or sunken portion of a room, having its floor below ground level (subgrade) on all sides.
6. **Building.**
  - a) A structure with two or more outside rigid walls and a fully secured roof, that is affixed to a permanent site;

- b) A manufactured home (a "manufactured home," also known as a mobile home, is a structure built on a permanent chassis, transported to its site in one or more sections, and affixed to a permanent foundation); or
- c) A travel trailer without wheels, built on a chassis and affixed to a permanent foundation, that is regulated under the community's floodplain management and building ordinances or laws.

Building does not mean a gas or liquid storage tank or a recreational vehicle, park trailer, or other similar vehicle, except as described in B.6.c. above.

- 7. **Cancellation.** The ending of the insurance coverage provided by this Policy before the expiration date.
- 8. **Condominium.** That form of ownership of real property in which each Unit owner has an undivided interest in common elements.
- 9. **Condominium Association.** The entity made up of the Unit owners responsible for the maintenance and operation of:
  - a. Common elements owned in undivided shares by Unit owners; and
  - b. Other real property in which the Unit owners have use rights;where membership in the entity is a required condition of unit ownership.
- 10. **Declarations Page.** A computer-generated summary of information you provided in the Application for insurance. The Declarations Page also describes the term of the Policy, limits of coverage, and displays the premium and our name. The Declarations Page is a part of this flood insurance Policy.
- 11. **Described Location.** The location where the insured Building(s) or personal property are found. The Described Location is shown on the Declarations Page.

12. **Direct Physical Loss By or From Flood.** Loss or damage to insured property, directly caused by a Flood. There must be evidence of physical changes to the property.
13. **Elevated Building.** A Building that has no Basement and that has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.
14. **Emergency Program.** The initial phase of a community's participation in the National Flood Insurance Program. During this phase, only limited amounts of insurance are available under the Act.
15. **Expense Constant.** The insured is responsible for and must pay on each new or renewal Policy to defray the expenses of the Federal Government related to flood insurance.
16. **Federal Policy Fee.** The insured is responsible for and must pay on each new or renewal Policy to defray certain administrative expenses incurred in carrying out the National Flood Insurance Program. This fee covers expenses not covered by the Expense Constant.
17. **Improvements.** Fixtures, alterations, installations, or additions comprising a part of the insured Building or the apartment in which you reside.
18. **Loss Occurrence.** All losses wherever occurring, which arise between the time of movement of water into, onto or over the property insured hereunder and the receding of the same, regardless of the period of time so embraced; EXCEPT no Loss Occurrence shall be deemed to commence earlier than the date and time of the happening of the first recorded individual loss to the Assured in that occurrence during the Policy Period, nor to extend to beyond thirty days after the expiry of this Policy.
19. **Mudflow.** A river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water. Other earth movements, such as landslide, slope failure, or a saturated soil mass moving by liquidity down a slope, are not Mudflows.



20. **National Flood Insurance Program (NFIP).** The program of flood insurance coverage and floodplain management administered under the Act and applicable Federal regulations in Title 44 of the Code of Federal Regulations, Subchapter B.
21. **Policy.** The entire written contract between you and us. It includes:
- a. This printed form;
  - b. The Declarations Page;
  - c. Any endorsement(s) that may be issued; and
  - d. Any renewal certificate indicating that coverage has been instituted for a new Policy and new Policy term.
22. **Pollutants.** Substances that include, but are not limited to, any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. "Waste" includes, but is not limited to, materials to be recycled, reconditioned, or reclaimed.
23. **Post-FIRM Building.** A Building for which construction or substantial improvement occurred after December 31, 1974, or on or after the effective date of an initial Flood Insurance Rate Map (FIRM), whichever is later.
24. **Probation Premium.** A flat charge you must pay on each new or renewal Policy issued covering property in a community that the NFIP has placed on probation under the provisions of 44 CFR 59.24.
25. **Regular Program.** The final phase of a community's participation in the National Flood Insurance Program. In this phase, a Flood Insurance Rate Map is in effect and full limits of coverage are available under the Act.
26. **Residential Condominium Building.** A Building, owned and administered as a Condominium, containing one or more family Units and in which at least 75 percent of the floor area is residential.
27. **Special Flood Hazard Area.** An area having special Flood, or

Mudflow, and/or Flood-related erosion hazards, and shown on a Flood Hazard Boundary Map or Flood Insurance Rate Map as Zone A, AO, A1-A30, AE, A99, AH, AR, AR/A, AR/AE, AR/AH, AR/AO, AR/AIA30, V1-V30, VE, or V.

28. **Stock.** Merchandise held in storage or for sale, raw materials, and in-process or finished goods, including supplies used in their packing or shipping. Stock does not include any property not covered under Section IV. Property Not Covered, except the following:
- a. Parts and equipment for self-propelled vehicles;
  - b. Furnishings and equipment for watercraft;
  - c. Spas and hot-tubs, including their equipment; and
  - d. Swimming pool equipment.
29. **Unit.** A single-family Unit you own in a Condominium Building.
30. **Valued Policy.** A Policy in which the insured and the insurer agree on the value of the property insured, that value being payable in the event of a total loss. The Standard Flood Insurance Policy is not a Valued Policy.
31. **Policy Fee** means a flat charge you must pay on each new or renewal Policy.
32. **Private Flood Insurance Policy ("PFIP")** means this Policy.

### III. PROPERTY COVERED

#### A. COVERAGE A - BUILDING PROPERTY

We insure against Direct Physical Loss by or From Flood to:

1. The Building described on the Declarations Page at the Described Location. If the Building is a Condominium Building and the named insured is the Condominium Association, Coverage A includes all Units within the Building and the Improvements within the Units, provided the Units are owned in common by all Unit owners.
2. We also insure Building property for a period of 45 days at

another location as set forth in III.C.2.b., Property Removed to Safety.

3. Additions and extensions attached to and in contact with the Building by means of a rigid exterior wall, a solid load-bearing interior wall, a stairway, an elevated walkway, or a roof. At your option, additions and extensions connected by any of these methods may be separately insured. Additions and extensions attached to and in contact with the Building by means of a common interior wall that is not a solid load-bearing wall are always considered part of the Building and cannot be separately insured.
4. The following fixtures, machinery, and equipment, which are covered under Coverage A only:
  - a. Awnings and canopies;
  - b. Blinds;
  - c. Carpet permanently installed over unfinished flooring;
  - d. Central air conditioners;
  - e. Elevator equipment;
  - f. Fire extinguishing apparatus;
  - g. Fire sprinkler systems;
  - h. Walk-in freezers;
  - i. Furnaces;
  - j. Light fixtures;
  - k. Outdoor antennas and aerials attached to Buildings;
  - l. Permanently installed cupboards, bookcases, paneling, and wallpaper;
  - m. Pumps and machinery for operating pumps;
  - n. Ventilating equipment;
  - o. Wall mirrors, permanently installed; and

**p. In the Units within the Building, installed:**

- (1) Built-in dishwashers;**
- (2) Built-in microwave ovens;**
- (3) Garbage disposal units;**
- (4) Hot water heaters, including solar water heaters;**
- (5) Kitchen cabinets;**
- (6) Plumbing fixtures;**
- (7) Radiators;**
- (8) Ranges;**
- (9) Refrigerators; and**
- (10) Stoves.**

**5. Materials and supplies to be used for construction, alteration, or repair of the Building or a detached garage while the materials and supplies are stored in a fully enclosed Building at the Described Location or on an adjacent property.**

**6. A Building under construction, alteration, or repair at the Described Location.**

**a. If the structure is not yet walled or roofed as described in the definition for Building (see II.B. 6.a.) then coverage applies:**

- (1) Only while such work is in progress; or**
- (2) If such work is halted, only for a period of up to 90 continuous days thereafter.**

**b. However, coverage does not apply until the Building is walled and roofed if the lowest floor, including the Basement floor, of a non-Elevated Building or the lowest elevated floor of an Elevated Building is:**

- (1) Below the Base Flood elevation in Zones AH, AE, AI-A30, AR, AR/AE, AR/AH, AR/A1-A30, AR/A, AR/A0;**

or

- (2) Below the Base Flood elevation adjusted to include the effect of wave action in Zones VE or V1-V30.

The lowest floor levels are based on the bottom of the lowest horizontal structural member of the floor in Zones VE or V1-V30 and the top of the floor in Zones AH, AE, AI-A30, AR, AR/AE, AR/AH, AR/A1-A30, AR/A, AR/A0.

7. A manufactured home or a travel trailer as described in the Definitions section (see II.B.6.b. and II.B.6.c.).

If the manufactured home or travel trailer is in a special Flood hazard area, it must be anchored in the following manner at the time of the loss:

- a. By over-the-top or frame ties to ground anchors; or
- b. In accordance with the manufacturer's specifications; or
- c. In compliance with the community's floodplain management requirements;

8. Items of property in a Building enclosure below the lowest elevated floor of an elevated Post-FIRM Building located in Zones A1-A30, AE, AH, AR, AR/A, AR/AE, AR/AH, AR/AIA30, V1-V30, or VE, or in a Basement, regardless of the zone. Coverage is limited to the following:

- a. Any of the following items, if installed in their functioning locations and, if necessary for operation, connected to a power source:

- (1) Central air conditioners;
- (2) Cisterns and the water in them;
- (3) Drywall for walls and ceilings in a Basement and the cost of labor to nail it, unfinished and unfloated and not taped, to the framing;
- (4) Electrical junction and circuit breaker boxes;
- (5) Electrical outlets and switches;

- (6) Elevators, dumbwaiters, and related equipment, except for related equipment installed below the Base Flood elevation after September 30, 1987;
- (7) Fuel tanks and the fuel in them;
- (8) Furnaces and hot water heaters;
- (9) Heat pumps;
- (10) Non-flammable insulation in a Basement;
- (11) Pumps and tanks used in solar energy systems;
- (12) Stairways and staircases attached to the Building, not separated from it by elevated walkways;
- (13) Sump pumps;
- (14) Water softeners and the chemicals in them, water filters, and faucets installed as an integral part of the plumbing system;
- (15) Well water tanks and pumps;
- (16) Required utility connections for any item in this list; and
- (17) Footings, foundations, posts, pilings, piers, or other foundation walls and anchorage systems required to support a Building.

b. Clean-up.

**B. COVERAGE B - PERSONAL PROPERTY**

1. If you have purchased personal property coverage, we insure, subject to B.2., 3., and 4. below, against Direct Physical Loss by or From Flood to personal property inside a fully enclosed insured Building:
  - a. Owned solely by you, or in the case of a Condominium, owned solely by the Condominium Association and used exclusively in the conduct of the business affairs of the Condominium Association; or

- b. Owned in common by the Unit owners of the Condominium Association.

We also insure such personal property for 45 days while stored at a temporary location as set forth in III.C.2.b., Property Removed to Safety.

- 2. When this Policy covers personal property, coverage will be either for household personal property or other than household personal property, while within the insured Building, but not both.

- a. If this Policy covers household personal property, it will insure household personal property usual to a living quarters, that:

- (1) Belongs to you, or a member of your household, or at your option:

- (a) Your domestic worker;

- (b) Your guest; or

- (2) You may be legally liable for.

- b. If this Policy covers other than household personal property, it will insure your:

- (1) Furniture and fixtures;

- (2) Machinery and equipment;

- (3) Stock; and

- (4) Other personal property owned by you and used in your business, subject to IV. Property Not Covered

- 3. Coverage for personal property includes the following property, subject to B.1.a and B.1.b above, which is covered under Coverage B only:

- a. Air conditioning units installed in the Building;

- b. Carpet, not permanently installed, over unfinished flooring;

- c. Carpets over finished flooring;
  - d. Clothes washers and dryers;
  - e. "Cook-out" grills;
  - f. Food freezers, other than walk-in, and food in any freezer;
  - g. Outdoor equipment and furniture stored inside the insured Building;
  - h. Ovens and the like; and
  - i. Portable microwave ovens and portable dishwashers.
4. Coverage for items of property in a Building enclosure below the lowest elevated floor of an elevated Post-FIRM Building located in Zones A1-A30, AE, AH, AR, AR/A, AR/AE, AR/AH, AR/A1-A30, V1-V30, or VE, or in a Basement, regardless of the zone, is limited to the following items, if installed in their functioning locations and, if necessary for operation, connected to a power source:
- a. Air conditioning units, portable or window type;
  - b. Clothes washers and dryers; and
  - c. Food freezers, other than walk-in, and food in any freezer.
5. Special Limits. We will pay no more than \$2,500 for any one loss to one or more of the following kinds of personal property:
- a. Artwork, photographs, collectibles, or memorabilia, including but not limited to, porcelain or other figures, and sports cards;
  - b. Rare books or autographed items;
  - c. Jewelry, watches, precious and semiprecious stones, or articles of gold, silver, or platinum;
  - d. Furs or any article containing fur which represents its principal value.
6. We will pay only for the functional value of antiques.



7. If you are a tenant, you may apply up to 10 percent of Coverage B limit to Improvements:

- a. Made a part of the Building you occupy; and
- b. You acquired or made at your expense, even though you cannot legally remove them.

This coverage does not increase the amount of insurance that applies to insured personal property

8. If you are a condominium unit owner, you may apply up to 10 percent of the Coverage B limit to cover loss to interior:

- a. Walls;
- b. Floors; and
- c. Ceilings;

that are not covered under a policy issued to the Condominium Association insuring the Condominium Building.

This coverage does not increase the amount of insurance that applies to insured personal property.

9. If you are a tenant, personal property must be inside the fully enclosed Building.

## C. COVERAGE C - OTHER COVERAGES

### 1. Debris Removal

- a. We will pay the expense to remove non-owned debris on or in insured property and owned debris anywhere.
- b. If you or a member of your household perform the removal work, the value of your work will be based on the Federal minimum wage.
- c. This coverage does not increase the Coverage A or Coverage B limit of liability.

### 2. Loss Avoidance Measures

- a. Sandbags, Supplies, and Labor

**(1) We will pay up to \$1,000 for costs you incur to protect the insured Building from a Flood or imminent danger of Flood, for the following:**

**(a) Your reasonable expenses to buy:**

**(i) Sandbags, including sand to fill them;**

**(ii) Fill for temporary levees;**

**(iii) Pumps; and**

**(iv) Plastic sheeting and lumber used in connection with these items; and**

**(b) The value of work, at the Federal minimum wage, that you perform.**

**(2) This coverage for Sandbags, Supplies, and Labor applies only if damage to insured property by or from Flood is imminent and the threat of Flood damage is apparent enough to lead a person of common prudence to anticipate Flood damage. One of the following must also occur:**

**(a) A general and temporary condition of flooding in the area near the Described Location must occur, even if the Flood does not reach the insured Building; or**

**(b) A legally authorized official must issue an evacuation order or other civil order for the community in which the insured Building is located calling for measures to preserve life and property from the peril of Flood.**

**This coverage does not increase the Coverage A or Coverage B limit of liability.**

**b. Property Removed to Safety**

**(1) We will pay up to \$1,000 for the reasonable expenses you incur to move insured property to a place other than the Described Location that contains the**

property in order to protect it from Flood or the imminent danger of Flood.

Reasonable expenses include the value of work, at the Federal minimum wage, that you perform.

(2) If you move insured property to a location other than the Described Location that contains the property, in order to protect it from Flood or the imminent danger of Flood, we will cover such property while at that location for a period of 45 consecutive days from the date you begin to move it there. The personal property that is moved must be placed in a fully enclosed Building or otherwise reasonably protected from the elements.

Any property removed, including a moveable home described in II.B.6.b. and c., must be placed above ground level or outside of the Special Flood Hazard Area.

This coverage does not increase the Coverage A or Coverage B limit of liability.

### 3. Pollution Damage

We will pay for damage caused by Pollutants to covered property if the discharge, seepage, migration, release, or escape of the Pollutants is caused by or results from Flood. The most we will pay under this coverage is \$10,000. This coverage does not increase the Coverage A or Coverage B limits of liability. Any payment under this provision when combined with all other payments for the same loss cannot exceed the replacement cost or Actual Cash Value, as appropriate, of the covered property. This coverage does not include the testing for, or the monitoring of Pollutants unless required by law or ordinance.

## D. COVERAGE D — INCREASED COST OF COMPLIANCE

### 1. General

This Policy pays you to comply with a State or local floodplain management law or ordinance affecting repair or reconstruction of a structure suffering Flood damage. Compliance activities

eligible for payment are: elevation, floodproofing, relocation, or demolition (or any combination of these activities) of your structure. Eligible floodproofing activities are limited to:

- a. Nonresidential structures.
- b. Residential structures with Basements that satisfy FEMA's standards published in the code of Federal Regulations [44 CFR 60.6 (b) or (c)].

## 2. Limit of Liability

We will pay you up to \$30,000 under this Coverage D — Increased Cost of Compliance, which only applies to Policies with Building Coverage (Coverage A). Our payment of claims under Coverage D is in addition to the amount of coverage which you selected on the Application and which appears on the Declarations Page. But the maximum you can collect under this Policy for both Coverage A — Building Property and Coverage D — Increased Cost of Compliance cannot exceed the maximum permitted under the Act. We do not charge a separate deductible for a claim under Coverage D.

## 3. Eligibility

a. A structure covered under Coverage A -Building Property sustaining a loss caused by a Flood as defined by this Policy must:

(1) Be a "repetitive loss structure." A repetitive loss structure is one that meets the following conditions:

- (a) The structure is covered by a contract of flood insurance issued under the PFIP.
- (b) The structure has suffered Flood damage on two occasions during a 10-year period which ends on the date of the second loss.
- (c) The cost to repair the Flood damage, on average, equalled or exceeded 25 percent of the market value of the structure at the time of each Flood loss.
- (d) In addition to the current claim, the NFIP and, or PFIP

must have paid the previous qualifying claim, and the State or community must have a cumulative, substantial damage provision or repetitive loss provision in its floodplain management law or ordinance being enforced against the structure; or

- (2) Be a structure that has had Flood damage in which the cost to repair equals or exceeds 50 percent of the market value of the structure at the time of the Flood. The State or community must have a substantial damage provision in its floodplain management law or ordinance being enforced against the structure.

b. This Coverage D pays you to comply with State or local floodplain management laws or ordinances that meet the minimum standards of the National Flood Insurance Program found in the Code of Federal Regulations at 44 CFR 60.3. We pay for compliance activities that exceed those standards under these conditions:

- (1) 3.a.(1) above.
- (2) Elevation or floodproofing in any risk zone to preliminary or advisory Base Flood elevations provided by FEMA which the State or local government has adopted and is enforcing for flood-damaged structures in such areas. (This includes compliance activities in B, C, X, or D zones which are being changed to zones with Base Flood elevations. This also includes compliance activities in zones where Base Flood elevations are being increased, and a flood-damaged structure must comply with the higher advisory Base Flood elevation.) Increased Cost of Compliance coverage does not apply to situations in B, C, X, or D zones where the community has derived its own elevations and is enforcing elevation or floodproofing requirements for flood-damaged structures to elevations derived solely by the community.
- (3) Elevation or floodproofing above the Base Flood elevation to meet State or local "freeboard" requirements, i.e., that a structure must be elevated

above the Base Flood elevation.

- c. Under the minimum NFIP criteria at 44 CFR 60.3 (b)(4), States and communities must require the elevation or floodproofing of structures in unnumbered A zones to the Base Flood elevation where elevation data is obtained from a Federal, State, or other source. Such compliance activities are also eligible for Coverage D.
- d. This coverage will also pay for the incremental cost, after demolition or relocation, of elevating or floodproofing a structure during its rebuilding at the same or another site to meet State or local floodplain management laws or ordinances, subject to Exclusion D.5.g. below.
- e. This coverage will also pay to bring a flood-damaged structure into compliance with State or local floodplain management laws or ordinances even if the structure had received a variance before the present loss from the applicable floodplain management requirements.

#### 4. Conditions

- a. When a structure covered under Coverage A -Building Property sustains a loss caused by a Flood, our payment for the loss under this Coverage D will be for the increased cost to elevate, floodproof, relocate, or demolish (or any combination of these activities) caused by the enforcement of current State or local floodplain management ordinances or laws. Our payment for eligible demolition activities will be for the cost to demolish and clear the site of the Building debris or a portion thereof caused by the enforcement of current State or local floodplain management ordinances or laws. Eligible activities for the cost of clearing the site will include those necessary to discontinue utility service to the site and ensure proper abandonment of on-site utilities.
- b. When the Building is repaired or rebuilt, it must be intended for the same occupancy as the present Building unless otherwise required by current floodplain management ordinances or laws.

## 5. Exclusions

Under this Coverage D -Increased Cost of Compliance, we will not pay for:

- a. The cost to comply with any floodplain management law or ordinance in communities participating in the Emergency Program.
- b. The cost associated with enforcement of any ordinance or law that requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of Pollutants.
- c. The loss in value to any insured Building or other structure due to the requirements of any ordinance or law.
- d. The loss in residual value of the undamaged portion of a building demolished as a consequence of enforcement of any State or local floodplain management law or ordinance.
- e. Any Increased Cost of Compliance under this Coverage D:
  - (1) Until the Building is elevated, floodproofed, demolished, or relocated on the same or to another premises; and
  - (2) Unless the Building is elevated, floodproofed, demolished, or relocated as soon as reasonably possible after the loss, not to exceed 2 years.
- f. Any code upgrade requirements, e.g., plumbing or electrical wiring, not specifically related to the State or local floodplain management law or ordinance.
- g. Any compliance activities needed to bring additions or improvements made after the loss occurred into compliance with State or local floodplain management laws or ordinances.
- h. Loss due to any ordinance or law that you were required to comply with before the current loss.
- i. Any rebuilding activity to standards that do not meet the NFIP's minimum requirements. This includes any situation where the insured has received from the State or community a

variance in connection with the current Flood loss to rebuild the property to an elevation below the Base Flood elevation.

- j. Increased Cost of Compliance for a garage or carport.
- k. Any structure insured under an NFIP Group Flood Insurance Policy.
- l. Assessments made by a Condominium Association on individual Condominium Unit owners to pay increased costs of repairing commonly owned Buildings after a Flood in compliance with State or local floodplain management ordinances or laws.

#### 6. Other Provisions

All other conditions and provisions of this Policy apply.

### IV. PROPERTY NOT COVERED

We do not cover any of the following property:

1. Personal property not inside the fully enclosed Building;
2. A Building, and personal property in it, located entirely in, on, or over water or seaward of mean high tide if it was constructed or substantially improved after September 30, 1982;
3. Open structures, including a Building used as a boathouse or any structure or Building into which boats are floated, and personal property located in, on, or over water;
4. Recreational vehicles other than travel trailers described in II.B.6.c., whether affixed to a permanent foundation or on wheels;
5. Self-propelled vehicles or machines, including their parts and equipment. However, we do cover self-propelled vehicles or machines not licensed for use on public roads that are:
  - a. Used mainly to service the Described Location, or



- b. Designed and used to assist handicapped persons, while the vehicles or machines are inside a building at the Described Location;
6. Land, land values, lawns, trees, shrubs, plants, growing crops, or animals;
  7. Accounts, bills, coins, currency, deeds, evidences of debt, medals, money, scrip, stored value cards, postage stamps, securities, bullion, manuscripts, or other valuable papers;
  8. Underground structures and equipment, including wells, septic tanks, and septic systems;
  9. Those portions of walks, walkways, decks, driveways, patios, and other surfaces, all whether protected by a roof or not, located outside the perimeter, exterior walls of the insured Building;
  10. Containers, including related equipment, such as, but not limited to, tanks containing gases or liquids;
  11. Buildings or Units and all their contents if more than 49 percent of the Actual Cash Value of the Building or Unit is below ground, unless the lowest level is at or above the Base Flood elevation and is below ground by reason of earth having been used as insulation material in conjunction with energy efficient building techniques;
  12. Fences, retaining walls, seawalls, bulkheads, wharves, piers, bridges, and docks;
  13. Aircraft or watercraft, or their furnishings and equipment;
  14. Hot tubs and spas that are not bathroom fixtures, and swimming pools, and their equipment such as, but not limited to, heaters, filters, pumps, and pipes, wherever located;
  15. Property not eligible for flood insurance pursuant to the provisions of the Coastal Barrier Resources Act and the Coastal Barrier Improvement Act and amendments to these acts;

16. Personal property owned by or in the care, custody, or control of a Unit owner, except for the property of the type and under circumstances set forth under Coverage B — Personal Property;

17. A residential Condominium Building located in a Regular Program community.

## V. EXCLUSIONS

A. We only provide coverage for Direct Physical Loss by or From Flood, which means that we do not pay you for:

1. Loss of revenue or profits;
2. Loss of access to the insured property or Described Location;
3. Loss of use of the insured property or Described Location;
4. Loss from interruption of business or production;
5. Any additional living expenses incurred while the insured Building is being repaired or is unable to be occupied for any reason;
6. The cost of complying with any ordinance or law requiring or regulating the construction, demolition, remodelling, renovation, or repair of property, including removal of any resulting debris. This exclusion does not apply to any eligible activities that we describe in Coverage D - Increased Cost of Compliance; or
7. Any other economic loss.

B. We do not insure a loss directly or indirectly caused by a Flood that is already in progress at the time and date:

1. The Policy term begins; or
2. Coverage is added at your request.

C. We do not insure for loss to property caused directly by earth movement even if the earth movement is caused by Flood. Some examples of earth movement that we do not cover are:

1. Earthquake;
2. Landslide;

3. Land subsidence;
4. Sinkholes;
5. Destabilization or movement of land that results from accumulation of water in subsurface land areas; or
6. Gradual erosion.

We do, however, pay for losses from Mudflow and land subsidence as a result of erosion that are specifically covered under our definition of Flood (see II.A.1.c. and II.A.2.).

D. We do not insure for direct physical loss caused directly or indirectly by any of the following:

1. The pressure or weight of ice;
2. Freezing or thawing;
3. Rain, snow, sleet, hail, or water spray;
4. Water, moisture, mildew, or mold damage that results primarily from any condition:
  - a. Substantially confined to the insured Building; or
  - b. That is within your control, including but not limited to:
    - (1) Design, structural, or mechanical defects;
    - (2) Failure, stoppage, or breakage of water or sewer lines, drains, pumps, fixtures, or equipment; or
    - (3) Failure to inspect and maintain the property after a Flood recedes;
5. Water or waterborne material that:
  - a. Backs up through sewers or drains;
  - b. Discharges or overflows from a sump, sump pump, or related equipment; or
  - c. Seeps or leaks on or through the insured property;unless there is a Flood in the area and the Flood is the proximate

cause of the sewer or drain backup, sump pump discharge or overflow, or seepage of water;

6. The pressure or weight of water unless there is a Flood in the area and the Flood is the proximate cause of the damage from the pressure or weight of water;
7. Power, heating, or cooling failure unless the failure results from Direct Physical Loss by or From Flood to power, heating, or cooling equipment situated on the Described Location;
8. Theft, fire, explosion, wind, or windstorm;
9. Anything you or your Agent do or conspire to do to cause loss by Flood deliberately; or
10. Alteration of the insured property that significantly increases the risk of flooding.

E. We do not insure for loss to any Building or personal property located on land leased from the Federal Government, arising from or incident to the flooding of the land by the Federal Government, where the lease expressly holds the Federal Government harmless under flood insurance issued under any Federal Government program.

## VI. DEDUCTIBLES

A. When a loss is covered under this Policy, we will pay only that part of the loss that exceeds the applicable deductible amount, subject to the limit of liability that applies. The deductible amount is shown on the Declarations Page.

However, when a Building under construction, alteration, or repair does not have at least two rigid exterior walls and a fully secured roof at the time of loss, your deductible amount will be two times the deductible that would otherwise apply to a completed Building.

B. In each loss from Flood, separate deductibles apply to the Building and personal property insured by this Policy.

C. No deductible applies to:

1. III.C.2. Loss Avoidance Measures; or

## **2. III.D. Increased Cost of Compliance.**

### **VII. GENERAL CONDITIONS**

#### **A. Pairs and Sets**

**In case of loss to an article that is part of a pair or set, we will have the option of paying you:**

- 1. An amount equal to the cost of replacing the lost, damaged, or destroyed article, minus its depreciation; or**
- 2. The amount that represents the fair proportion of the total value of the pair or set that the lost, damaged, or destroyed article bears to the pair or set.**

#### **B. Concealment or Fraud and Policy Voidance**

- 1. With respect to all insureds under this Policy, this Policy:**

- a. Is void;**
- b. Has no legal force or effect;**
- c. Cannot be renewed; and**
- d. Cannot be replaced by a new PFIP Policy;**

**if, before or after a loss, you or any other insured or your agent have at any time:**

- (1) Intentionally concealed or misrepresented any material fact or circumstance;**
- (2) Engaged in fraudulent conduct; or**
- (3) Made false statements;**

**relating to this Policy or any other PFIP insurance.**

- 2. This Policy will be void as of the date the wrongful acts described in B.1. above were committed.**
- 3. Fines, civil penalties, and imprisonment under applicable Federal laws may also apply to the acts of fraud or concealment described above.**

4. This Policy is also void for reasons other than fraud, misrepresentation, or wrongful act. This Policy is void from its inception and has no legal force under the following conditions:

- a. If the property is located in a community that was not participating in the NFIP on the Policy's inception date and did not join or re-enter the program during the Policy term and before the loss occurred; or
- b. If the property listed on the Application is otherwise not eligible for coverage under the NFIP.

#### C. Other Insurance

1. If a loss covered by this Policy is also covered by other insurance that includes Flood coverage not issued under the Act, we will not pay more than the amount of insurance that you are entitled to for lost, damaged, or destroyed property insured under this Policy subject to the following:

a. We will pay only the proportion of the loss that the amount of insurance that applies under this Policy bears to the total amount of insurance covering the loss, unless C.1.b. or c. immediately below applies.

b. If the other policy has a provision stating that it is excess insurance, this Policy will be primary.

c. This Policy will be primary (but subject to its own deductible) up to the deductible in the other Flood policy (except another policy as described in C.1.b. above). When the other deductible amount is reached, this Policy will participate in the same proportion that the amount of insurance under this Policy bears to the total amount of both policies, for the remainder of the loss.

2. If this Policy covers a Condominium Association and there is a flood insurance Policy in the name of a Unit owner that covers the same loss as this Policy, then this Policy will be primary.

#### D. Amendments, Waivers, Assignment

This Policy cannot be changed nor can any of its provisions be

waived without the express written consent of the Underwriters. No action that we take under the terms of this Policy can constitute a waiver of any of our rights. You may assign this Policy in writing when you transfer title of your property to someone else, except under these conditions:

1. When this Policy covers only personal property; or
2. When this Policy covers a structure during the course of construction.

#### **E. Cancellation of Policy by You**

1. You may cancel this Policy in accordance with the applicable rules and regulations of the NFIP.
2. If you cancel this Policy, you may be entitled to a full or partial refund of premium also under the applicable rules and regulations of the NFIP.

#### **F. Nonrenewal of the Policy by Us**

Your Policy will not be renewed:

1. If the community where your covered property is located stops participating in the NFIP; or
2. If your Building has been declared ineligible under Section 1316 of the Act.

#### **G. Reduction and Reformation of Coverage**

1. If the premium we received from you was not enough to buy the kind and amount of coverage you requested, we will provide only the amount of coverage that can be purchased for the premium payment we received.
2. The Policy can be reformed to increase the amount of coverage resulting from the reduction described in G.1. above to the amount you requested as follows:
  - a. Discovery of insufficient premium or incomplete rating information before a loss.
    - (1) If we discover before you have a Flood loss that your

premium payment was not enough to buy the requested amount of coverage, we will send you and any mortgagee or trustee known to us a bill for the required additional premium for the current Policy term (or that portion of the current Policy term following any endorsement changing the amount of coverage). If you or the mortgagee or trustee pay the additional premium within 30 days from the date of our bill, we will reform the Policy to increase the amount of coverage to the originally requested amount effective to the beginning of the current Policy term (or subsequent date of any endorsement changing the amount of coverage).

- (2) If we determine before you have a Flood loss that the rating information we have is incomplete and prevents us from calculating the additional premium, we will ask you to send the required information. You must submit the information within 60 days of our request. Once we determine the amount of additional premium for the current Policy term, we will follow the procedure in G.2.a.(1) above.
- (3) If we do not receive the additional premium (or additional information) by the date it is due, the amount of coverage can only be increased by endorsement subject to any appropriate waiting period.

**b. Discovery of insufficient premium or incomplete rating information after a loss.**

- (1) If we discover after you have a Flood loss that your premium payment was not enough to buy the requested amount of coverage, we will send you and any mortgagee or trustee known to us a bill for the required additional premium for the current and the prior Policy terms. If you or the mortgagee or trustee pay the additional premium within 30 days from the date of our bill, we will reform the Policy to increase the amount of coverage to the originally requested amount effective to the beginning of the prior Policy term.
- (2) If we discover after you have a Flood loss that the rating information we have is incomplete and prevents us from



calculating the additional premium, we will ask you to send the required information. You must submit the information before your claim can be paid. Once we determine the amount of additional premium for the current and prior Policy terms, we will follow the procedure in G.2.b.(1) above.

(3) If we do not receive the additional premium by the date it is due, your flood insurance claim will be settled based on the reduced amount of coverage. The amount of coverage can only be increased by endorsement subject to any appropriate waiting period.

3. However, if we find that you or your agent intentionally did not tell us, or falsified, any important fact or circumstance or did anything fraudulent relating to this insurance, the provisions of Condition B. Concealment or Fraud and Policy Voidance apply.

#### H. Policy Renewal

1. This Policy will expire at 12:01 a.m. on the last day of the Policy term.

2. We must receive the payment of the appropriate renewal premium within 30 days of the expiration date.

3. If we find, however, that we did not place your renewal notice into the U.S. Postal Service, or if we did mail it, we made a mistake, e.g., we used an incorrect, incomplete, or illegible address, which delayed its delivery to you before the due date for the renewal premium, then we will follow these procedures:

a. If you or your agent notified us, not later than 1 year after the date on which the payment of the renewal premium was due, of non receipt of a renewal notice before the due date for the renewal premium, and we determine that the circumstances in the preceding paragraph apply, we will mail a second bill providing a revised due date, which will be 30 days after the date on which the bill is mailed.

b. If we do not receive the premium requested in the second bill by the revised due date, then we will not renew the Policy. In that case, the Policy will remain an expired Policy as of the

expiration date shown on the Declarations Page.

4. In connection with the renewal of this Policy, we may ask you during the Policy term to recertify, on a Recertification Questionnaire we will provide to you, the rating information used to rate your most recent Application for or renewal of insurance.

#### **I. Conditions Suspending or Restricting Insurance**

We are not liable for loss that occurs while there is a hazard that is increased by any means within your control or knowledge.

#### **J. Requirements in Case of Loss**

In case of a Flood loss to insured property, you must:

1. Give prompt written notice to us;
2. As soon as reasonably possible, separate the damaged and undamaged property, putting it in the best possible order so that we may examine it;
3. Prepare an inventory of damaged property showing the quantity, description, Actual Cash Value, and amount of loss. Attach all bills, receipts, and related documents;
4. Within 60 days after the loss, send us a proof of loss, which is your statement of the amount you are claiming under the Policy signed and sworn to by you, and which furnishes us with the following information:
  - a. The date and time of loss;
  - b. A brief explanation of how the loss happened;
  - c. Your interest (for example, "owner") and the interest, if any, of others in the damaged property;
  - d. Details of any other insurance that may cover the loss;
  - e. Changes in title or occupancy of the insured property during the term of the Policy;
  - f. Specifications of damaged Buildings and detailed repair estimates;

- g. Names of mortgagees or anyone else having a lien, charge, or claim against the insured property;
  - h. Details about who occupied any insured Building at the time of loss and for what purpose; and
  - i. The inventory of damaged personal property described in J.3. above.
5. In completing the proof of loss, you must use your own judgment concerning the amount of loss and justify that amount.
  6. You must cooperate with the adjuster or representative in the investigation of the claim.
  7. The insurance adjuster whom we hire to investigate your claim may furnish you with a proof of loss form, and she or he may help you complete it. However, this is a matter of courtesy only, and you must still send us a proof of loss within 60 days after the loss even if the adjuster does not furnish the form or help you complete it.
  8. We have not authorized the adjuster to approve or disapprove claims or to tell you whether we will approve your claim.
  9. At our option, we may accept the adjuster's report of the loss instead of your proof of loss. The adjuster's report will include information about your loss and the damages you sustained. You must sign the adjuster's report. At our option, we may require you to swear to the report.

#### **K. Our Options After a Loss**

Options we may, in our sole discretion, exercise after loss include the following:

1. At such reasonable times and places that we may designate, you must:
  - a. Show us or our representative the damaged property;
  - b. Submit to examination under oath, while not in the presence of another insured, and sign the same; and
  - c. Permit us to examine and make extracts and copies of:

- (1) Any policies of property insurance insuring you against loss and the deed establishing your ownership of the insured real property;
  - (2) Condominium Association documents including the Declarations of the Condominium, its Articles of Association or Incorporation, Bylaws, rules and regulations; and
  - (3) All books of accounts, bills, invoices and other vouchers, or certified copies pertaining to the damaged property if the originals are lost.
2. We may request, in writing, that you furnish us with a complete inventory of the lost, damaged, or destroyed property, including:
    - a. Quantities and costs;
    - b. Actual Cash Values;
    - c. Amounts of loss claimed;
    - d. Any written plans and specifications for repair of the damaged property that you can reasonably make available to us; and
    - e. Evidence that prior Flood damage has been repaired.
  3. If we give you written notice within 30 days after we receive your signed, sworn proof of loss, we may:
    - a. Repair, rebuild, or replace any part of the lost, damaged, or destroyed property with material or property of like kind and quality or its functional equivalent; and
    - b. Take all or any part of the damaged property at the value we agree upon or its appraised value.

#### **L. No Benefit to Bailee**

No person or organization, other than you, having custody of covered property will benefit from this insurance.

#### **M. Loss Payment**

1. We will adjust all losses with you. We will pay you unless some

other person or entity is named in the Policy or is legally entitled to receive payment. Loss will be payable 60 days after we receive your proof of loss (or within 90 days after the insurance adjuster files an adjuster's report signed and sworn to by you in lieu of a proof of loss) and:

- a. We reach an agreement with you;
- b. There is an entry of a final judgment; or
- c. There is a filing of an appraisal award with us, as provided in VII.P.

2. If we reject your proof of loss in whole or in part you may:

- a. Accept our denial of your claim;
- b. Exercise your rights under this Policy; or
- c. File an amended proof of loss, as long as it is filed within 60 days of the date of the loss.

#### N. Abandonment

You may not abandon to us damaged or undamaged property insured under this Policy.

#### O. Salvage

We may permit you to keep damaged insured property after a loss, and we will reduce the amount of the loss proceeds payable to you under the Policy by the value of the salvage.

#### P. Appraisal

If you and we fail to agree on the Actual Cash Value of the damaged property so as to determine the amount of loss, either may demand an appraisal of the loss. In this event, you and we will each choose a competent and impartial appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the State where the insured property is located. The appraisers will separately state the Actual Cash Value and the amount of loss to each item. If the appraisers submit a written

report of an agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of Actual Cash Value and loss.

Each party will:

1. Pay its own appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

#### **Q. Mortgage Clause**

The word "mortgagee" includes trustee.

Any loss payable under Coverage A - Building Property will be paid to any mortgagee of whom we have actual notice as well as any other mortgagee or loss payee determined to exist at the time of loss, and you, as interests appear. If more than one mortgagee is named, the order of payment will be the same as the order of precedence of the mortgages.

If we deny your claim, that denial will not apply to a valid claim of the mortgagee, if the mortgagee:

1. Notifies us of any change in the ownership or occupancy, or substantial change in risk of which the mortgagee is aware;
2. Pays any premium due under this Policy on demand if you have neglected to pay the premium; and
3. Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so.

All of the terms of this Policy apply to the mortgagee.

The mortgagee has the right to receive loss payment even if the mortgagee has started foreclosure or similar action on the Building.

If we decide to cancel or not renew this Policy, it will continue in effect for the benefit of the mortgagee only for 30 days after we notify the mortgagee of the cancellation or nonrenewal.

If we pay the mortgagee for any loss and deny payment to you, we are subrogated to all the rights of the mortgagee granted under the

mortgage on the property. Subrogation will not impair the right of the mortgagee to recover the full amount of the mortgagee's claim.

#### **R. Suit Against Us**

You may not sue us to recover money under this Policy unless you have complied with all the requirements of the Policy. If you do sue, you must start the suit within 1 year of the date of the written denial of all or part of the claim, and you must file the suit in the United States District Court of the district in which the insured property was located at the time of loss. This requirement applies to any claim that you may have under this Policy and to any dispute that you may have arising out of the handling of any claim under the Policy.

#### **S. Subrogation**

Whenever we make a payment for a loss under this Policy, we are subrogated to your right to recover for that loss from any other person. That means that your right to recover for a loss that was partly or totally caused by someone else is automatically transferred to us, to the extent that we have paid you for the loss. We may require you to acknowledge this transfer in writing. After the loss, you may not give up our right to recover this money or do anything that would prevent us from recovering it. If you make any claim against any person who caused your loss and recover any money, you must pay us back first before you may keep any of that money.

#### **T. Continuous Lake Flooding**

1. If your insured Building has been flooded by rising lake waters continuously for 90 days or more and it appears reasonably certain that a continuation of this flooding will result in a covered loss to the insured Building equal to or greater than the Building Policy limits plus the deductible or the maximum payable under the Policy for any one Building loss, we will pay you the lesser of these two amounts without waiting for the further damage to occur if you sign a release agreeing:

- a. To make no further claim under this Policy;
- b. Not to seek renewal of this Policy;

c. Not to apply for any flood insurance under the Act for property at the Described Location; and

d. Not to seek a premium refund for current or prior terms.

If the Policy term ends before the insured Building has been flooded continuously for 90 days, the provisions of this paragraph T.1. will apply when the insured Building suffers a covered loss before the Policy term ends.

2. If your insured Building is subject to continuous lake flooding from a closed basin lake, you may elect to file a claim under either paragraph T.1. above or paragraph T.2. (A "closed basin lake" is a natural lake from which water leaves primarily through evaporation and whose surface area now exceeds or has exceeded 1 square mile at any time in the recorded past. Most of the nation's closed basin lakes are in the western half of the United States, where annual evaporation exceeds annual precipitation and where lake levels and surface areas are subject to considerable fluctuation due to wide variations in the climate. These lakes may overtop their basins on rare occasions.) Under this paragraph T.2. we will pay your claim as if the Building is a total loss even though it has not been continuously inundated for 90 days, subject to the following conditions:

a. Lake Flood waters must damage or imminently threaten to damage your Building.

b. Before approval of your claim, you must:

(1) Agree to a claim payment that reflects your buying back the salvage on a negotiated basis; and

(2) Grant the conservation easement described in FEMA's "Policy Guidance for Closed Basin Lakes," to be recorded in the office of the local recorder of deeds. FEMA, in consultation with the community in which the property is located, will identify on a map an area or areas of special consideration (ASC) in which there is a potential for Flood damage from continuous lake flooding. FEMA will give the community the agreed-upon map showing the ASC. This easement will only apply to that portion of the property in



the ASC. It will allow certain agricultural and recreational uses of the land. The only structures that it will allow on any portion of the property within the ASC are certain simple agricultural and recreational structures. If any of these allowable structures are insurable Buildings under the NFIP and are insured under the PFIP, they will not be eligible for the benefits of this paragraph T.2. If a U.S. Army Corps of Engineers certified Flood control project or otherwise certified Flood control project later protects the property, FEMA will, upon request, amend the ASC to remove areas protected by those projects. The restrictions of the easement will then no longer apply to any portion of the property removed from the ASC; and

- (3) Comply with paragraphs T.1.a. through T.1.d. above.
- c. Within 90 days of approval of your claim, you must move your Building to a new location outside the ASC. Underwriters will give you an additional 30 days to move if you show that there is sufficient reason to extend the time.
- d. Before the final payment of your claim, you must acquire an elevation certificate and a floodplain development permit from the local floodplain administrator for the new location of your Building.
- e. Before the approval of your claim, the community having jurisdiction over your Building must:
  - (1) Adopt a permanent land use ordinance, or a temporary moratorium for a period not to exceed 6 months to be followed immediately by a permanent land use ordinance, that is consistent with the provisions specified in the easement required in paragraph T.2.b. above;
  - (2) Agree to declare and report any violations of this ordinance to FEMA and Underwriters so that under Section 1316 of the National Flood Insurance Act of 1968, as amended, flood insurance to the Building can be denied; and
  - (3) Agree to maintain as deed-restricted, for purposes compatible with open space or agricultural or recreational

use only, any affected property the community acquires an interest in. These deed restrictions must be consistent with the provisions of paragraph T.2.b. above, except that, even if a certified project protects the property, the land use restrictions continue to apply if the property was acquired under the Hazard Mitigation Grant Program or the Flood Mitigation Assistance Program. If a nonprofit land trust organization receives the property as a donation, that organization must maintain the property as deed-restricted, consistent with the provisions of paragraph T.2.b. above.

- f. Before the approval of your claim, the affected State must take all action set forth in FEMA's "Policy Guidance for Closed Basin Lakes."
- g. You must have NFIP and/or PFIP flood insurance coverage continuously in effect from a date established by FEMA until you file a claim under paragraph T.2. If a subsequent owner buys NFIP and/or PFIP insurance that goes into effect within 60 days of the date of transfer of title, any gap in coverage during that 60-day period will not be a violation of this continuous coverage requirement. For the purpose of honoring a claim under this paragraph T.2., we will not consider to be in effect any increased coverage that became effective after the date established by FEMA. The exception to this is any increased coverage in the amount suggested by your insurer as an inflation adjustment.
- h. This paragraph T.2. will be in effect for a community when the FEMA Regional Director for the affected region provides to the community, in writing, the following:
  - (1) Confirmation that the community and the State are in compliance with the conditions in paragraphs T.2.e. and T.2.f. above; and
  - (2) The date by which you must have flood insurance in effect.

#### **U. Duplicate Policies Not Allowed**

- 1. We will not insure your property under more than one PFIP Policy.

If we find that the duplication was not knowingly created, we will give you written notice. The notice will advise you that you may choose one of several options under the following procedures:

- a. If you choose to keep in effect the Policy with the earlier effective date, you may also choose to add the coverage limits of the later Policy to the limits of the earlier Policy. The change will become effective as of the effective date of the later Policy.
- b. If you choose to keep in effect the Policy with the later effective date, you may also choose to add the coverage limits of the earlier Policy to the limits of the later Policy. The change will be effective as of the effective date of the later Policy.

In either case, you must pay the pro rata premium for the increased coverage limits within 30 days of the written notice. In no event will the resulting coverage limits exceed the permissible limits of coverage under the Act or your insurable interest, whichever is less.

We will make a refund to you, according to applicable NFIP rules, of the premium for the Policy not being kept in effect.

2. The Insured's option under Condition U. Duplicate Policies Not Allowed to elect which PFIP Policy to keep in effect does not apply when duplicates have been knowingly created. Losses occurring under such circumstances will be adjusted according to the terms and conditions of the earlier Policy. The Policy with the later effective date will be canceled.

#### V. Loss Settlement

We will pay the least of the following amounts after application of the deductible:

1. The applicable amount of insurance under this Policy;
2. The Actual Cash Value; or
3. The amount it would cost to repair or replace the property with material of the like kind and quality within a reasonable time after the loss.

## **APPLICABLE LAW (U.S.A.)**

**This Insurance shall be subject to the applicable state law to be determined by the court of competent jurisdiction as determined by the provisions of the Service of Suit Clause (U.S.A.)**

**14/09/2005**

**LMA5021**

**Form approved by Lloyd's Market Association**

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# **WAR AND CIVIL WAR EXCLUSION CLAUSE**

(Approved by Lloyd's Underwriters' Non-Marine Association)

Notwithstanding anything to the contrary contained herein this Policy does not cover Loss or Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

1/1/38

NMA464

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**RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE -  
PHYSICAL DAMAGE - DIRECT**

This policy does not cover any loss or damage arising directly or indirectly from nuclear reaction nuclear radiation or radioactive contamination however such nuclear reaction nuclear radiation or radioactive contamination may have been caused \* NEVERTHELESS if Fire is an insured peril and a Fire arises directly or indirectly from nuclear reaction nuclear radiation or radioactive contamination any loss or damage arising directly from that Fire shall (subject to the provisions of this policy) be covered EXCLUDING however all loss or damage caused by nuclear reaction nuclear radiation or radioactive contamination arising directly or indirectly from that Fire.

\* NOTE. - If Fire is not an insured peril under this policy the words "NEVERTHELESS" to the end of the clause do not apply and should be disregarded.

NMA1191

07/05/1959

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## **U.S.A. & CANADA**

### **LAND, WATER AND AIR EXCLUSION**

Notwithstanding any provision to the contrary within the Policy of which this Endorsement forms part (or within any other ENDORSEMENT which forms part of this Policy), this Policy does not insure land (including but not limited to land on which the insured property is located), water or air, howsoever and wherever occurring, or any interest or right therein.

### **SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION EXCLUSION**

Except for limited coverage for "Pollution Damage", provided under Section III.C.3 of the Commercial Flood Insurance Policy, General Property Form (CFLD-1), Seepage, Pollution, and Contamination are each excluded as follows:

This Policy does not insure:

- a) any loss, damage, cost or expense; or
- b) any increase in insured loss, damage, cost or expense; or
- c) any loss, damage, cost, expense, fine or penalty, which is incurred, sustained or imposed by order, direction, instruction or request of, or by any agreement with, any court, government agency or any public, civil or military authority, or threat thereof (and whether or not as a result of public or private litigation);

which arises from any kind of seepage or any kind of pollution and/or contamination, or threat thereof, whether or not caused by or resulting from a peril insured, or from steps or measures taken in connection with the avoidance, prevention, abatement, mitigation, remediation, clean-up or removal of such seepage or pollution and/or contamination or threat thereof.

The term "any kind of seepage or any kind of pollution and/or contamination" as used in this Endorsement includes (but is not limited to):

- a) seepage of, or pollution and/or contamination by, anything, including but not limited to, any material designated as a "hazardous substance" by the United States Environmental Protection Agency or as a "hazardous material" by the United States Department of Transportation, or defined as a "toxic substance" by the Canadian Environmental Protection Act for the purposes of Part II of that Act, or any substance designated or defined as toxic, dangerous, hazardous or deleterious to persons or the environment under any other Federal, State, Provincial, Municipal or other law, ordinance or regulation; and
- b) the presence, existence, or release of anything which endangers or threatens to endanger the health, safety, or welfare of persons or the environment.

## **ELECTRONIC DATE RECOGNITION EXCLUSION (EDRE)**

This Policy does not cover any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

- (a) the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not; or
- (b) any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not.

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

17/12/97  
NMA2802

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### PROPERTY CYBER AND DATA ENDORSEMENT (FLOOD)

- 1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
  - 1.1 Cyber Loss, unless subject to the provisions of paragraph 2;
  - 1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data, unless subject to the provisions of paragraph 3;regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- 2 Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, this Policy covers physical loss or physical damage to property insured under this Policy caused by Flood (as defined within this Policy or any endorsement thereto this Policy) which directly results from a Cyber Incident or Cyber Act.
- 3 Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, should Data Processing Media owned or operated by the Insured suffer physical loss or physical damage insured by this Policy, then this Policy will cover the cost to repair or replace the Data Processing Media itself plus the costs of copying the Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the Data. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank Data Processing Media. However, this Policy excludes any amount pertaining to the value of such Data, to the Insured or any other party, even if such Data cannot be recreated, gathered or assembled.
- 4 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 5 This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss, Data or Data Processing Media, replace that wording.

#### Definitions

- 6 Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
- 7 Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
- 8 Cyber Incident means:
  - 8.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
  - 8.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
- 9 Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the

aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

- 10 Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.
- 11 Data Processing Media means any property insured by this Policy on which Data can be stored but not the Data itself.

LMA5400 (Amended)  
11 November 2019

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## **Biological or Chemical Materials Exclusion**

It is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

NMA2962

06/02/03

Form approved by Lloyd's Market Association [Non-Marine]

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### MICROORGANISM EXCLUSION (Absolute)

This Policy does not insure any loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to:

mold, mildew, fungus, spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health,

This Exclusion applies regardless whether there is (i) any physical loss or damage to insured property; (ii) any insured peril or cause, whether or not contributing concurrently or in any sequence; (iii) any loss of use, occupancy, or functionality; or (iv) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

This Exclusion replaces and supersedes any provision in the Policy that provides insurance, in whole or in part, for these matters.

LMA5018

14/09/2005

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**Complaints Procedure**

**HOW TO MAKE A COMPLAINT**

Should you wish to make a complaint against Burns & Wilcox, you may do so either in writing or verbally to the Compliance Officer at:

Brad Turner  
Burns & Wilcox Ltd  
800 Arendell Street, STE 200  
Morehead City NC 28557  
JBTurner@Burns-Wilcox.com

Phone: (252) 726-8992

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## **CLAIM REPORTING INFORMATION**

Your insurance policy has been placed with Certain Underwriters at Lloyd's, London.

Our commitment to you is to provide fast, fair claim service. Promptly reporting an event that could lead to a claim, as required by your policy, helps us fulfill this commitment to you. Please refer to your policy for this and all other terms and conditions.

### **HOW TO REPORT A CLAIM**

Minuteman Adjusters  
220 Kaufman Financial Center  
30833 Northwestern Highway  
Farmington Hills, MI 48334

Email: [minuteman@claimemail.com](mailto:minuteman@claimemail.com)

Ph: 800.521.1918 ext. 2

Fax: 248.932.9051

In order to expedite this process, please be prepared to furnish as much of the following information as possible:

- Your policy number
- Date, time and location of the loss / accident
- Details of the loss / accident
- Name, address and phone number of any involved parties
- If applicable, name of law enforcement agency or fire department along with the incident number.

Please also refer to your policy for specific claim reporting requirements.

Thank you for your business and as always, we appreciate the opportunity to serve you.

## CLAIM GUIDELINES IN CASE OF A FLOOD

For the protection of you and your family, the following claim guidelines are provided. If you are ever in doubt as to what action is needed, please call our Claims Department immediately at 1-800-498-1600 or email: [minuteman@claimemail.com](mailto:minuteman@claimemail.com)

- Notify Minuteman by phone or in writing as soon as possible after the flood.  
See "Claim Reporting Information"-Form BW001772 for detailed information on how to report a claim
- Contact Minuteman if you have not been contacted within 48 hours after you reported the claim to us.
- As soon as possible, separate damaged property from undamaged property so that damage can be inspected and evaluated.
- Discuss with the claims adjuster any need you may have for an advance or partial payment for your loss.
- To help the claims adjuster, try to take photographs of the outside of the premises showing the flooding and the damage and photographs of the inside of the premises showing the height of the water and the damaged property.
- Place all account books, financial records, receipts, and other loss verification material in a safe place for examination and evaluation by the claims adjuster.
- Work cooperatively and promptly with the claims adjuster to determine and document all claim items. Be prepared to advise the claims adjuster of the cause and responsible party(ies), if the flood resulted from other than natural cause.
- Make sure that the claims adjuster fully explains, and that you fully understand, all allowances and procedures for processing claim payments on the basis of your proof of loss.
- Any and all coverage problems and claim allowance restrictions must be communicated directly from the Company. Claims adjusters are not authorized to approve or deny claims; their job is to report to the Company the underlying facts of the claim only.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
STANDARD PROPERTY POLICY

- A. We will not pay for loss ("loss") or damage caused directly or indirectly by the following: Such loss ("loss") or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss ("loss") or damage.
1. The failure, malfunction or inadequacy of:
    - a. Any of the following, whether belonging to any insured or to others:
      - (1) Computer hardware, including microprocessors;
      - (2) Computer application software;
      - (3) Computer operating systems and related software;
      - (4) Computer networks;
      - (5) Microprocessors (computer chips) not part of any computer system; or
      - (6) Any other computerized or electronic equipment or components; or
    - b. Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph A. 1. a. of this endorsement; due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times. An example is the inability of computer software to recognize the year 2000.
  2. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph A.1. of this endorsement.
- B. If an excluded Cause of Loss as described in Paragraph A. of this endorsement results:
1. In a Covered Cause of Loss under the Crime and Fidelity Coverage Part, the Commercial Inland Marine Coverage Part or the Standard Property Policy; or
  2. Under the Commercial Property Coverage Part:
    - a. In a "Specified Cause of Loss", or in elevator collision resulting from mechanical breakdown, under the Causes of Loss - Special Form; or
    - b. In a Covered Cause of Loss under the Causes of Loss - Basic Form or the Causes of Loss - Broad Form; we will pay only for the loss ("loss") or damage caused by such "Specified Cause of Loss", elevator collision, or Covered Cause of Loss.
- C. We will not pay for repair, replacement or modification of any items in Paragraphs A.1.a. and A.1.b. of this endorsement to correct any deficiencies or change any features.



### SERVICE OF SUIT CLAUSE (U.S.A.)

This Service of Suit Clause will not be read to conflict with or override the obligations of the parties to arbitrate their disputes as provided for in any Arbitration provision within this Policy. This Clause is intended as an aid to compelling arbitration or enforcing such arbitration or arbitral award, not as an alternative to such Arbitration provision for resolving disputes arising out of this contract of insurance (or reinsurance).

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Insured (or Reinsured), will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States.

It is further agreed that service of process in such suit may be made upon:

Lloyd's America Inc  
Attention: Legal Department  
290 Park Avenue, East Tower, 26th Floor  
N.  
New York, NY 10017

and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Insured (or Reinsured) to give a written undertaking to the Insured (or Reinsured) that they will enter a general appearance upon Underwriters behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured (or Reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

LMA5020  
14/09/2005

Form approved by Lloyd's Market Association

## **TERRORISM EXCLUSION ENDORSEMENT**

Without prejudice to any other terms and conditions specified in this insurance, this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly cause by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence of the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

NMA2920(Amended)  
11/2005

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**LLOYD'S**

One Lime Street London EC3M 7HA

**Reconstruction of Clarks Ferry Tavern Project  
Duncannon Borough, Perry County**

**Wetlands (CEST and EA)**

General requirements	Legislation	Regulation
Executive Order 11990 discourages that direct or indirect support of new construction impacting wetlands wherever there is a practicable alternative. The Fish and Wildlife Service's National Wetlands Inventory can be used as a primary screening tool, but observed or known wetlands not indicated on NWI maps must also be processed. Off-site impacts that result in draining, impounding, or destroying wetlands must also be processed.	Executive Order 11990	24 CFR 55.20 can be used for general guidance regarding the 8 Step Process.
References		
<a href="https://www.hudexchange.info/environmental-review/wetlands-protection">https://www.hudexchange.info/environmental-review/wetlands-protection</a>		

**1. Does this project involve new construction as defined in Executive Order 11990, expansion of a building's footprint, or ground disturbance?**

The term "new construction" shall include draining, dredging, channelizing, filling, diking, impounding, and related activities and any structures or facilities begun or authorized after the effective date of the Order.

No → *Based on the response, the review is in compliance with this section. Continue to the Worksheet Summary below.*

Yes → *Continue to Question 2.*

**2. Will the new construction or other ground disturbance impact an on- or off-site wetland?**

The term "wetlands" means those areas that are inundated by surface or ground water with a frequency sufficient to support, and under normal circumstances does or would support, a prevalence of vegetative or aquatic life that requires saturated or seasonally saturated soil conditions for growth and reproduction. Wetlands generally include swamps, marshes, bogs, and similar areas such as sloughs, potholes, wet meadows, river overflows, mud flats, and natural ponds. Wetlands under E.O. 11990 include isolated and non-jurisdictional wetlands.

No, a wetland will not be impacted in terms of E.O. 11990's definition of new construction.

→ *Based on the response, the review is in compliance with this section. Continue to the Worksheet Summary below. Provide a map or any other relevant documentation to explain your determination.*

Yes, there is a wetland that be impacted in terms of E.O. 11990's definition of new construction.

→ *You must determine that there are no practicable alternatives to wetlands development by completing the 8-Step Process.*

*Provide a completed 8-Step Process as well as all documents used to make your determination, including a map. Be sure to include the early public notice and the final notice with your documentation.*

*Continue to Question 3.*

**Reconstruction of Clarks Ferry Tavern Project  
Duncannon Borough, Perry County**

3. For the project to be brought into compliance with this section, all adverse impacts must be mitigated. Explain in detail the exact measures that must be implemented to mitigate for the impact or effect, including the timeline for implementation.

Which of the following mitigation actions have been or will be taken? Select all that apply:

- Permeable surfaces
- Natural landscape enhancements that maintain or restore natural hydrology through infiltration
- Native plant species
- Bioswales
- Evapotranspiration
- Stormwater capture and reuse
- Green or vegetative roofs with drainage provisions
- Natural Resources Conservation Service conservation easements
- Compensatory mitigation

**Worksheet Summary**

**Compliance Determination**

Provide a clear description of your determination and a synopsis of the information that it was based on, such as:

- Map panel numbers and dates
- Names of all consulted parties and relevant consultation dates
- Names of plans or reports and relevant page numbers
- Any additional requirements specific to your region

Wetlands map from <https://www.fws.gov/wetlands/Data/Mapper.html>

FEMA Map No. 42099C0244E 6/20/2019

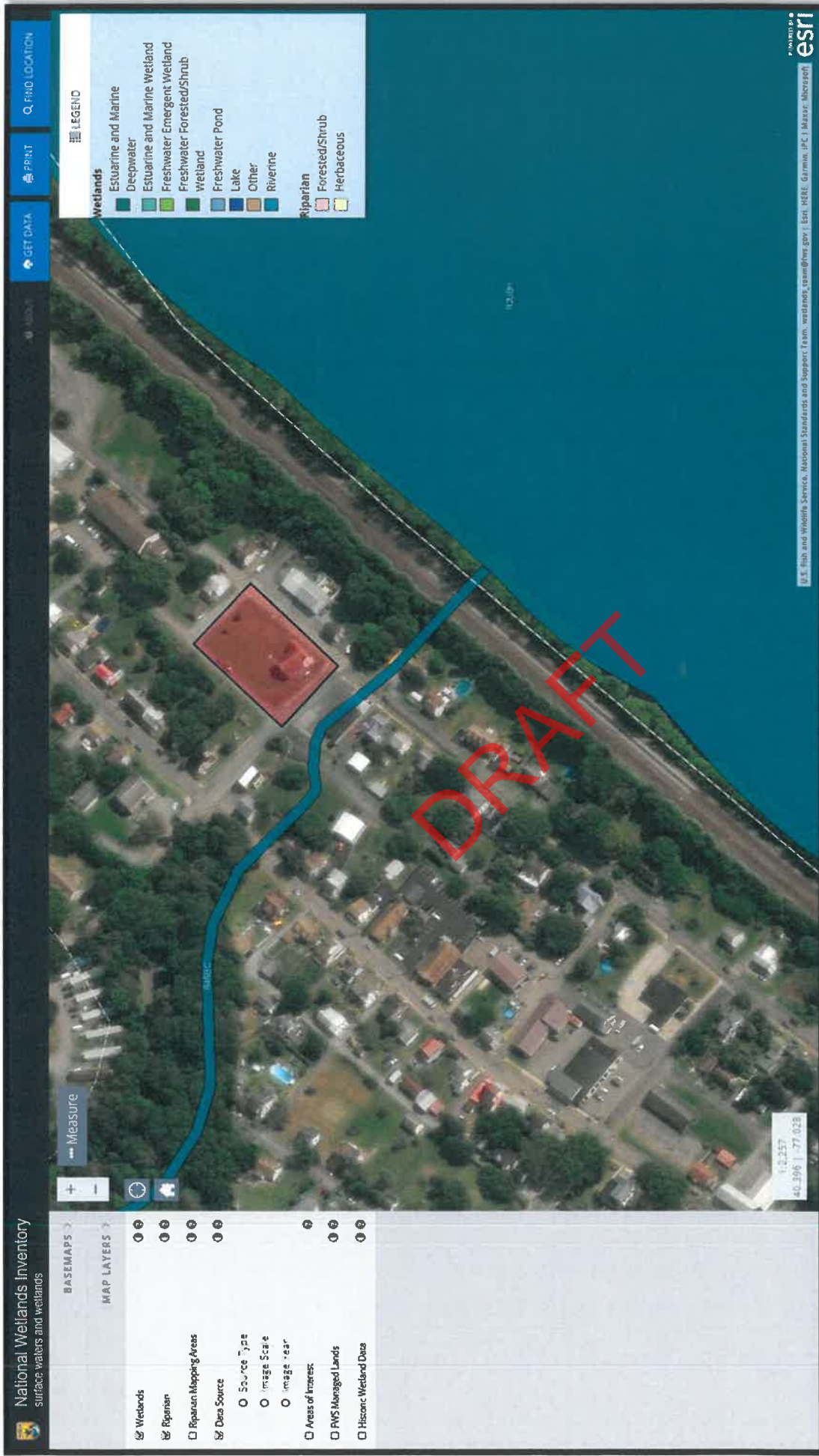
Consultation 4/24/2024 with:

- U.S. Army Corps of Engineers
- PEMA
- FEMA
- Perry County Historical Society
- State Historic Preservation Office
- Perry County Conservation
- Environmental Protection Agency
- PennDOT
- Duncannon Borough
- Perry County Planning
- Pennsylvania Department of Community and Economic Development

No additional requirements identified from consultations.

Are formal compliance steps or mitigation required?

- Yes
- No



Wetlands

**Reconstruction of Clarks Ferry Tavern Project**

603 North Market Street, Duncannon, PA 17020

Perry County

## **APPENDIX B**

### **COASTAL BARRIER RESOURCES COASTAL ZONE MANAGEMENT**

**DRAFT**

**Reconstruction of Clarks Ferry Tavern Project  
Duncannon Borough, Perry County**

**Coastal Barrier Resources (CEST and EA)**

General requirements	Legislation	Regulation
HUD financial assistance may not be used for most activities in units of the Coastal Barrier Resources System (CBRS). See 16 USC 3504 for limitations on federal expenditures affecting the CBRS.	Coastal Barrier Resources Act (CBRA) of 1982, as amended by the Coastal Barrier Improvement Act of 1990 (16 USC 3501)	
References		
<a href="https://www.hudexchange.info/environmental-review/coastal-barrier-resources">https://www.hudexchange.info/environmental-review/coastal-barrier-resources</a>		

Projects located in the following states must complete this form.

Alabama	Georgia	Massachusetts	New Jersey	Puerto Rico	Virgin Islands
Connecticut	Louisiana	Michigan	New York	Rhode Island	Virginia
Delaware	Maine	Minnesota	North Carolina	South Carolina	Wisconsin
Florida	Maryland	Mississippi	Ohio	Texas	

**1. Is the project located in a CBRS Unit?**

- No → *Based on the response, the review is in compliance with this section. Continue to the Worksheet Summary below. Provide a map showing that the site is not within a CBRS Unit.*
- Yes → *Continue to Question 2.*

Federal assistance for most activities may not be used at this location. You must either choose an alternate site or cancel the project. In very rare cases, federal monies can be spent within CBRS units for certain exempted activities (e.g., a nature trail), after consultation with the Fish and Wildlife Service (FWS) (see [16 USC 3505](#) for exceptions to limitations on expenditures).

**2. Indicate your selected course of action.**

- After consultation with the FWS the project was given approval to continue  
→ *Based on the response, the review is in compliance with this section. Continue to the Worksheet Summary below. Provide a map and documentation of a FWS approval.*
- Project was not given approval  
Project cannot proceed at this location.



***Reconstruction of Clarks Ferry Tavern Project  
Duncannon Borough, Perry County***

**Worksheet Summary**

**Compliance Determination**

Provide a clear description of your determination and a synopsis of the information that it was based on, such as:

- Map panel numbers and dates
- Names of all consulted parties and relevant consultation dates
- Names of plans or reports and relevant page numbers
- Any additional requirements specific to your region

No Coastal Barrier Resources located in Pennsylvania.  
Pennsylvania is not required to complete this form.

**Are formal compliance steps or mitigation required?**

Yes

No

**DRAFT**



# Coastal Barrier Resources Act

Ecological Service

- [Home](#)
- [CBRA Act ↓](#)
- [CBRS Maps ↓](#)
- [Property Determinations](#)
- [Project Consultations ↓](#)
- [Search Engine](#)
- [Other Information ↓](#)

## Official CBRS Maps

The John H. Chafee Coastal Barrier Resources System (CBRS) is a collection of specific units of land and associated aquatic habitats that serve as barriers protecting the Atlantic, Gulf, and Great Lakes coasts. The CBRS currently includes 585 System units, which comprise nearly 1.3 million acres of land and associated aquatic habitat. There are also 271 "otherwise protected areas," a category of coastal barriers already held for conservation purposes that include an additional 1.8 million acres of land and associated aquatic habitat.

Step 1: Use the [Google Earth KML file](#) or the State Locator Maps (PDF format) below to find a unit name(s).

### State Locator Maps

<a href="#">Alabama</a>	<a href="#">Georgia</a>	<a href="#">Massachusetts</a>	<a href="#">New Jersey</a>	<a href="#">Ohio</a>	<a href="#">Texas</a>
<a href="#">Connecticut</a>	<a href="#">Louisiana</a>	<a href="#">Michigan</a>	<a href="#">New York Great Lakes</a>	<a href="#">Puerto Rico</a>	<a href="#">Virgin Islands</a>
<a href="#">Delaware</a>	<a href="#">Maine</a>	<a href="#">Minnesota</a>	<a href="#">New York Long Island</a>	<a href="#">Rhode Island</a>	<a href="#">Virginia</a>
<a href="#">Florida</a>	<a href="#">Maryland</a>	<a href="#">Mississippi</a>	<a href="#">North Carolina</a>	<a href="#">South Carolina</a>	<a href="#">Wisconsin</a>

### Step 2: Download Official CBRS Maps (PDF format)

To download a map, click on a file name to save it, then open the file with a PDF viewer or editor.

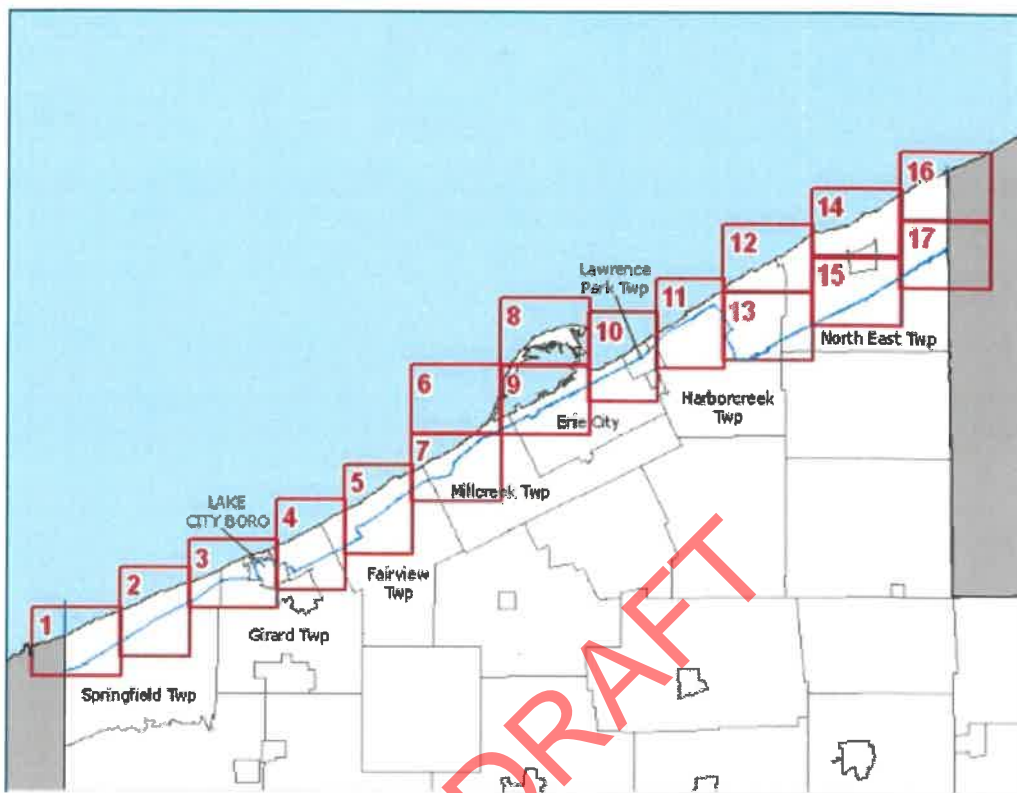


[Click here to access Official CBRS Maps](#)

Last updated: 04/04/2014 11:38:40

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- [U.S. Fish and Wildlife Service Home Page](#) | [Department of the Interior](#) | [USA.gov](#) | [About the U.S. Fish and Wildlife Service](#) | [Accessibility](#) | [Privacy](#) | [Notices](#) | [Disclaimer](#) | [FOIA](#)
- [DOI Inspector General](#)

**Lake Erie Coastal Zone Topographic Boundary Maps (306 area)**



[Access Lake Erie Coastal Zone Topographic Map Series \(pdf\) \(15MB\)](#)

Numbers on the map and below correspond to PDF page numbers.

**Page 1**  
Springfield Township

**Page 6**  
Millcreek Township  
Presque Isle

**Page 10**  
Erie City  
Lawrence Park Township  
Harborcreek Township

**Page 14**  
North East Township

**Page 2**  
Springfield Township

**Page 7**  
Fairview Township  
Millcreek Township

**Page 11**  
Harborcreek Township

**Page 15**  
North East Township

**Page 3**  
Springfield Township  
Girard Township  
Lake City Borough

**Page 8**  
Presque Isle

**Page 12**  
Harborcreek Township  
North East Township

**Page 16**  
North East Township

**Page 4**  
Girard Township  
Fairview Township

**Page 9**  
Millcreek Township  
Erie City  
Presque Isle

**Page 13**  
Harborcreek Township  
North East Township

**Page 17**  
North East Township

**Page 5**  
Fairview Township

Nether Providence Township  
Ridley Township  
Upland Borough

Hulmeville Borough  
Langhorne Manor Borough  
Middletown Township  
Pennel Borough

**Page 4**  
Eddystone Borough  
Norwood Borough  
Prospect Park Borough  
Ridley Township  
Ridley Park Borough  
Tinicum Township

**Page 11**  
Philadelphia City

**Page 18**  
Bristol Borough  
Bristol Township  
Middletown Township

**Page 24**  
Falls Township  
Morrisville Borough

**Page 5**  
Darby Township  
Folcroft Borough  
Philadelphia City  
Sharon Hill Borough  
Tinicum Township

**Page 12**  
Philadelphia City

**Page 19**  
Bristol Township  
Falls Township  
Tullytown Borough

**Page 25**  
Falls Township  
Morrisville Borough

**Page 6**  
Philadelphia City  
Tinicum Township

**Page 13**  
Bensalem Township  
Philadelphia City

**Page 20**  
Falls Township

**Page 26**  
Morrisville Borough

**Page 7**  
Philadelphia City

**Page 14**  
Bensalem Township  
Bristol Township

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**Reconstruction of Clarks Ferry Tavern Project  
Duncannon Borough, Perry County**

**Coastal Zone Management Act (CEST and EA)**

General requirements	Legislation	Regulation
Federal assistance to applicant agencies for activities affecting any coastal use or resource is granted only when such activities are consistent with federally approved State Coastal Zone Management Act Plans.	Coastal Zone Management Act (16 USC 1451-1464), particularly section 307(c) and (d) (16 USC 1456(c) and (d))	15 CFR Part 930
References		
<a href="https://www.onecpd.info/environmental-review/coastal-zone-management">https://www.onecpd.info/environmental-review/coastal-zone-management</a>		

Projects located in the following states must complete this form.

Alabama	Florida	Louisiana	Mississippi	Ohio	Texas
Alaska	Georgia	Maine	New Hampshire	Oregon	Virgin Islands
American Samoa	Guam	Maryland	New Jersey	Pennsylvania	Virginia
California	Hawaii	Massachusetts	New York	Puerto Rico	Washington
Connecticut	Illinois	Michigan	North Carolina	Rhode Island	Wisconsin
Delaware	Indiana	Minnesota	Northern Mariana Islands	South Carolina	

**1. Is the project located in, or does it affect, a Coastal Zone as defined in your state Coastal Management Plan?**

Yes → Continue to Question 2.

No → Based on the response, the review is in compliance with this section. Continue to the Worksheet Summary below. Provide a map showing that the site is not within a Coastal Zone.

**2. Does this project include activities that are subject to state review?**

Yes → Continue to Question 3.

No → Based on the response, the review is in compliance with this section. Continue to the Worksheet Summary below. Provide documentation used to make your determination.

**3. Has this project been determined to be consistent with the State Coastal Management Program?**

Yes, with mitigation. → Continue to Question 4.

Yes, without mitigation. → Based on the response, the review is in compliance with this section. Continue to the Worksheet Summary below. Provide documentation used to make your determination.

**Reconstruction of Clarks Ferry Tavern Project  
Duncannon Borough, Perry County**

- No, project must be canceled.  
Project cannot proceed at this location.

**1. Explain in detail the proposed measures that must be implemented to mitigate for the impact or effect, including the timeline for implementation.**

→ Continue to the Worksheet Summary below. Provide documentation of the consultation (including the State Coastal Management Program letter of consistency) and any other documentation used to make your determination.

**Worksheet Summary**

**Compliance Determination**

Provide a clear description of your determination and a synopsis of the information that it was based on, such as:

- Map panel numbers and dates
- Names of all consulted parties and relevant consultation dates
- Names of plans or reports and relevant page numbers
- Any additional requirements specific to your region

Project is not located in a coastal zone area. (See project location map in Attachment 1)

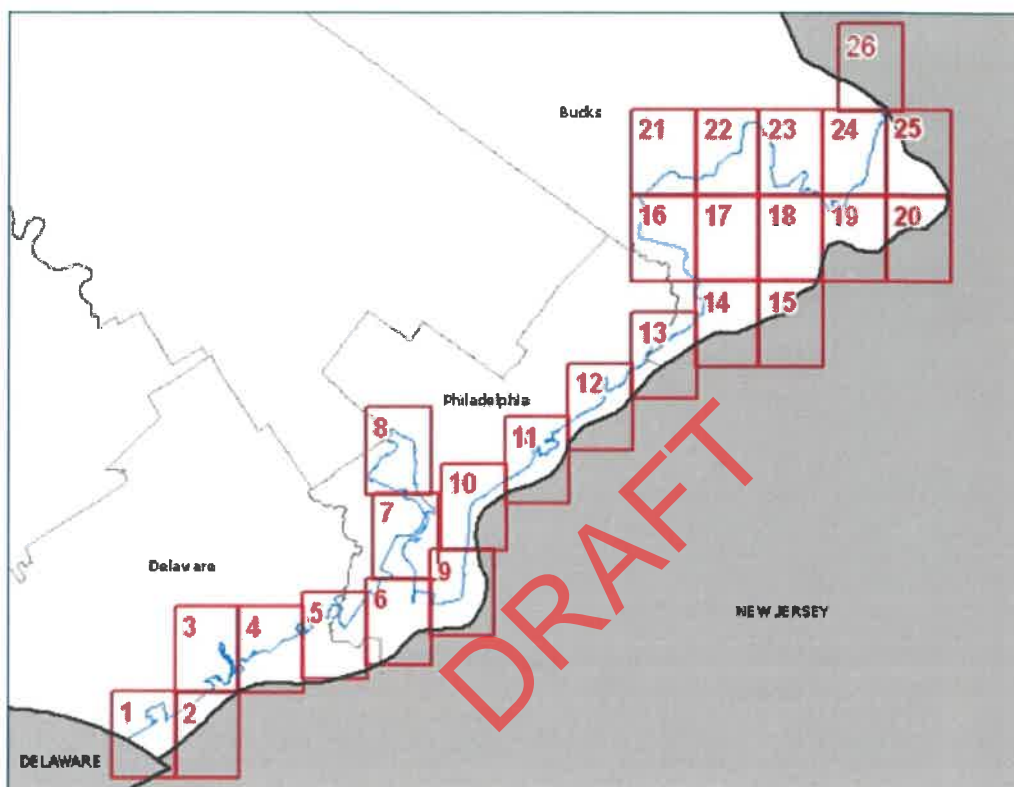
Coastal Zone Map (Lake Erie): <http://www.dep.state.pa.us/river/about/docs/LECZTopos.pdf>

Coastal Zone Map (Delaware Estuary): <https://www.dep.state.pa.us/river/about/boundMapsDECZ.htm>

**Are formal compliance steps or mitigation required?**

- Yes  
 No

**Delaware Estuary Coastal Zone Topographic Boundary Maps (306 area)**



[Access Delaware Estuary Coastal Zone Topographic Map Series \(pdf\) \(22MB\)](#)

Numbers on the map and below correspond to PDF page numbers.

**Page 1**

Lower Chichester Township  
Marcus Hook Borough  
Trainer Borough  
Upper Chichester Township

**Page 2**

Chester City  
Trainer Borough

**Page 3**

Chester City  
Eddystone Borough

**Page 8**

Philadelphia City

**Page 9**

Philadelphia City

**Page 10**

Philadelphia City

**Page 15**

Bristol Borough  
Bristol Township

**Page 16**

Bensalem Township  
Lower Southampton Twp  
Middletown Township

**Page 17**

Bensalem Township  
Bristol Township

**Page 21**

Lower Southampton Twp  
Middletown Twp

**Page 22**

Langhorne Borough  
Langhorne Manor Borough  
Middletown Township

**Page 23**

Bristol Township  
Middletown Township

Nether Providence Township  
Ridley Township  
Upland Borough

Hulmeville Borough  
Langhorne Manor Borough  
Middletown Township  
Pennel Borough

**Page 4**  
Eddystone Borough  
Norwood Borough  
Prospect Park Borough  
Ridley Township  
Ridley Park Borough  
Tinicum Township

**Page 11**  
Philadelphia City

**Page 18**  
Bristol Borough  
Bristol Township  
Middletown Township

**Page 24**  
Falls Township  
Morrisville Borough

**Page 5**  
Darby Township  
Folcroft Borough  
Philadelphia City  
Sharon Hill Borough  
Tinicum Township

**Page 12**  
Philadelphia City

**Page 19**  
Bristol Township  
Falls Township  
Tullytown Borough

**Page 25**  
Falls Township  
Morrisville Borough

**Page 6**  
Philadelphia City  
Tinicum Township

**Page 13**  
Bensalem Township  
Philadelphia City

**Page 20**  
Falls Township

**Page 26**  
Morrisville Borough

**Page 7**  
Philadelphia City

**Page 14**  
Bensalem Township  
Bristol Township

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**APPENDIX C**

**CULTURAL RESOURCES**

**HISTORIC PRESERVATION**

**DRAFT**

**Reconstruction of Clarks Ferry Tavern Project  
Duncannon Borough, Perry County**

**Historic Preservation (CEST and EA)**

General requirements	Legislation	Regulation
Regulations under Section 106 of the National Historic Preservation Act (NHPA) require a consultative process to identify historic properties, assess project impacts on them, and avoid, minimize, or mitigate adverse effects	Section 106 of the National Historic Preservation Act (16 U.S.C. 470f)	<a href="#">36 CFR 800 "Protection of Historic Properties"</a>
<b>References</b>		
<a href="https://www.hudexchange.info/environmental-review/historic-preservation">https://www.hudexchange.info/environmental-review/historic-preservation</a>		

**Threshold**

**Is Section 106 review required for your project?**

- No, because the project consists solely of activities listed as exempt in a Programmatic Agreement (PA). (See the [PA Database](#) to find applicable PAs.)

**Either provide the PA itself or a link to it here. Mark the applicable exemptions or include the text here:**

**III. EXEMPT ACTIVITIES**

Municipalities are not required to complete Section 106 reviews for undertakings that are **limited solely** to those activities listed in Attachment B as they have limited potential to alter character defining qualities of properties listed on or eligible for listing on the National Register.

*(See attached "CDBG Small Communities Programmatic Agreement No Effect Activities List.")*

→ Continue to the Worksheet Summary.

- No, because the project consists solely of activities included in a No Potential to Cause Effects memo or other determination [36 CFR 800.3(a)(1)].

**Either provide the memo itself or a link to it here. Explain and justify the other determination here:**

→ Continue to the Worksheet Summary.

- Yes, because the project includes activities with potential to cause effects (direct or indirect).

→ Continue to Step 1.

**Reconstruction of Clarks Ferry Tavern Project  
Duncannon Borough, Perry County**

**The Section 106 Process**

After determining the need to do a Section 106 review, initiate consultation with regulatory and other interested parties, identify and evaluate historic properties, assess effects of the project on properties listed on or eligible for the National Register of Historic Places, and resolve any adverse effects through project design modifications or mitigation.

Note that consultation continues through all phases of the review.

Step 1: Initiate consultation

Step 2: Identify and evaluate historic properties

Step 3: Assess effects of the project on historic properties

Step 4: Resolve any adverse effects

**Step 1 - Initiate Consultation**

The following parties are entitled to participate in Section 106 reviews: Advisory Council on Historic Preservation; State Historic Preservation Officers (SHPOs); federally recognized Indian tribes/Tribal Historic Preservation Officers (THPOs); Native Hawaiian Organizations (NHOs); local governments; and project grantees. The general public and individuals and organizations with a demonstrated interest in a project may participate as consulting parties at the discretion of the RE or HUD official. Participation varies with the nature and scope of a project. Refer to HUD's website for guidance on consultation, including the required timeframes for response. Consultation should begin early to enable full consideration of preservation options.

Use the [When to Consult with Tribes checklist](#) within [Notice CPD-12-006: Process for Tribal Consultation](#) to determine if you should invite tribes to consult on a particular project. Use the [Tribal Directory Assessment Tool \(TDAT\)](#) to identify tribes that may have an interest in the area where the project is located. Note that consultants may not initiate consultation with Tribes.

**Select all consulting parties below (check all that apply):**

- State Historic Preservation Officer (SHPO)
- Advisory Council on Historic Preservation
- Indian Tribes, including Tribal Historic Preservation Officers (THPOs) or Native
- Hawaiian Organizations (NHOs)

**List all tribes that were consulted here and their status of consultation:**

**II. Consultation with Indian Tribes**

Delaware Nation, Oklahoma  
Delaware Tribe of Indians  
Eastern Shawnee Tribe of Oklahoma  
Seneca-Cayuga Nation Perry  
Tuscarora Nation

**Reconstruction of Clarks Ferry Tavern Project  
Duncannon Borough, Perry County**

Other Consulting Parties

**List all consulting parties that were consulted here and their status of consultation:**

Perry County Historical Society

**Describe the process of selecting consulting parties and initiating consultation here:**

All known parties with a demonstrated interest in the project and/or local area history. All parties were consulted via email.

*Provide all correspondence, notices, and notes (including comments and objections received) and continue to Step 2.*

**Step 2 - Identify and Evaluate Historic Properties**

**Define the Area of Potential Effect (APE), either by entering the address(es) or providing a map depicting the APE. Attach an additional page if necessary.**

APE identified through PA-SHARE. No historic properties identified.

Gather information about known historic properties in the APE. Historic buildings, districts and archeological sites may have been identified in local, state, and national surveys and registers, local historic districts, municipal plans, town and county histories, and local history websites. If not already listed on the National Register of Historic Places, identified properties are then evaluated to see if they are eligible for the National Register.

Refer to HUD's website for guidance on identifying and evaluating historic properties.

**In the space below, list historic properties identified and evaluated in the APE.**

Every historic property that may be affected by the project should be listed. For each historic property or district, include the National Register status, whether the SHPO has concurred with the finding, and whether information on the site is sensitive. Attach an additional page if necessary.

**Reconstruction of Clarks Ferry Tavern Project  
Duncannon Borough, Perry County**

Provide the documentation (survey forms, Register nominations, concurrence(s) and/or objection(s), notes, and photos) that justify your National Register Status determination.

**Was a survey of historic buildings and/or archeological sites done as part of the project?**

If the APE contains previously unsurveyed buildings or structures over 50 years old, or there is a likely presence of previously unsurveyed archeological sites, a survey may be necessary. For Archeological surveys, refer to HP Fact Sheet #6, [Guidance on Archeological Investigations in HUD Projects](#).

- Yes → Provide survey(s) and report(s) and continue to Step 3.

Additional notes:

- No → Continue to Step 3.

**Step 3 - Assess Effects of the Project on Historic Properties**

Only properties that are listed on or eligible for the National Register of Historic Places receive further consideration under Section 106. Assess the effect(s) of the project by applying the Criteria of Adverse Effect. ([36 CFR 800.5](#)) Consider direct and indirect effects as applicable as per HUD guidance.

Choose one of the findings below - No Historic Properties Affected, No Adverse Effect, or Adverse Effect; and seek concurrence from consulting parties.

- No Historic Properties Affected

**Document reason for finding:**

- No historic properties present. → Provide concurrence(s) or objection(s) and continue to the Worksheet Summary.

- Historic properties present, but project will have no effect upon them. → Provide concurrence(s) or objection(s) and continue to the Worksheet Summary.

If consulting parties concur or fail to respond to user's request for concurrence, project is in compliance with this section. No further review is required. If consulting parties object, refer to ([36 CFR 800.4\(d\)\(1\)](#)) and consult further to try to resolve objection(s).

**Reconstruction of Clarks Ferry Tavern Project  
Duncannon Borough, Perry County**

No Adverse Effect

**Document reason for finding:**

**Does the No Adverse Effect finding contain conditions?**

Yes

Check all that apply: (check all that apply)

- Avoidance
- Modification of project
- Other

**Describe conditions here:**

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→ Monitor satisfactory implementation of conditions. Provide concurrence(s) or objection(s) and continue to the Worksheet Summary.

No → Provide concurrence(s) or objection(s) and continue to the Worksheet Summary.

If consulting parties concur or fail to respond to user's request for concurrence, project is in compliance with this section. No further review is required. If consulting parties object, refer to ([36 CFR 800.5\(c\)\(2\)](#)) and consult further to try to resolve objection(s).

Adverse Effect

**Document reason for finding:**

Copy and paste applicable Criteria into text box with summary and justification. Criteria of Adverse Effect: [36 CFR 800.5](#)]

**Reconstruction of Clarks Ferry Tavern Project  
Duncannon Borough, Perry County**

Notify the Advisory Council on Historic Preservation of the Adverse Effect and provide the documentation outlined in [36 CFR 800.11\(e\)](#). The Council has 15 days to decide whether to enter the consultation (Not required for projects covered by a Programmatic Agreement).

→ *Continue to Step 4.*

**Step 4 - Resolve Adverse Effects**

Work with consulting parties to try to avoid, minimize or mitigate adverse effects. Refer to HUD guidance and [36 CFR 800.6 and 800.7](#).

**Were the Adverse Effects resolved?**

Yes

**Describe the resolution of Adverse Effects, including consultation efforts and participation by the Advisory Council on Historic Preservation:**

*DRAFT*

**For the project to be brought into compliance with this section, all adverse impacts must be mitigated. Explain in detail the exact measures that must be implemented to mitigate for the impact or effect, including the timeline for implementation.**

→ *Provide signed Memorandum of Agreement (MOA) or Standard Mitigation Measures Agreement (SMMA). Continue to the Worksheet Summary.*

No

**The project must be cancelled unless the “Head of Agency” approves it. Either provide approval from the “Head of Agency” or cancel the project at this location.**

**Describe the failure to resolve Adverse Effects, including consultation efforts and participation by the Advisory Council on Historic Preservation and “Head of the Agency”:**

**Reconstruction of Clarks Ferry Tavern Project  
Duncannon Borough, Perry County**

**Explain in detail the exact conditions or measures that must be implemented to mitigate for the impact or effect, including the timeline for implementation.**

→ Provide correspondence, comments, documentation of decision, and "Head of Agency" approval. Continue to the Worksheet Summary.

**Worksheet Summary**

**Compliance Determination**

Provide a clear description of your determination and a synopsis of the information that it was based on, such as:

- Map panel numbers and dates
- Names of all consulted parties and relevant consultation dates
- Names of plans or reports and relevant page numbers
- Any additional requirements specific to your region

Consultation 4/24/2024 with:

- U.S. Army Corps of Engineers
- PEMA
- FEMA
- Perry County Historical Society
- State Historic Preservation Office
- Perry County Conservation
- Environmental Protection Agency
- PennDOT
- Duncannon Borough
- Perry County Planning
- Pennsylvania Department of Community and Economic Development

No additional requirements identified from consultations.

**Are formal compliance steps or mitigation required?**

- Yes  
 No



**Reconstruction of Clarks Ferry Tavern Project  
Duncannon Borough, Perry County**

**Appendix A**

**When To Consult With Tribes Under Section 106**

Section 106 requires consultation with federally-recognized Indian tribes when a project may affect a historic property of religious and cultural significance to the tribe. Historic properties of religious and cultural significance include: archeological sites, burial grounds, sacred landscapes or features, ceremonial areas, traditional cultural places, traditional cultural landscapes, plant and animal communities, and buildings and structures with significant tribal association. The types of activities that may affect historic properties of religious and cultural significance include: ground disturbance (digging), new construction in undeveloped natural areas, introduction of incongruent visual, audible, or atmospheric changes, work on a building with significant tribal association, and transfer, lease or sale of properties of the types listed above.

**If a project includes any of the types of activities below, invite tribes to consult:**

**X significant ground disturbance (digging)**

Examples: new sewer lines, utility lines (above and below ground), foundations, footings, grading, access roads

**new construction in undeveloped natural areas**

Examples: industrial-scale energy facilities, transmission lines, pipelines, or new recreational facilities, in undeveloped natural areas like mountaintops, canyons, islands, forests, native grasslands, etc., and housing, commercial, and industrial facilities in such areas

**incongruent visual changes**

Examples: construction of a focal point that is out of character with the surrounding natural area, impairment of the vista or viewshed from an observation point in the natural landscape, or impairment of the recognized historic scenic qualities of an area

**incongruent audible changes**

Examples: increase in noise levels above an acceptable standard in areas known for their quiet, contemplative experience

**incongruent atmospheric changes**

Examples: introduction of lights that create skyglow in an area with a dark night sky

**work on a building with significant tribal association**

Examples: rehabilitation, demolition or removal of a surviving ancient tribal structure or village, or a building or structure that there is reason to believe was the location of a significant tribal event, home of an important person, or that served as a tribal school or community hall

**transfer, lease or sale of a historic property of religious and cultural significance**

Example: transfer, lease or sale of properties that contain archeological sites, burial grounds, sacred landscapes or features, ceremonial areas, plant and animal communities, or buildings and structures with significant tribal association

**None of the above apply**

**Reconstruction of Clarks Ferry Tavern Project**  
**Project**

**Reviewed By**

**6/13/2024**

**Date**

**APPENDIX D**

**ENDANGERED SPECIES**

**DRAFT**

**Reconstruction of Clarks Ferry Tavern Project  
Duncannon Borough, Perry County**

**Endangered Species Act (CEST and EA)**

General requirements	ESA Legislation	Regulations
Section 7 of the Endangered Species Act (ESA) mandates that federal agencies ensure that actions that they authorize, fund, or carry out shall not jeopardize the continued existence of federally listed plants and animals or result in the adverse modification or destruction of designated critical habitat. Where their actions may affect resources protected by the ESA, agencies must consult with the Fish and Wildlife Service and/or the National Marine Fisheries Service (“FWS” and “NMFS” or “the Services”).	The Endangered Species Act of 1973 (16 U.S.C. 1531 et seq.); particularly section 7 (16 USC 1536).	50 CFR Part 402
References		
<a href="https://www.hudexchange.info/environmental-review/endangered-species">https://www.hudexchange.info/environmental-review/endangered-species</a>		

**1. Does the project involve any activities that have the potential to affect species or habitats?**

No, the project will have No Effect due to the nature of the activities involved in the project.  
→ Based on the response, the review is in compliance with this section. Continue to the Worksheet Summary below. Provide any documents used to make your determination.

No, the project will have No Effect based on a letter of understanding, memorandum of agreement, programmatic agreement, or checklist provided by local HUD office.

**Explain your determination:**

DRAFT

→ Based on the response, the review is in compliance with this section. Continue to the Worksheet Summary below. Provide any documents used to make your determination.

Yes, the activities involved in the project have the potential to affect species and/or habitats.  
→ Continue to Question 2.

**2. Are federally listed species or designated critical habitats present in the action area?**

Obtain a list of protected species from the Services. This information is available on the [FWS Website](#) or you may contact your [local FWS](#) and/or [NMFS](#) offices directly.

No, the project will have No Effect due to the absence of federally listed species and designated critical habitat.  
→ Based on the response, the review is in compliance with this section. Continue to the Worksheet Summary below. Provide any documents used to make your determination. Documentation may include letters from the Services, species lists from the Services’ websites, surveys or other documents and analysis showing that there are no species in the action area.

Yes, there are federally listed species or designated critical habitats present in the action area.  
→ Continue to Question 3.

**Reconstruction of Clarks Ferry Tavern Project  
Duncannon Borough, Perry County**

**3. What effects, if any, will your project have on federally listed species or designated critical habitat?**

No Effect: Based on the specifics of both the project and any federally listed species in the action area, you have determined that the project will have absolutely no effect on listed species or critical habitat.

→ *Based on the response, the review is in compliance with this section. Continue to the Worksheet Summary below. Provide any documents used to make your determination. Documentation should include a species list and explanation of your conclusion, and may require maps, photographs, and surveys as appropriate.*

May Affect, Not Likely to Adversely Affect: Any effects that the project may have on federally listed species or critical habitats would be beneficial, discountable, or insignificant.

→ *Continue to Question 4, Informal Consultation.*

Likely to Adversely Affect: The project may have negative effects on one or more listed species or critical habitat.

→ *Continue to Question 5, Formal Consultation.*

**4. Informal Consultation is required**

Section 7 of ESA (16 USC. 1536) mandates consultation to resolve potential impacts to endangered and threatened species and critical habitats. If a HUD-assisted project may affect any federally listed endangered or threatened species or critical habitat, then compliance is required with Section 7. See 50 CFR Part 402 Subpart B Consultation Procedures.

**Did the Service(s) concur with the finding that the project is Not Likely to Adversely Affect?**

**Yes, the Service(s) concurred with the finding.**

→ *Based on the response, the review is in compliance with this section. Continue to Question 6 and provide the following:*

- (1) A biological evaluation or equivalent document*
- (2) Concurrence(s) from FWS and/or NMFS*
- (3) Any other documentation of informal consultation*

*Exception: If finding was made based on procedures provided by a letter of understanding, memorandum of agreement, programmatic agreement, or checklist provided by local HUD office, provide whatever documentation is mandated by that agreement.*

No, the Service(s) did not concur with the finding.

→ *Continue to Question 5.*

**5. Formal consultation is required**

Section 7 of ESA (16 USC 1536) mandates consultation to resolve potential impacts to federally listed endangered and threatened species and critical habitats. If a HUD assisted project may affect any endangered or threatened species or critical habitat, then compliance is required with Section 7. See 50 CFR Part 402 Subpart B Consultation Procedures.

→ *Once consultation is complete, the review is in compliance with this section. Continue to Question 6 and provide the following:*

- (1) A biological assessment, evaluation, or equivalent document*

***Endangered Species Act (CEST and EA)***

**Reconstruction of Clarks Ferry Tavern Project  
Duncannon Borough, Perry County**

- (2) Biological opinion(s) issued by FWS and/or NMFS
- (3) Any other documentation of formal consultation

6. For the project to be brought into compliance with this section, all adverse impacts must be mitigated. Explain in detail the proposed measures that will be implemented to mitigate for the impact or effect, including the timeline for implementation.

Mitigation as follows will be implemented:

No mitigation is necessary.

**Explain why mitigation will not be made here:**

**Worksheet Summary**

**Compliance Determination**

Provide a clear description of your determination and a synopsis of the information that it was based on, such as:

- Map panel numbers and dates
- Names of all consulted parties and relevant consultation dates
- Names of plans or reports and relevant page numbers
- Any additional requirements specific to your region

Consultation 4/24/2024 with:

- U.S. Army Corps of Engineers
- PEMA
- FEMA
- Perry County Historical Society
- State Historic Preservation Office
- Perry County Conservation
- Environmental Protection Agency
- Pennsylvania Game Commission
- Pennsylvania Department of Conservation and Natural Resources
- Pennsylvania Fish and Boat Commission
- U.S. Fish and Wildlife Service
- PennDOT
- Duncannon Borough
- Perry County Planning
- Pennsylvania Department of Community and Economic Development

No additional requirements identified from consultations.

***Reconstruction of Clarks Ferry Tavern Project  
Duncannon Borough, Perry County***

**Are formal compliance steps or mitigation required?**

Yes

No

**DRAFT**

## 1. PROJECT INFORMATION

Project Name: **Reconstruction of Clarks Ferry Tavern Project**

Date of Review: **4/11/2024 10:44:47 AM**

Project Category: **Development, Additions/maintenance to existing development facilities**

Project Area: **0.18 acres**

County(s): **Perry**

Township/Municipality(s): **DUNCANNON**

ZIP Code:

Quadrangle Name(s): **DUNCANNON**

Watersheds HUC 8: **Lower Susquehanna-Swatara**

Watersheds HUC 12: **Cove Creek-Susquehanna River**

Decimal Degrees: **40.396573, -77.025104**

Degrees Minutes Seconds: **40° 23' 47.6628" N, 77° 1' 30.3733" W**

## 2. SEARCH RESULTS

Agency	Results	Response
PA Game Commission	No Known Impact	No Further Review Required
PA Department of Conservation and Natural Resources	No Known Impact	No Further Review Required
PA Fish and Boat Commission	No Known Impact	No Further Review Required
U.S. Fish and Wildlife Service	No Known Impact	No Further Review Required

As summarized above, Pennsylvania Natural Diversity Inventory (PNDI) records indicate no known impacts to threatened and endangered species and/or special concern species and resources within the project area. Therefore, based on the information you provided, no further coordination is required with the jurisdictional agencies. This response does not reflect potential agency concerns regarding impacts to other ecological resources, such as wetlands.

## Reconstruction of Clarks Ferry Tavern Project



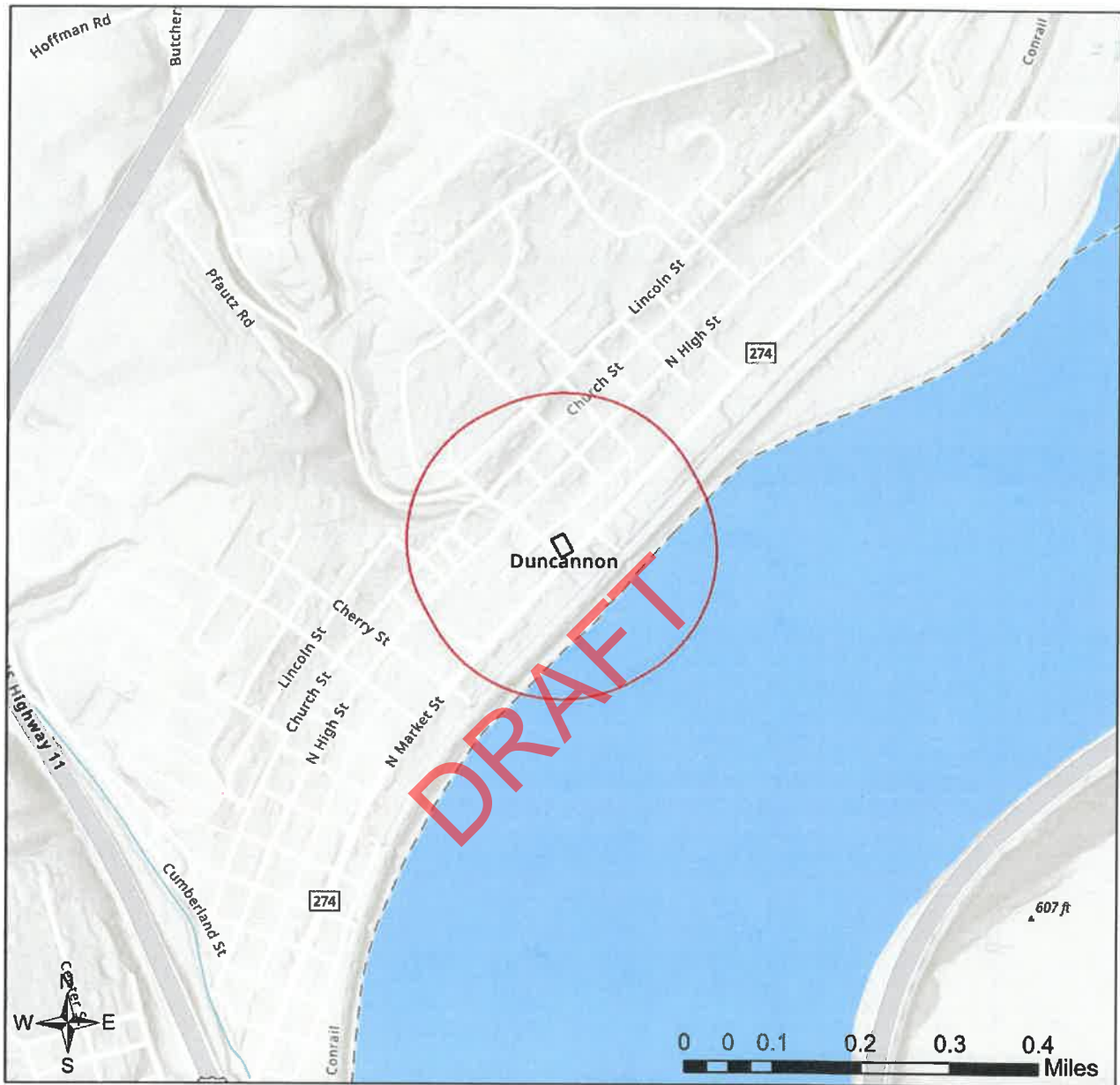
-  Buffered Project Boundary
-  Project Boundary





Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodastystrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community



## Reconstruction of Clarks Ferry Tavern Project



-  Buffered Project Boundary
-  Project Boundary



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community

### 3. AGENCY COMMENTS

Regardless of whether a DEP permit is necessary for this proposed project, any potential impacts to threatened and endangered species and/or special concern species and resources must be resolved with the appropriate jurisdictional agency. In some cases, a permit or authorization from the jurisdictional agency may be needed if adverse impacts to these species and habitats cannot be avoided.

These agency determinations and responses are **valid for two years** (from the date of the review), and are based on the project information that was provided, including the exact project location; the project type, description, and features; and any responses to questions that were generated during this search. If any of the following change: 1) project location, 2) project size or configuration, 3) project type, or 4) responses to the questions that were asked during the online review, the results of this review are not valid, and the review must be searched again via the PNDI Environmental Review Tool and resubmitted to the jurisdictional agencies. The PNDI tool is a primary screening tool, and a desktop review may reveal more or fewer impacts than what is listed on this PNDI receipt. The jurisdictional agencies **strongly advise against** conducting surveys for the species listed on the receipt prior to consultation with the agencies.

#### PA Game Commission

##### RESPONSE:

No Impact is anticipated to threatened and endangered species and/or special concern species and resources.

#### PA Department of Conservation and Natural Resources

##### RESPONSE:

No Impact is anticipated to threatened and endangered species and/or special concern species and resources.

#### PA Fish and Boat Commission

##### RESPONSE:

No Impact is anticipated to threatened and endangered species and/or special concern species and resources.

#### U.S. Fish and Wildlife Service

##### RESPONSE:

No impacts to **federally** listed or proposed species are anticipated. Therefore, no further consultation/coordination under the Endangered Species Act (87 Stat. 884, as amended; 16 U.S.C. 1531 et seq. is required. Because no take of federally listed species is anticipated, none is authorized. This response does not reflect potential Fish and Wildlife Service concerns under the Fish and Wildlife Coordination Act or other authorities.

### 4. DEP INFORMATION

The Pa Department of Environmental Protection (DEP) requires that a signed copy of this receipt, along with any required documentation from jurisdictional agencies concerning resolution of potential impacts, be submitted with applications for permits requiring PNDI review. Two review options are available to permit applicants for handling PNDI coordination in conjunction with DEP's permit review process involving either T&E Species or species of special concern. Under sequential review, the permit applicant performs a PNDI screening and completes all coordination with the appropriate jurisdictional agencies prior to submitting the permit application. The applicant will include with its application, both a PNDI receipt and/or a clearance letter from the jurisdictional agency if the PNDI Receipt shows a Potential Impact to a species or the applicant chooses to obtain letters directly from the jurisdictional agencies. Under concurrent review, DEP, where feasible, will allow technical review of the permit to occur concurrently with the T&E species consultation with the jurisdictional agency. The applicant must still supply a copy of the PNDI Receipt with its permit application. The PNDI Receipt should also be submitted to the appropriate agency according to directions on the PNDI Receipt. The applicant and the jurisdictional agency will work together to resolve the potential impact(s). See the DEP PNDI policy at <https://conservationexplorer.dcnr.pa.gov/content/resources>.

## 5. ADDITIONAL INFORMATION

The PNDI environmental review website is a preliminary screening tool. There are often delays in updating species status classifications. Because the proposed status represents the best available information regarding the conservation status of the species, state jurisdictional agency staff give the proposed statuses at least the same consideration as the current legal status. If surveys or further information reveal that a threatened and endangered and/or special concern species and resources exist in your project area, contact the appropriate jurisdictional agency/agencies immediately to identify and resolve any impacts.

For a list of species known to occur in the county where your project is located, please see the species lists by county found on the PA Natural Heritage Program (PNHP) home page ([www.naturalheritage.state.pa.us](http://www.naturalheritage.state.pa.us)). Also note that the PNDI Environmental Review Tool only contains information about species occurrences that have actually been reported to the PNHP.

## 6. AGENCY CONTACT INFORMATION

### PA Department of Conservation and Natural Resources

Bureau of Forestry, Ecological Services Section  
400 Market Street, PO Box 8552  
Harrisburg, PA 17105-8552  
Email: [RA-HeritageReview@pa.gov](mailto:RA-HeritageReview@pa.gov)

### PA Fish and Boat Commission

Division of Environmental Services  
595 E. Rolling Ridge Dr., Bellefonte, PA 16823  
Email: [RA-FBPACENOTIFY@pa.gov](mailto:RA-FBPACENOTIFY@pa.gov)

### U.S. Fish and Wildlife Service

Pennsylvania Field Office  
Endangered Species Section  
110 Radnor Rd; Suite 101  
State College, PA 16801  
Email: [IR1\\_ESPenn@fws.gov](mailto:IR1_ESPenn@fws.gov)  
NO Faxes Please

### PA Game Commission

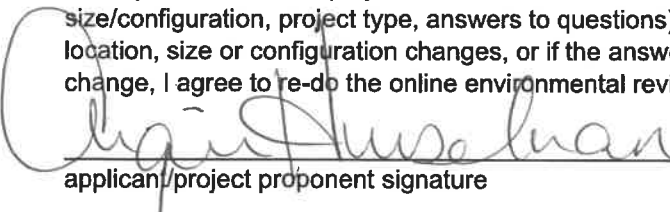
Bureau of Wildlife Management  
Division of Environmental Review  
2001 Elmerton Avenue, Harrisburg, PA 17110-9797  
Email: [RA-PGC\\_PNDI@pa.gov](mailto:RA-PGC_PNDI@pa.gov)  
NO Faxes Please

## 7. PROJECT CONTACT INFORMATION

Name: Angie Hunselman  
Company/Business Name: SEDA COG  
Address: 201 Furnace Road  
City, State, Zip: Lewisburg, PA 17837  
Phone: (570) 524-4491 Fax: (570) 524-9190  
Email: AKemberling@seda-cog.org

## 8. CERTIFICATION

I certify that ALL of the project information contained in this receipt (including project location, project size/configuration, project type, answers to questions) is true, accurate and complete. In addition, if the project type, location, size or configuration changes, or if the answers to any questions that were asked during this online review change, I agree to re-do the online environmental review.

  
applicant/project proponent signature

4/11/2024  
date

## **APPENDIX E**

### **WILD AND SCENIC RIVERS**

**DRAFT**

**Reconstruction of Clarks Ferry Tavern Project  
Duncannon Borough, Perry County**

**Wild and Scenic Rivers (CEST and EA)**

General requirements	Legislation	Regulation
The Wild and Scenic Rivers Act provides federal protection for certain free-flowing, wild, scenic and recreational rivers designated as components or potential components of the National Wild and Scenic Rivers System (NWSRS) from the effects of construction or development.	The Wild and Scenic Rivers Act (16 U.S.C. 1271-1287), particularly section 7(b) and (c) (16 U.S.C. 1278(b) and (c))	36 CFR Part 297
<b>References</b>		
<a href="https://www.hudexchange.info/environmental-review/wild-and-scenic-rivers">https://www.hudexchange.info/environmental-review/wild-and-scenic-rivers</a>		

**1. Is your project within proximity of a NWSRS river as defined below?**

**Wild & Scenic Rivers:** These rivers or river segments have been designated by Congress or by states (with the concurrence of the Secretary of the Interior) as wild, scenic, or recreational.

**Study Rivers:** These rivers or river segments are being studied as a potential component of the Wild & Scenic River system.

**Nationwide Rivers Inventory (NRI):** The National Park Service has compiled and maintains the NRI, a register of river segments that potentially qualify as national wild, scenic, or recreational river areas

No

→ *Based on the response, the review is in compliance with this section. Continue to the Worksheet Summary below. Provide documentation used to make your determination, such as a map identifying the project site and its surrounding area or a list of rivers in your region in the Screen Summary at the conclusion of this screen.*

Yes, the project is in proximity of a Nationwide Rivers Inventory (NRI) River.

→ *Continue to Question 2.*

**2. Could the project do any of the following?**

- Have a direct and adverse effect within Wild and Scenic River Boundaries,
- Invade the area or unreasonably diminish the river outside Wild and Scenic River Boundaries, or
- Have an adverse effect on the natural, cultural, and/or recreational values of a NRI segment.

Consultation with the appropriate federal/state/local/tribal Managing Agency(s) is required, pursuant to Section 7 of the Act, to determine if the proposed project may have an adverse effect on a Wild & Scenic River or a Study River and, if so, to determine the appropriate avoidance or mitigation measures.

**Reconstruction of Clarks Ferry Tavern Project  
Duncannon Borough, Perry County**

**Note:** Concurrence may be assumed if the Managing Agency does not respond within 30 days; however, you are still obligated to avoid or mitigate adverse effects on the rivers identified in the NWSRS

- No, the Managing Agency has concurred that the proposed project will not alter, directly, or indirectly, any of the characteristics that qualifies or potentially qualifies the river for inclusion in the NWSRS.

→ *Based on the response, the review is in compliance with this section. Continue to the Worksheet Summary below. Provide documentation of the consultation (including the Managing Agency's concurrence) and any other documentation used to make your determination.*

- Yes, the Managing Agency was consulted and the proposed project may alter, directly, or indirectly, any of the characteristics that qualifies or potentially qualifies the river for inclusion in the NWSRS.

→ *Continue to Question 3.*

- 3. For the project to be brought into compliance with this section, all adverse impacts must be mitigated. Explain in detail the proposed measures that must be implemented to mitigate**

**for the impact or effect, including the timeline for implementation.**

→ *Continue to the Worksheet Summary below. Provide documentation of the consultation (including the Managing Agency's concurrence) and any other documentation used to make your determination.*

**Worksheet Summary**

**Compliance Determination**

Provide a clear description of your determination and a synopsis of the information that it was based on, such as:

- Map panel numbers and dates
- Names of all consulted parties and relevant consultation dates
- Names of plans or reports and relevant page numbers
- Any additional requirements specific to your region

Map located at <http://www.dcnr.state.pa.us/brc/conservation/rivers/scenicrivers/index.htm>

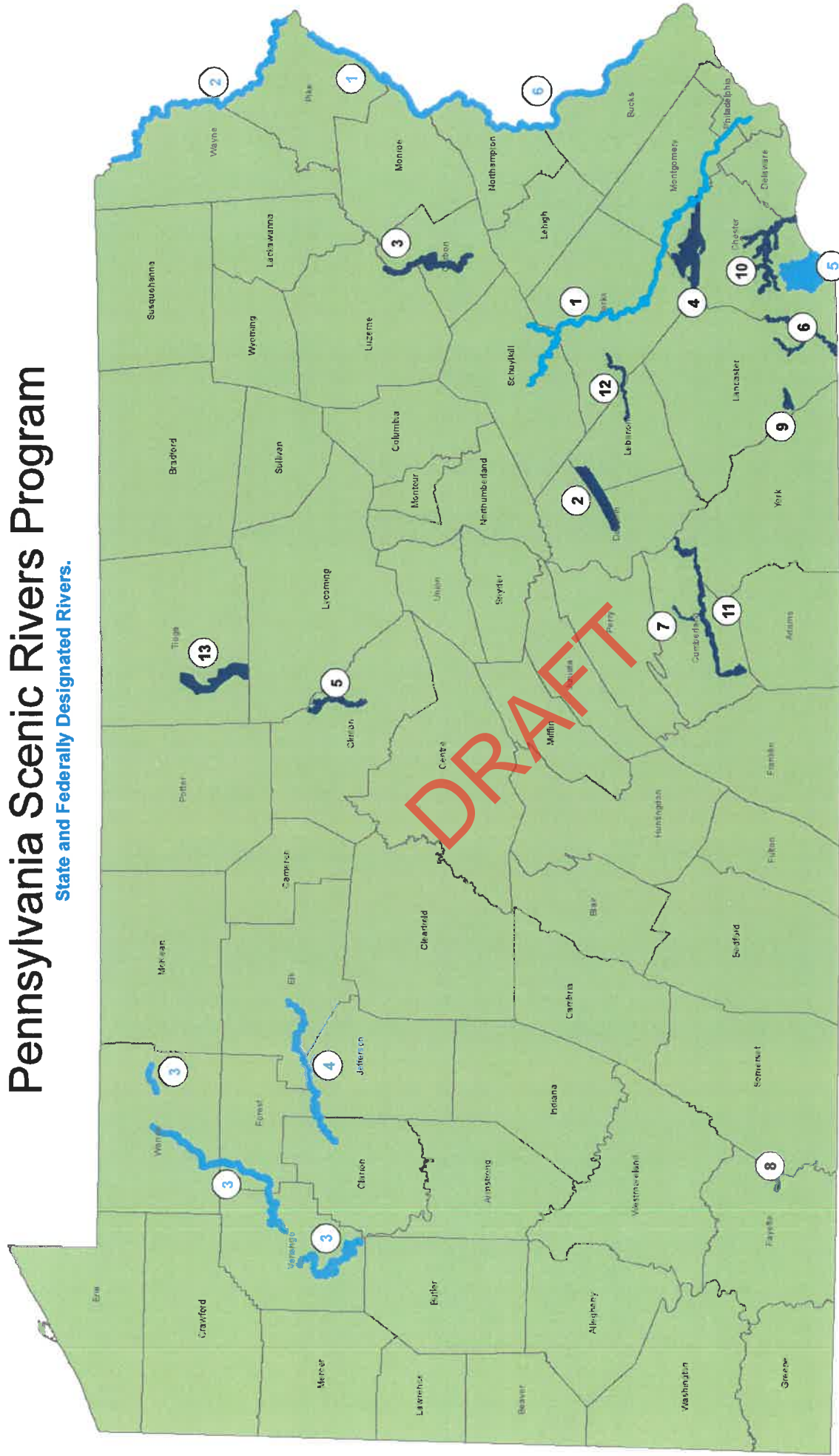
Map located at <http://www.rivers.gov/pennsylvania.php>

**Are formal compliance steps or mitigation required?**

- Yes  
 No

# Pennsylvania Scenic Rivers Program

## State and Federally Designated Rivers.



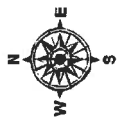
**LEGEND**

**Scenic Rivers**

**Type**

- █ Federal Scenic River
- █ Pennsylvania Scenic River
- █ Counties

Pennsylvania Scenic Rivers		Federal Scenic Rivers	
Name	Date Designated	Name	Date Designated
1 Schuylkill River	November 26, 1978	1 Middle Delaware River	September 1, 1965
2 Stony Creek	March 24, 1980	2 Upper Delaware River	November 10, 1978
3 Lehigh River	April 5, 1982	3 Allegheny River	April 20, 1992
4 French Creek	April 29, 1982	4 Clarion River	October 19, 1996
5 Lick Run	December 17, 1982	5 White Clay Creek	October 19, 1996
6 Octoraro Creek	October 21, 1983	6 Lower Delaware River	November 1, 2000
7 Le Tort Spring Run	March 30, 1988		
8 Bear Run	December 19, 1988		
9 Tuccuan Creek	December 19, 1988		
10 Lower Brandywine	June 16, 1989		
11 Yellow Breeches Creek	December 4, 1992		
12 Tulpehocken Creek	December 4, 1992		
13 Pine Creek	December 4, 1992		





# NATIONAL WILD AND SCENIC RIVERS SYSTEM



- HOME
- NATIONAL SYSTEM
- MANAGEMENT
- RESOURCES
- PUBLICATIONS
- CONTACT US
- KID'S SITE

## PENNSYLVANIA

Pennsylvania has approximately 83,260 miles of river, of which 409.3 miles are designated as wild & scenic—approximately 1/2 of 1% of the state's river miles.

- Allegheny River
- Clarion River
- Delaware River (Lower)
- Delaware River (Middle)
- Delaware River (Upper)
- White Clay Creek

### EXPLORE DESIGNATED RIVERS



Choose a State

Choose a River

*Still, while winters, subtle shades of spring green, lazy summer days, autumns lit with color, rivers in the Northeast showcase the seasons*



DRAFT

- NATIONWIDE RIVERS INVENTORY
- KID'S SITE
- CONTACT US
- PRIVACY NOTICE
- Q & A SEARCH ENGINE
- SITE MAP

Designated Rivers	National System	River Management	Resources
<ul style="list-style-type: none"> <li>About WSR Act</li> <li>State Listings</li> <li>Profile Pages</li> </ul>	<ul style="list-style-type: none"> <li>WSR Table</li> <li>Study Rivers</li> <li>Stewardship</li> <li>WSR Act Legislation</li> </ul>	<ul style="list-style-type: none"> <li>Council</li> <li>Agencies</li> <li>Management Plans</li> <li>GIS Mapping</li> </ul>	<ul style="list-style-type: none"> <li>Q &amp; A Search</li> <li>Bibliography</li> <li>Publications</li> <li>GIS Mapping</li> <li>Logo &amp; Sign Standards Display</li> </ul>





**Pennsylvania Segments**

**Chuck Barscz**  
National Park Service  
Rivers, Trails & Conservation Assistance  
200 Chestnut Street, Rm. 260  
Philadelphia, PA 19106  
(215) 597-6482  
charles\_barscz@nps.gov



River	County	Reach	Length (miles)	Year Listed/Updated	Potential Classification	ORVs	Description
Beech Creek	Centre	Orviston to headwaters	17	1982		R, G	Geologic-(Segment flows through a narrow natural canyon which includes gorges and sheer mountain walls.)  Recreation-(Segment includes, on a seasonal basis, a diversity of gradients including class 3-4 rapids.)
Black Moshannon Creek	Centre	Moshannon Creek to Black Moshannon Dam	22	1982		R	Recreation-(Segment includes a diversity of gradients including Class 3-5 rapids.)
Brandywine Creek	New Castle, Chester, Delaware	Rockland to Chadds Ford Junction	6	1982		R, H, C	Historic-(Segment includes a National Historic Register district in Rockland.)  Recreation-(Unique proximity to urban populations in Wilmington, Newark, and Philadelphia.)  Cultural-(Stream valley has national significance as home of artists in the Wyeth family.)
Casselman River	Somerset	Youghiogheny River to Casselman	14	1982		O	Wild-(Corridor is virtually undeveloped and remote.)

River	County	Reach	Length (miles)	Year Listed/Updated	Potential Classification	ORVs	Description
Clarion River	Clarion, Forest, Jefferson, Elk	Clarion to Ridgeway	53	1982		R	Recreation-(Corridor includes, or is adjacent to, a high diversity of public recreation areas, access sites and natural resource attractions.)
Clarion River	Clarion	Confluence with Allegheny River to Piney Dam Power Station	25	1982		S	Scenic-(Segment includes a unique diversity of views and spatial experiences due to landforms, vegetation, stream channel variation and flow gradients.)
Conewago Creek	Adams	Beaverdam Creek to headwaters	19	1982		G	Geologic-(Segment flows through the unique 680' "Narrows" water gap.)
Conneaut Creek	Ashtabula, Erie	SW limits of Conneaut (City) to Pennside, PA	50	1982		H, O	Botanic-(Rich flora including instances of unique types in Ohio.)  Historic-(A prehistoric earthwork fortification at the Conneaut Works which is a National Historic Register Site.)
Conococheague Creek	Franklin	Maryland state border to Williamson	13	1982		C	Cultural-(Segment includes an exceptional density of stone arch bridges.)
Devils Race Course - Rattling Run	Dauphin	Confluence with Stony Creek to the headwaters	3	1982		O	See Stony Creek comments.
Double Run	Sullivan	Confluence with Loyalsock Creek to headwaters	3	1982		S, R, G, H	See Loyalsock Creek comments.
Dry Run	Sullivan	Confluence with Loyalsock Creek to headwaters	4	1982		S, R, G, H	See Loyalsock Creek comments.
French Creek	Crawford, Erie	Erie-Lackawanna R.R. outside of Cambridge Springs to the Union City Dam	22	1982		O	Botanic-(Area includes the Muddy Creek Swamp which possesses an unusually diverse and complete range of succession types including virgin climax forest stand.)
French Creek	Berks, Chester	Hares Hill Road to the headwaters within Hopewell Village	18	1982		G, H, O	Hydrologic-(Segment is the northernmost, least developed, free-flowing river within the Piedmont Province.)  Historic-(River related National Historic Register sites and a Historic District within the corridor.)  Geologic-(Area includes the unique Falls of French Creek, a series of diabase boulders.)
Hell Run	Lawrence	Confluence with Slippery Rock Creek to Houk Rd. Bridge	2	1982		G, O	See Slippery Rock Creek (segment from Wurtenburg to south of McConnell's Mill) comments.

River	County	Reach	Length (miles)	Year Listed/Updated	Potential Classification	ORVs	Description
Indian Creek	Fayette, Westmoreland	Youghiogheny River to headwaters	21	1982		R	Recreation-(Segment includes a diversity of gradients including Class 3-5 rapids.)
Kettle Creek	Sullivan	Confluence with Loyalsock Creek to headwaters	8	1982		S, R, G, H	See Loyalsock Creek comments.
Kinzua Creek	McKean	Allegheny Reservoir to headwaters	18	1982		H	Historic-(Segment includes the Kinzua Viaduct, a National Historic Register Site, which is the second highest bridge of this type on the North American continent.)
Laurel Hill Creek	Somerset	Ursina to Allen Creek	15	1982		S	Scenic-(Segment includes a significant and diverse juxtaposition and combination of land, land uses, water and vegetative elements.)
Lehigh River	Carbon	Jim Thorpe to Lehigh Tannery	23	1982		R, G	Recreation-(One of the most highly used whitewater runs in the mid-Atlantic region of the northeast United States. Segment includes a diversity of gradients including Class 3-5 rapids.)  Geologic-(Segment includes the Lehigh River Gorge with side walls of approximately 500 feet in height. Within the corridor is Glen Onoko a steep walled canyon of uncut timber and spectacular waterfalls.)
Little Juniata Creek	Blair, Huntingdon	Two miles south of Barree to south of Ironville	10	1982		G	Geologic-(Segment passes through Tussey Mountain where the river winds within 2 miles trench with cliff-like valley walls up to 700' in height.)
Loyalsock Creek	Lycoming, Sullivan	Tiadaghton State Forest to Lopez	36	1982		S, R, G, H	Geologic-(Segment includes a diversity of significant features including the 500' deep canyon gorge, the haystack outcrops, a labyrinth area and numerous waterfalls.)  Scenic-(The canyon vista area affords a diversity of views of the 500' deep canyon gorge.)  Historic-(Corridor includes the Hillsgrove Covered Bridge, a National Historic Register Site.)  Recreation-(Portion of segment is the location for the National Whitewater championships.)
Moshannon Creek	Clearfield, Centre	W. Br. Susquehanna River to Winburne	26	1982		R	Recreation-(Segment possesses a unique combination of access sites, gradients, campsites and natural areas.)
Muddy Creek	Crawford	Confluence with French Creek to the bridge crossing near Eaton Corners	7	1982		O	See French Creek (segment from Erie-Lackawanna R.R. outside of Cambridge Springs to the Union City Dam) comments.

River	County	Reach	Length (miles)	Year Listed/ Updated	Potential Classification	ORVs	Description
Octoraro Creek	Lancaster, Chester	Octoraro Lake to one mile south of Christina	11	1982		G	Geologic-(River flows through a unique valley with cliff-like walls over 250' high.)
Octoraro Creek	Cecil, Lancaster	Camp Horseshoe to Pine Grove	9	1982		O	Botanic-(Corridor includes the highest quality extensive stand of hemlock documented in the Piedmont region. Also adjacent to the river is a red oak community with a regionally unique combination of canopy trees and ferns.)
Penns Creek	Centre, Mifflin, Union	Upstream from Glen Iron to Springs Mill	19	1982		S, G	Geologic-(Segment flows through a lengthy series of water gaps.)  Scenic-(Within the segment is the nationally recognized Poe Paddy Drive, which affords a unique diversity of views due to variations in land forms and river channel.)
Slippery Rock Creek	Lawrence	Wurtenburg to south of McConnells Mill	5	1982		G, O	Botanic-(Segment includes the McConnell's Mill State Park, a National Natural Landmark.)  Geologic-(Segment is unique in that its geologic history represents a deviation from the normal stream erosional evolution. McConnell's Mill gorge, in decided contrast to most river corridors in the region, represents inverse mountainous scenery.)
Slippery Rock Creek	Lawrence	South of Route 422 to east of Elliots Mills	8	1982		G	Geologic-(Segment is a portion of a unique example of a deviation from normal stream erosional evolution.)
Stony Creek	Dauphin	Stony Creek Reservoir to the headwaters near the Appalachian Trail	18	1982		G, O	Wild-(A major portion of the segment corridor and surrounding watersheds are virtually undeveloped and remote.)  Geologic-(Segment includes an undisturbed relic of a former periglacial climate.)

River	County	Reach	Length (miles)	Year Listed/Updated	Potential Classification	ORVs	Description
Susquehanna River	Bradford, Wyoming	Laceyville to south of Rt. 187	28	1982		S, H, O	<p>Historic-(Segment includes the Iroquois "Prayer Rocks"; over this trail traveled the Six Nations war parties against southern Indians; a portion was the site of the colony for refugees from the French Revolution settled in 1793.)</p> <p>Scenic-(A unique, undeveloped view of a large meander.)</p> <p>Hydrologic-(One of the largest (in CFS) free-flowing, relatively undeveloped high order rivers in the northeast.)</p>
Susquehanna River	Wyoming	Tunkhannock to one mile south of Carney Flat	8	1982		G, O	<p>Geologic-(Segment includes a sectionally unique undeveloped meander isolating a piece of land over 2 miles long and a mile wide.)</p> <p>Hydrologic-(One of the largest (in CFS) free-flowing, relatively undeveloped high order rivers in the northeast.)</p>
Susquehanna River	Bradford	North of Towanda to Paines Island	12	1982		O	Hydrologic-(One of the largest (in CFS) free-flowing, relatively undeveloped high order rivers in the northeast.)
Susquehanna River, West Branch	Clearfield, Centre	West of Renova to Karthus	20	1982		S, G	<p>Geologic-("Canyon" reach between Keating and Karthus is the largest gentle water canyon in the northeast.)</p> <p>Scenic-(A wide variety and diversity of unique views and spatial experiences related to the steep and mountainous topography, vegetation cover and diversity of the channel pattern.)</p>
Susquehanna River, West Branch	Lycoming	Muncy to the Montoursville corporate boundary	5	1982		O	Hydrologic-(An excellent example of a relatively undeveloped, high order river.)
Susquehanna River, West Branch	Clearfield, Centre	Karthus to downstream of Walton	19	1982		O	Hydrologic-(An excellent and rare example of a relatively undeveloped river which flows through open low mountains.)
Susquehanna River, West Branch	Clearfield	Dowler Junction to north of Stiffertown	8	1982		O	Hydrologic-(An excellent and rare example of a relatively undeveloped river which flows through open low mountains.)
Susquehanna River, West Branch	Clinton	Queens Run to Young Woman's Creek	18	1982		O	Hydrologic-(An excellent and rare example of a relatively undeveloped high order river which flows through open low mountains.)

## **APPENDIX F**

### **SOLE SOURCE AQUIFERS**

**DRAFT**

**Reconstruction of Clarks Ferry Tavern Project  
Duncannon Borough, Perry County**

**Sole Source Aquifers (CEST and EA)**

General requirements	Legislation	Regulation
The Safe Drinking Water Act of 1974 protects drinking water systems which are the sole or principal drinking water source for an area and which, if contaminated, would create a significant hazard to public health.	Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300f et seq., and 21 U.S.C. 349)	40 CFR Part 149
<b>Reference</b>		
<a href="https://www.hudexchange.info/environmental-review/sole-source-aquifers">https://www.hudexchange.info/environmental-review/sole-source-aquifers</a>		

**1. Is the project located on a sole source aquifer (SSA)<sup>1</sup>?**

- No → *Based on the response, the review is in compliance with this section. Continue to the Worksheet Summary below. Provide documentation used to make your determination, such as a map of your project (or jurisdiction, if appropriate) in relation to the nearest SSA and its source area.*
- Yes → *Continue to Question 2.*

**2. Does your project consist solely of acquisition, leasing, or rehabilitation of an existing building(s)?**

- Yes → *Based on the response, the review is in compliance with this section. Continue to the Worksheet Summary below.*
- No → *Continue to Question 3.*

**3. Does your region have a memorandum of understanding (MOU) or other working agreement with EPA for HUD projects impacting a sole source aquifer?**

Contact your Field or Regional Environmental Officer or visit the HUD webpage at the link above to determine if an MOU or agreement exists in your area.

- Yes → *Provide the MOU or agreement as part of your supporting documentation. Continue to Question 4.*
- No → *Continue to Question 5.*

**4. Does your MOU or working agreement exclude your project from further review?**

- Yes → *Based on the response, the review is in compliance with this section. Continue to the Worksheet Summary below. Provide documentation used to make your determination and document where your project fits within the MOU or agreement.*
- No → *Continue to Question 5.*

---

<sup>1</sup> A sole source aquifer is defined as an aquifer that supplies at least 50 percent of the drinking water consumed in the area overlying the aquifer. This includes streamflow source areas, which are upstream areas of losing streams that flow into the recharge area.

**Reconstruction of Clarks Ferry Tavern Project  
Duncannon Borough, Perry County**

**5. Will the proposed project contaminate the aquifer and create a significant hazard to public health?**

Consult with your Regional EPA Office. Your consultation request should include detailed information about your proposed project and its relationship to the aquifer and associated streamflow source area. EPA will also want to know about water, storm water and waste water at the proposed project. Follow your MOU or working agreement or contact your Regional EPA office for specific information you may need to provide. EPA may request additional information if impacts to the aquifer are questionable after this information is submitted for review.

No → *Based on the response, the review is in compliance with this section. Continue to the Worksheet Summary below. Provide your correspondence with the EPA and all documents used to make your determination.*

Yes → *Work with EPA to develop mitigation measures. If mitigation measures are approved, attach correspondence with EPA and include the mitigation measures in your environmental review documents and project contracts. If EPA determines that the project continues to pose a significant risk to the aquifer, federal financial assistance must be denied. Continue to Question 6.*

**6. In order to continue with the project, any threat must be mitigated, and all mitigation must be approved by the EPA. Explain in detail the proposed measures that can be implemented to mitigate for the impact or effect, including the timeline for implementation.**

→ *Continue to the Worksheet Summary below. Provide documentation of the consultation (including the Managing Agency's concurrence) and any other documentation used to make your determination.*

**Worksheet Summary**

**Compliance Determination**

Provide a clear description of your determination and a synopsis of the information that it was based on, such as:

- Map panel numbers and dates
- Names of all consulted parties and relevant consultation dates
- Names of plans or reports and relevant page numbers
- Any additional requirements specific to your region

Region 3 Water Protection Division Sole Source Aquifer Program Map located at:  
<http://epa.gov.reg3wapd/presentations.ssa/>

**Are formal compliance steps or mitigation required?**

- Yes  
 No



## Region 3 Water Protection Division Sole Source Aquifer Program

[What is a sole source aquifer? \(and other information\)](#)

Click on the aquifer system name in the list below or on the map to access individual maps (note: pages contain frames).

- [Columbia and Yorktown-Eastover Multiaquifer](#)
- [Maryland Piedmont Aquifer](#)
- [New Jersey Coastal Plain Aquifer](#)
- [Poolesville Area Aquifer](#)
- [Prospect Hill Aquifer](#)
- [Seven Valleys Aquifer](#)



## **APPENDIX G**

### **FARMLAND PROTECTION**

**DRAFT**

**Reconstruction of Clarks Ferry Tavern Project  
Duncannon Borough, Perry County**

**Farmlands Protection (CEST and EA)**

General requirements	Legislation	Regulation
The Farmland Protection Policy Act (FPPA) discourages federal activities that would convert farmland to nonagricultural purposes.	Farmland Protection Policy Act of 1981 (7 U.S.C. 4201 et seq.)	7 CFR Part 658
<b>Reference</b>		
<a href="https://www.hudexchange.info/environmental-review/farmlands-protection">https://www.hudexchange.info/environmental-review/farmlands-protection</a>		

**1. Does your project include any activities, including new construction, acquisition of undeveloped land or conversion, that could convert agricultural land to a Non-agricultural use?**

- Yes → *Continue to Question 2.*  
 No

**Explain how you determined that agricultural land would not be converted:**

Consultation with Perry County Conservation District.

→ *Based on the response, the review is in compliance with this section. Continue to the Worksheet Summary below. Provide any documentation supporting your determination.*

**2. Does “important farmland,” including prime farmland, unique farmland, or farmland of statewide or local importance regulated under the Farmland Protection Policy Act, occur on the project site?**

You may use the links below to determine important farmland occurs on the project site:

- Utilize USDA Natural Resources Conservation Service’s (NRCS) Web Soil Survey <http://websoilsurvey.nrcs.usda.gov/app/HomePage.htm>
- Check with your city or county’s planning department and ask them to document if the project is on land regulated by the FPPA (zoning important farmland as Non- agricultural does Not exempt it from FPPA requirements)
- Contact NRCS at the local USDA service center <http://offices.sc.egov.usda.gov/locator/app?agency=nrcs> or your NRCS state soil scientist [http://soils.usda.gov/contact/state\\_offices/](http://soils.usda.gov/contact/state_offices/) for assistance

No → *Based on the response, the review is in compliance with this section. Continue to the Worksheet Summary below. Provide any documents used to make your determination.*

Yes → *Continue to Question 3.*

**Reconstruction of Clarks Ferry Tavern Project  
Duncannon Borough, Perry County**

**3. Consider alternatives to completing the project on important farmland and means of avoiding impacts to important farmland.**

- Complete form AD-1006, "Farmland Conversion Impact Rating"  
[http://www.nrcs.usda.gov/Internet/FSE\\_DOCUMENTS/stelprdb1045394.pdf](http://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/stelprdb1045394.pdf) and contact the state soil scientist before sending it to the local NRCS District Conservationist.
- (NOTE: for corridor type projects, use instead form NRCS-CPA-106, "Farmland Conversion Impact Rating for Corridor Type Projects:  
[http://www.nrcs.usda.gov/Internet/FSE\\_DOCUMENTS/stelprdb1045395.pdf](http://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/stelprdb1045395.pdf).)
- Work with NRCS to minimize the impact of the project on the protected farmland.
- When you have finished with your analysis, return a copy of form AD-1006 (or form NRCS-CPA-106 if applicable) to the USDA-NRCS State Soil Scientist or his/her designee informing them of your determination.

**Document your conclusion:**

- Project will proceed with mitigation.

**Explain in detail the proposed measures that must be implemented to mitigate for the impact or effect, including the timeline for implementation.**

→ *Based on the response, the review is in compliance with this section. Continue to the Worksheet Summary below. Provide form AD-1006 and all other documents used to make your determination.*

- Project will proceed without mitigation.

**Explain why mitigation will not be made here:**

→ *Based on the response, the review is in compliance with this section. Continue to the Worksheet Summary below. Provide form AD-1006 and all other documents used to make your determination.*

**Reconstruction of Clarks Ferry Tavern Project  
Duncannon Borough, Perry County**

**Worksheet Summary**

**Compliance Determination**

Provide a clear description of your determination and a synopsis of the information that it was based on, such as:

- Map panel numbers and dates
- Names of all consulted parties and relevant consultation dates
- Names of plans or reports and relevant page numbers
- Any additional requirements specific to your region

Consultation 4/24/2024 with:

- U.S. Army Corps of Engineers
- PEMA
- FEMA
- Perry County Historical Society
- State Historic Preservation Office
- Perry County Conservation
- Environmental Protection Agency
- PennDOT
- Duncannon Borough
- Perry County Planning
- Pennsylvania Department of Community and Economic Development

No additional requirements identified from consultations.

**Are formal compliance steps or mitigation required?**

- Yes  
 No

Soil Map—Perry County, Pennsylvania  
(Reconstruction of Clarke's Ferry Tavern Project)



Map Scale: 1:275 if printed on A landscape (11" x 8.5") sheet.  
Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 18N WGS84

0 4 8 16 32  
0 10 20 40 60  
Meters  
Feet

## MAP LEGEND

 Area of Interest (AOI)	 Spoil Area
 Soils	 Stony Spot
 Soil Map Unit Polygons	 Very Stony Spot
 Soil Map Unit Lines	 Wet Spot
 Soil Map Unit Points	 Other
<b>Special Point Features</b>	 Special Line Features
 Blowout	 Water Features
 Borrow Pit	 Streams and Canals
 Clay Spot	 Transportation
 Closed Depression	 Rails
 Gravel Pit	 Interstate Highways
 Gravelly Spot	 US Routes
 Landfill	 Major Roads
 Lava Flow	 Local Roads
 Marsh or swamp	 Background
 Mine or Quarry	 Aerial Photography
 Miscellaneous Water	
 Perennial Water	
 Rock Outcrop	
 Saline Spot	
 Sandy Spot	
 Severely Eroded Spot	
 Sinkhole	
 Slide or Slip	
 Sodic Spot	

## MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:15,800.

**Warning:** Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
Web Soil Survey URL:  
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Perry County, Pennsylvania  
Survey Area Data: Version 19, Sep 7, 2023

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jul 6, 2020—Nov 7, 2020

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

### Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
EuA	Blindsboro silt loam, 0 to 5 percent slopes	0.1	100.0%
<b>Totals for Area of Interest</b>		<b>0.1</b>	<b>100.0%</b>

DRAFT



## **APPENDIX H**

# **TRANSPORTATION AND AVIATION**

**DRAFT**

**Reconstruction of Clarks Ferry Tavern Project  
Duncannon Borough, Perry County**

**Airport Hazards (CEST and EA)**

General policy	Legislation	Regulation
It is HUD's policy to apply standards to prevent incompatible development around civil airports and military airfields.		24 CFR Part 51 Subpart D
References		
<a href="https://www.hudexchange.info/environmental-review/airport-hazards">https://www.hudexchange.info/environmental-review/airport-hazards</a>		

**1. To ensure compatible land use development, you must determine your site's proximity to civil and military airports. Is your project within 15,000 feet of a military airport or 2,500 feet of a civilian airport?**

No → *Based on the response, the review is in compliance with this section. Continue to the Worksheet Summary below. Provide a map showing that the site is not within the applicable distances to a military or civilian airport.*

Yes → *Continue to Question 2.*

**1. Is your project located within a Runway Potential Zone/Clear Zone (RPZ/CZ) or Accident Potential Zone (APZ)?**

Yes, project is in an APZ → *Continue to Question 3.*

Yes, project is an RPZ/CZ → *Project cannot proceed at this location.*

No, project is not within an APZ or RPZ/CZ

→ *Based on the response, the review is in compliance with this section. Continue to the Worksheet Summary below. Provide a map showing that the site is not within either zone.*

**2. Is the project in conformance with DOD guidelines for APZ?**

Yes, project is consistent with DOD guidelines without further action.

**Explain how you determined that the project is consistent:**

→ *Based on the response, the review is in compliance with this section. Continue to the Worksheet Summary below. Provide any documentation supporting this determination.*

No, the project cannot be brought into conformance with DOD guidelines and has not been approved. → *Project cannot proceed at this location.*

**Reconstruction of Clarks Ferry Tavern Project  
Duncannon Borough, Perry County**

- Project is not consistent with DOD guidelines, but it has been approved by Certifying Officer or HUD Approving Official.

**Explain approval process:**

**If mitigation measures have been or will be taken, explain in detail the proposed measures that must be implemented to mitigate for the impact or effect, including the timeline for implementation.**

→ *Based on the response, the review is in compliance with this section. Continue to the Worksheet Summary below. Provide any documentation supporting this determination.*

**Worksheet Summary**

**Compliance Determination**

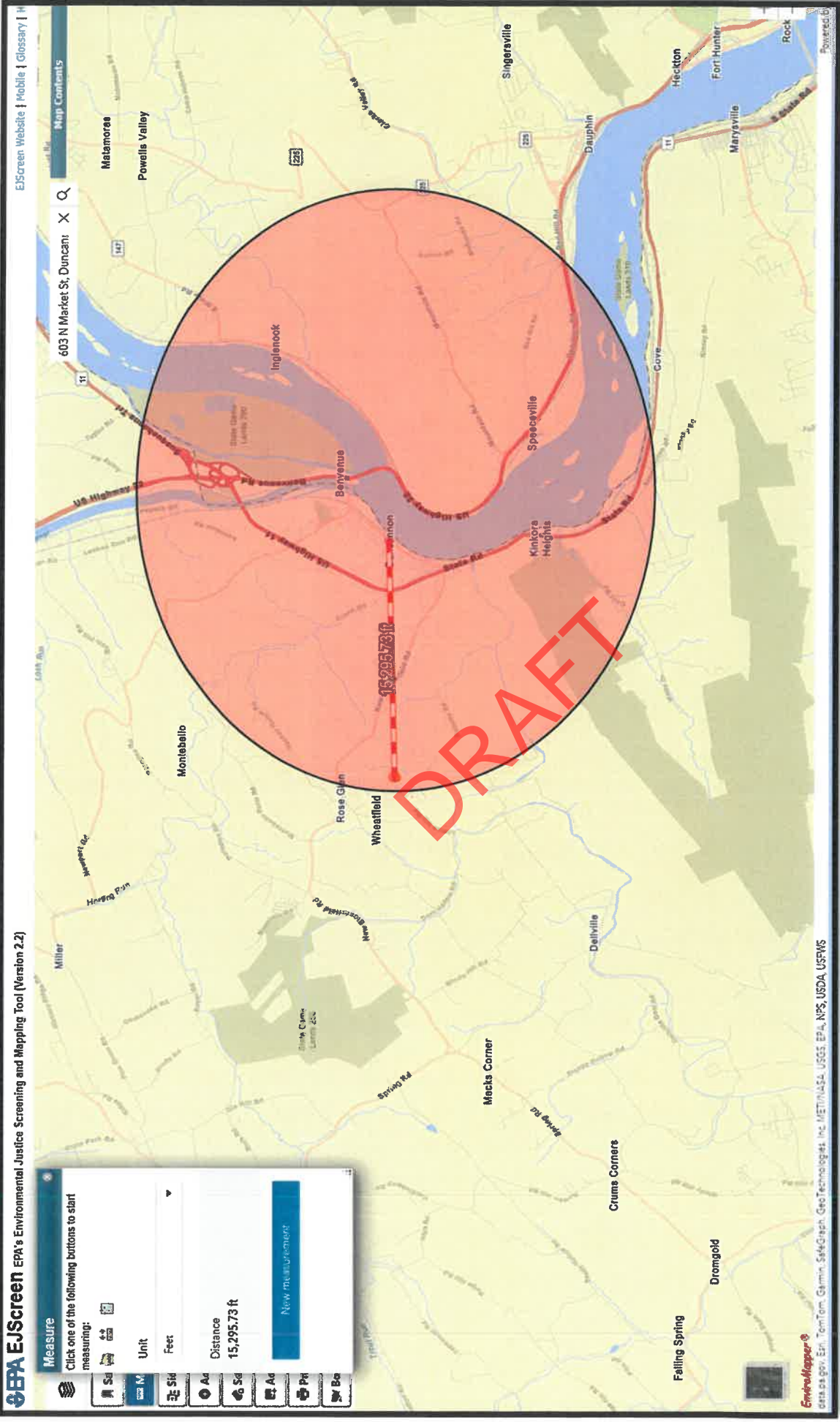
Provide a clear description of your determination and a synopsis of the information that it was based on, such as:

- Map panel numbers and dates
- Names of all consulted parties and relevant consultation dates
- Names of plans or reports and relevant page numbers
- Any additional requirements specific to your region

The Environmental Justice Map measurement shows no civilian airports within 2,500 feet of the project and no military airports within 15,000 feet of the project.

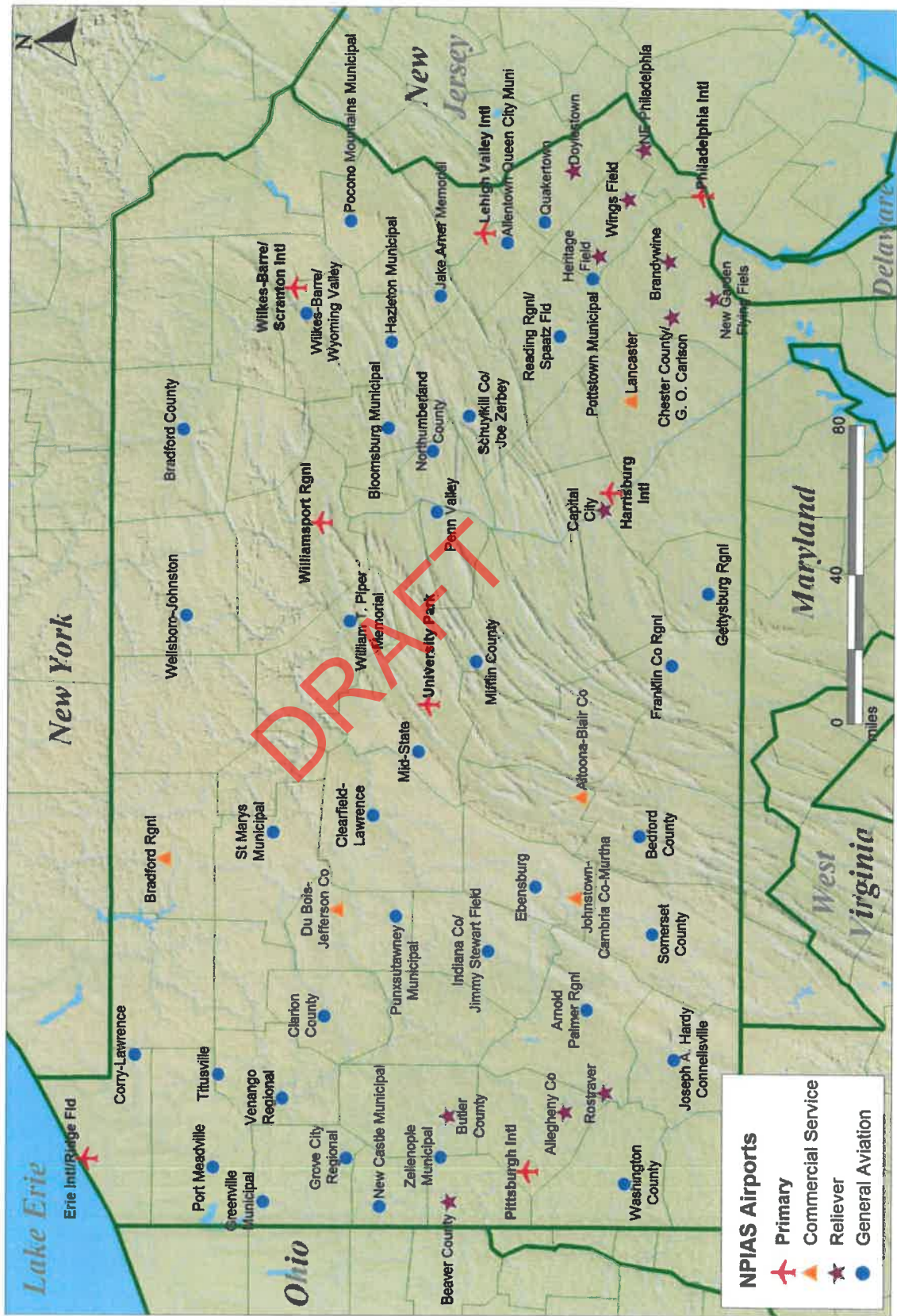
**Are formal compliance steps or mitigation required?**

- Yes  
 No



Airport  
 Reconstruction of Clarks Ferry Tavern Project  
 603 North Market Street, Duncannon, PA 17020  
 Perry County  
 Project is not within 2,500' of a civilian airport nor 15,000' of a military airport.

# Pennsylvania





# NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION

**PLEASE TYPE OR PRINT ALL INFORMATION IN BLUE OR BLACK INK** DATE: \_\_\_\_\_

**SPONSOR INFORMATION**

NAME OF SPONSOR				SPONSOR'S REPRESENTATIVE (If different than Sponsor)			
DAYTIME PHONE NUMBER		EMAIL OR FAX NUMBER		DAYTIME PHONE NUMBER		EMAIL OR FAX NUMBER	
STREET ADDRESS/P.O. BOX				STREET ADDRESS/P.O. BOX			
CITY		STATE	ZIP CODE	CITY		STATE	ZIP CODE

**NATURE OF PROPOSAL**

<b>A. NOTICE OF:</b> <input type="checkbox"/> New Construction <input type="checkbox"/> Alteration	<b>B. DURATION:</b> <input type="checkbox"/> Permanent <input type="checkbox"/> Temporary (____ months, ____ days)	<b>C. WORK SCHEDULE DATES:</b> Beginning _____ End _____
<b>D. DESCRIPTION OF PROPOSAL</b> Include sketches, diagrams and/or maps as necessary to depict the location or structures. <input type="checkbox"/> Antenna Tower <input type="checkbox"/> Crane <input type="checkbox"/> Building <input type="checkbox"/> Landfill <input type="checkbox"/> Wind Turbine <input type="checkbox"/> Pole <input type="checkbox"/> Antenna Extension <input type="checkbox"/> Other _____ _____ _____		

**LOCATION OF STRUCTURE** **HEIGHT & ELEVATION**  
(Complete to nearest foot)

<b>A. Coordinates:</b> (To nearest second)	<b>B. Nearest City or Town, and State:</b>	<b>C. Name of nearest airport, heliport or seaplane base:</b>	<b>A. ELEVATION OF SITE:</b> (above mean sea level)	
°   '   '' <b>LATITUDE</b>	<b>D. County</b>	Distance from C: _____ miles	<b>B. HEIGHT OF STRUCTURE:</b> Including all appurtenances and lighting (if any) above ground level.	
°   '   '' <b>LONGITUDE</b>		Direction from structure to airport:	<b>C. OVERALL HEIGHT:</b> (above mean sea level (A + B))	

**CERTIFICATION**

I HEREBY CERTIFY that all of the above statements made by me are true, complete, and correct to the best of my knowledge. In addition, I agree to obstruction mark and/or light the structure in accordance with established marking and lighting standards if necessary.

DATE: T	NAME/TITLE OF PERSON FILING NOTICE (Print):	SIGNATURE:
---------	---	------------

**FOR BUREAU OF AVIATION USE ONLY**

**THE PROPOSAL:**

IS NOT IDENTIFIED AS AN OBSTRUCTION under any standard of FAR Part 77, Subpart C and PA Aviation Code, Act 1984-164.

IS IDENTIFIED AS AN OBSTRUCTION under the standards of FAR Part 77, Subpart C and PA Aviation Code, Act 1984-164.

Should be obstruction  marked,  lighted per FAA Advisory Circular 70/7460-1. Chapter(s) 3 & 4.

Obstruction marking and lighting are not necessary.

Proposal was determined to be a NON-COMPATIBLE LAND USE in accordance with Pennsylvania Airport Land Use Compatibility Guidelines.

**NOTE:** A Notice is required anytime the project is abandoned and when construction is completed.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

T **NOTICE OF PROPOSED DEVELOPMENT OR ALTERATION (AV-57)**

**REFERENCES:**

- A. Department of Transportation Aviation Regulations, Chapter 471, Title 67, PA Consolidated Statutes.  
**Sec. 479.4. AIRPORT OBSTRUCTIONS**

A person who plans to erect a new structure, to add to an existing structure, or to erect or maintain any object (natural or man-made), as defined in 14 Code of Federal Regulations Part 77.9 (as amended or replaced), shall first obtain approval from the Department by submitting a written notice (Form AV-57) to the Department at least thirty (30) days prior to commencement thereof.

- B. Federal Air Regulation, Part 77 and Part 157

**§77.9 CONSTRUCTION OR ALTERATION REQUIRING NOTICE**

If requested by the FAA, or if you propose any of the following types of construction or alteration, you must file notice with the FAA of:

- (a) Any construction or alteration of more than 200 feet in height above the ground level at its site.
- (b) Any construction or alteration of greater height than an imaginary surface extending outward and upward at one of the following slopes:
  - (1) 100 to 1 for a horizontal distance of 20,000 feet from the nearest point of the nearest runway of each airport described in subparagraph (d) of this paragraph with at least one runway more than 3,200 feet in actual length, excluding heliports.
  - (2) 50 to 1 for a horizontal distance of 10,000 feet from the nearest point of the nearest runway of each airport described in subparagraph (d) of this paragraph with its longest runway no more than 3,200 feet in actual length, excluding heliports.
  - (3) 25 to 1 for a horizontal distance of 5,000 feet from the nearest point of the nearest landing and takeoff area of each heliport described in subparagraph (d) of this paragraph.
- (c) Any highway, railroad, or other traverse way for mobile objects, of a height which, if adjusted upward 17 feet for an interstate Highway that is part of the National System of Military and Interstate Highways where overcrossings are designed for a minimum of 17 feet vertical distance, 15 feet for any other public roadway, 10 feet or the height of the highest mobile object that would normally traverse the road, whichever is greater, for a private road, 23 feet for a railroad, and for a waterway or any other traverse way not previously mentioned, an amount equal to the height of the highest mobile object that would normally traverse it, would exceed a standard of subparagraph (a) or (b) of this paragraph.
- (d) Any construction or alteration on any of the following airports (and heliports):
  - (1) An airport that is available for public use and is listed in the Airport Directory of the current Airman's Information Manual or in either the Alaska or Pacific Airman's Guide and Chart Supplement.
  - (2) An airport under construction, that is the subject of a notice or proposal on file with the Federal Aviation Administration, and except for military airports, it is clearly indicated that that airport will be available for public use.
  - (3) An airport that is operated by an armed force of the United States.
  - (4) An airport or heliport with at least one FAA-approved instrument approach procedure.

**INSTRUCTIONS:**

1. Complete all applicable sections of the form:
  - (a) Sponsor Information (and point of contact if different than sponsor).
  - (b) Nature of Proposal: List type of notice, duration of proposal, work dates, and full description of the proposal (Include sketches, diagrams and/or maps as necessary to depict the location or structures.)
  - (c) Location of Structure: Enter exact latitude/longitudinal coordinates of the structure(s). Indicate County, nearest city or town, and proximity to nearest airport (public or private).
  - (d) Height and Elevation: Enter the base elevation of the site, the height of the structure, and the overall height projected above mean sea level - to the nearest foot.
  - (e) Certification: Owner/authorized agent must sign and date.

Please mail the completed notice to: PA Department of Transportation  
Bureau of Aviation  
P.O. Box 3457  
Harrisburg, PA 17105

## **APPENDIX I**

### **NOISE ABATEMENT AND CONTROL**

**DRAFT**



**Reconstruction of Clarks Ferry Tavern Project  
Duncannon Borough, Perry County**

**Noise (EA Level Reviews)**

General requirements	Legislation	Regulation
HUD's noise regulations protect residential properties from excessive noise exposure. HUD encourages mitigation as appropriate.	Noise Control Act of 1972  General Services Administration Federal Management Circular 75-2: "Compatible Land Uses at Federal Airfields"	Title 24 CFR 51 Subpart B
References		
<a href="https://www.hudexchange.info/programs/environmental-review/noise-abatement-and-control">https://www.hudexchange.info/programs/environmental-review/noise-abatement-and-control</a>		

**1. What activities does your project involve? Check all that apply:**

- New construction for residential use

NOTE: HUD assistance to new construction projects is generally prohibited if they are located in an Unacceptable zone, and HUD discourages assistance for new construction projects in Normally Unacceptable zones. See 24 CFR 51.101(a)(3) for further details.  
→ Continue to Question 2.

- Rehabilitation of an existing residential property

NOTE: For major or substantial rehabilitation in Normally Unacceptable zones, HUD encourages mitigation to reduce levels to acceptable compliance standards. For major rehabilitation in Unacceptable zones, HUD strongly encourages mitigation to reduce levels to acceptable compliance standards. See 24 CFR 51 Subpart B for further details.  
→ Continue to Question 2.

A research demonstration project which does not result in new construction or reconstruction, interstate, land sales registration, or any timely emergency assistance under disaster assistance provisions or appropriations which are provided to save lives, protect property, protect public health and safety, remove debris and wreckage, or assistance that has the effect of restoring facilities substantially as they existed prior to the disaster  
→ Based on the response, the review is in compliance with this section. Continue to the Worksheet Summary below.

- None of the above

→ Based on the response, the review is in compliance with this section. Continue to the Worksheet Summary below.

**2. Complete the Preliminary Screening to identify potential noise generators in the vicinity (1000' from a major road, 3000' from a railroad, or 15 miles from an airport).**

**Indicate the findings of the Preliminary Screening below:**

- There are no noise generators found within the threshold distances above.

→ Based on the response, the review is in compliance with this section. Continue to the Worksheet Summary below. Provide a map showing the location of the project relative to any noise generators.

- Noise generators were found within the threshold distances.

**Reconstruction of Clarks Ferry Tavern Project  
Duncannon Borough, Perry County**

→ Continue to Question 3.

**3. Complete the Noise Assessment Guidelines to quantify the noise exposure. Indicate the findings of the Noise Assessment below:**

Acceptable: (65 decibels or less; the ceiling may be shifted to 70 decibels in circumstances described in §24 CFR 51.105(a))

Indicate noise level here:

→ Based on the response, the review is in compliance with this section. Continue to the Worksheet Summary below. Provide noise analysis, including noise level and data used to complete the analysis.

Normally Unacceptable: (Above 65 decibels but not exceeding 75 decibels; the floor may be shifted to 70 decibels in circumstances described in 24 CFR 51.105(a))

Indicate noise level here:

If project is rehabilitation:

→ Continue to Question 4. Provide noise analysis, including noise level and data used to complete the analysis.

If project is new construction:

**Is the project in a largely undeveloped area<sup>2</sup>?**

No

→ Continue to Question 4. Provide noise analysis, including noise level and data used to complete the analysis, and any other relevant information.

Yes

→ Your project requires completion of an Environmental Impact Statement (EIS) pursuant to 51.104(b)(1)(i). Elevate this review to an EIS-level review.

Unacceptable: (Above 75 decibels)

Indicate noise level here:

If project is rehabilitation:

HUD strongly encourages conversion of noise-exposed sites to land uses compatible with high noise levels. Consider converting this property to a non-residential use compatible with high noise levels.

→ Continue to Question 4. Provide noise analysis, including noise level and data used to complete the analysis, and any other relevant information.

If project is new construction:

Your project requires completion of an Environmental Impact Statement (EIS) pursuant to 51.104(b)(1)(i). You may either complete an EIS or provide a waiver signed by the appropriate authority. Indicate your choice:

<sup>2</sup> A largely undeveloped area means the area within 2 miles of the project site is less than 50 percent developed with urban uses or does not have water and sewer capacity to serve the project.

**Reconstruction of Clarks Ferry Tavern Project  
Duncannon Borough, Perry County**

Convert to an EIS

→ Provide noise analysis, including noise level and data used to complete the analysis.

Continue to Question 4.

Provide waiver

→ Provide an Environmental Impact Statement waiver from the Certifying Officer or the Assistant Secretary for Community Planning and Development per 24 CFR 51.104(b)(2) and noise analysis, including noise level and data used to complete the analysis.

Continue to Question 4.

- 4. HUD strongly encourages mitigation be used to eliminate adverse noise impacts. Explain in detail the exact measures that must be implemented to mitigate for the impact or effect, including the timeline for implementation. This information will be automatically included in the Mitigation summary for the environmental review.**

Mitigation as follows will be implemented:

**DRAFT**

→ Provide drawings, specifications, and other materials as needed to describe the project's noise mitigation measures. Continue to the Worksheet Summary.

No mitigation is necessary.

**Explain why mitigation will not be made here:**

→ Continue to the Worksheet Summary.

**Reconstruction of Clarks Ferry Tavern Project  
Duncannon Borough, Perry County**

**Worksheet Summary**

**Compliance Determination**

Provide a clear description of your determination and a synopsis of the information that it was based on, such as:

- Map panel numbers and dates
- Names of all consulted parties and relevant consultation dates
- Names of plans or reports and relevant page numbers
- Any additional requirements specific to your region

**Are formal compliance steps or mitigation required?**

- Yes
- No

DRAFT

**APPENDIX J**

**ENVIRONMENTAL JUSTICE**

**DRAFT**

**Reconstruction of Clarks Ferry Tavern Project  
Duncannon Borough, Perry County**

**Environmental Justice (CEST and EA)**

General requirements	Legislation	Regulation
Determine if the project creates adverse environmental impacts upon a low-income or minority community. If it does, engage the community in meaningful participation about mitigating the impacts or move the project.	Executive Order 12898	
<b>References</b>		
<a href="https://www.hudexchange.info/environmental-review/environmental-justice">https://www.hudexchange.info/environmental-review/environmental-justice</a>		

**HUD strongly encourages starting the Environmental Justice analysis only after all other laws and authorities, including Environmental Assessment factors if necessary, have been completed.**

**1. Were any adverse environmental impacts identified in any other compliance review portion of this project’s total environmental review?**

Yes → Continue to Question 2.

No → Based on the response, the review is in compliance with this section. Continue to the Worksheet Summary below.

**2. Were these adverse environmental impacts disproportionately high for low-income and/or minority communities?**

Yes

**Explain:**

→ Continue to Question 3. Provide any supporting documentation.

No

**Explain:**

→ Continue to Question 3. Provide any supporting documentation.

**Reconstruction of Clarks Ferry Tavern Project  
Duncannon Borough, Perry County**

**3. All adverse impacts should be mitigated. Explain in detail the proposed measures that must be implemented to mitigate for the impact or effect, including the timeline for implementation.**

Mitigation as follows will be implemented:

→ Continue to Question 4.

No mitigation is necessary.

**Explain why mitigation will not be made here:**

→ Continue to Question 4.

**4. Describe how the affected low-income or minority community was engaged or meaningfully involved in the decision on what mitigation actions, if any, will be taken.**

→ Continue to the Worksheet Summary and provide any supporting documentation.

**Worksheet Summary**

**Compliance Determination**

Provide a clear description of your determination and a synopsis of the information that it was based on, such as:

- Map panel numbers and dates
- Names of all consulted parties and relevant consultation dates
- Names of plans or reports and relevant page numbers
- Any additional requirements specific to your region

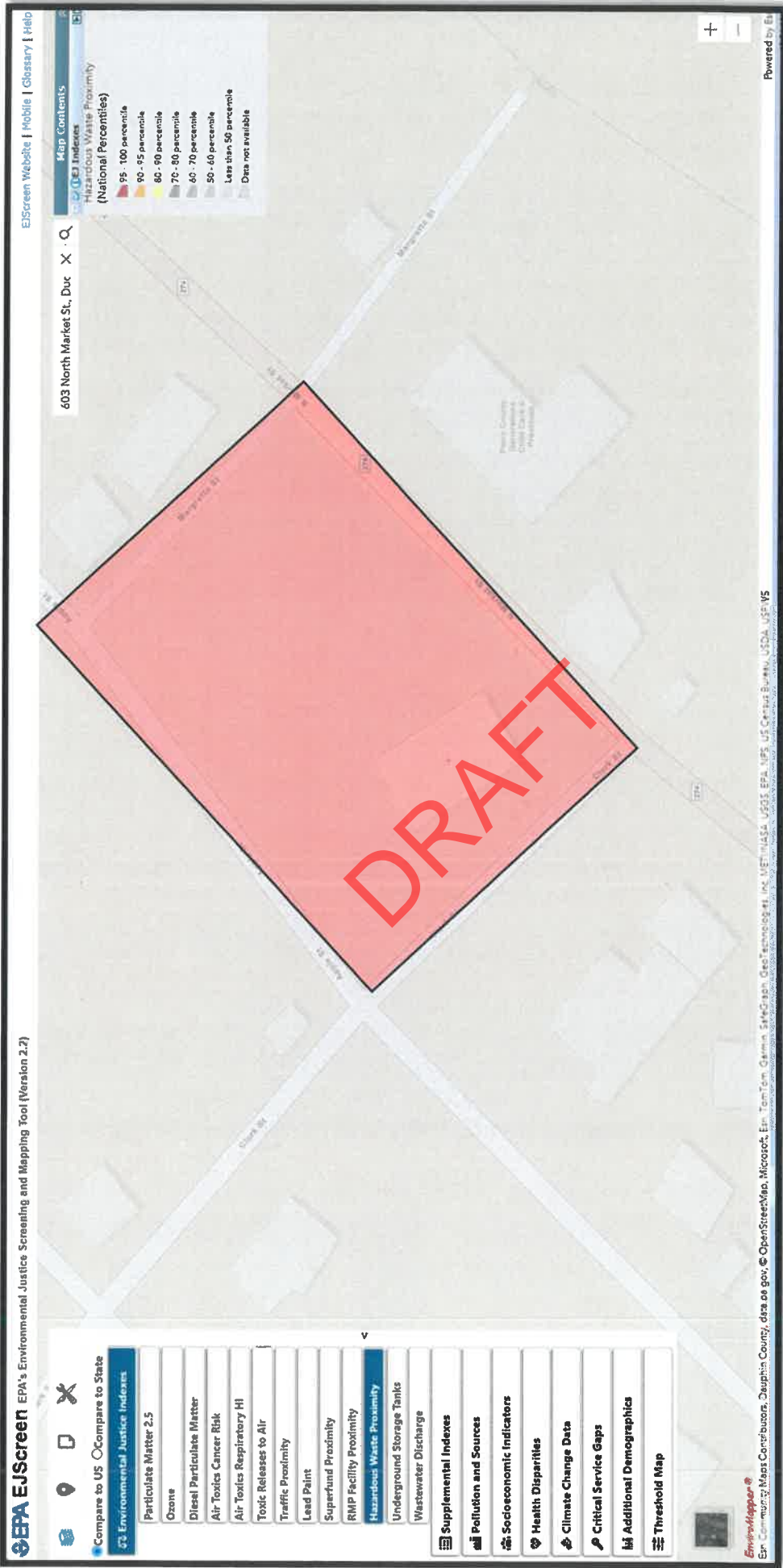
Consultation 4/24/2024 with:

- U.S. Army Corps of Engineers
- PEMA
- FEMA
- Perry County Historical Society
- State Historic Preservation Office
- Perry County Conservation
- Environmental Protection Agency
- PennDOT
- Duncannon Borough
- Perry County Planning
- Pennsylvania Department of Community and Economic Development

No additional requirements identified from consultations.

**Are formal compliance steps or mitigation required?**

- Yes  
 No



Environmental Justice

**Reconstruction of Clarks Ferry Tavern Project**

603 North Market Street, Duncannon, PA 17020

Perry County



## **APPENDIX K**

### **CONTAMINATION AND TOXIC SUBSTANCES**

#### **EXPLOSIVE AND FLAMMABLE HAZARDS**

**DRAFT**

**Reconstruction of Clarks Ferry Tavern Project  
Duncannon Borough, Perry County**

**Contamination and Toxic Substances (Multifamily and Non-Residential Properties)**

General requirements	Legislation	Regulations
It is HUD policy that all properties that are being proposed for use in HUD programs be free of hazardous materials, contamination, toxic chemicals and gases, and radioactive substances, where a hazard could affect the health and safety of the occupants or conflict with the intended utilization of the property.		24 CFR 58.5(i)(2) 24 CFR 50.3(i)
<b>Reference</b>		
<a href="https://www.hudexchange.info/programs/environmental-review/site-contamination">https://www.hudexchange.info/programs/environmental-review/site-contamination</a>		

**1. How was site contamination evaluated?<sup>1</sup> Select all that apply.**

- ASTM Phase I ESA
- ASTM Phase II ESA
- Remediation or clean-up plan
- ASTM Vapor Encroachment Screening
- None of the above

→ Provide documentation and reports and include an explanation of how site contamination was evaluated in the Worksheet Summary.

Continue to Question 2.

**2. Were any on-site or nearby toxic, hazardous, or radioactive substances found that could affect the health and safety of project occupants or conflict with the intended use of the property? (Were any recognized environmental conditions or RECs identified in a Phase I ESA and confirmed in a Phase II ESA?)**

- No

**Explain:**

→ Based on the response, the review is in compliance with this section. Continue to the Worksheet Summary below.

- Yes.

→ Describe the findings, including any recognized environmental conditions (RECs), in Worksheet Summary below. Continue to Question 3.

<sup>1</sup> HUD regulations at 24 CFR § 58.5(i)(2)(ii) require that the environmental review for multifamily housing with five or more dwelling units or Non-residential property include the evaluation of previous uses of the site or other evidence of contamination on or near the site. For acquisition and new construction of multifamily and Nonresidential properties HUD strongly advises the review include an ASTM Phase I Environmental Site Assessment (ESA) to meet real estate transaction standards of due diligence and to help ensure compliance with HUD’s toxic policy at 24 CFR §58.5(i) and 24 CFR §50.3(i). Also note that some HUD programs require an ASTM Phase I ESA.

**Reconstruction of Clarks Ferry Tavern Project  
Duncannon Borough, Perry County**

**3. Mitigation**

Document the mitigation needed according to the requirements of the appropriate federal, state, tribal, or local oversight agency. If the adverse environmental effects cannot be mitigated, then HUD assistance may not be used for the project at this site.

**Can adverse environmental impacts be mitigated?**

Adverse environmental impacts cannot feasibly be mitigated

→ Project cannot proceed at this location.

Yes, adverse environmental impacts can be eliminated through mitigation.

→ *Provide all mitigation requirements<sup>2</sup> and documents. Continue to Question 4.*

**4. Describe how compliance was achieved. Include any of the following that apply: State Voluntary Clean-up Program, a No Further Action letter, use of engineering controls<sup>3</sup>, or use of institutional controls<sup>4</sup>.**

**If a remediation plan or clean-up program was necessary, which standard does it follow?**

Complete removal

→ *Continue to the Worksheet Summary.*

Risk-based corrective action (RBCA)

→ *Continue to the Worksheet Summary.*

---

<sup>2</sup> Mitigation requirements include all clean-up actions required by applicable federal, state, tribal, or local law. Additionally, provide, as applicable, the long-term operations and maintenance plan, Remedial Action Work Plan, and other equivalent documents.

<sup>3</sup> Engineering controls are any physical mechanism used to contain or stabilize contamination or ensure the effectiveness of a remedial action. Engineering controls may include, without limitation, caps, covers, dikes, trenches, leachate collection systems, signs, fences, physical access controls, ground water monitoring systems and ground water containment systems including, without limitation, slurry walls and ground water pumping systems

<sup>4</sup> Institutional controls are mechanisms used to limit human activities at or near a contaminated site, or to ensure the effectiveness of the remedial action over time, when contaminants remain at a site at levels above the applicable remediation standard which would allow for unrestricted use of the property. Institutional controls may include structure, land, and natural resource use restrictions, well restriction areas, classification exception areas, deed notices, and declarations of environmental restrictions.

**Reconstruction of Clarks Ferry Tavern Project  
Duncannon Borough, Perry County**

**Worksheet Summary**

**Compliance Determination**

Provide a clear description of your determination and a synopsis of the information that it was based on, such as:

- Map panel numbers and dates
- Names of all consulted parties and relevant consultation dates
- Names of plans or reports and relevant page numbers
- Any additional requirements specific to your region

U.S. EPA SUPERFUND PROGRAM DATA - SEMS Superfund Public User Database

DEP PACT Tool –

Environmental Justice Map at <https://www.epa.gov/ejscreen>

Consultation 4/24/2024 with:

- U.S. Army Corps of Engineers
- PEMA
- FEMA
- Perry County Historical Society
- State Historic Preservation Office
- Perry County Conservation
- Environmental Protection Agency
- PennDOT
- Duncannon Borough
- Perry County Planning
- Pennsylvania Department of Community and Economic Development

No additional requirements identified from consultations.

**Are formal compliance steps or mitigation required?**

- Yes
- No



## Mid-Atlantic Superfund

Serving Delaware, District of Columbia, Maryland, Pennsylvania, Virginia, and West Virginia

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## Pennsylvania Superfund Sites

[ [All Sites](#) | [District of Columbia](#) | [Delaware](#) | [Federal Facilities](#) | [Maryland](#) | [Pennsylvania](#) | [Virginia](#) | [West Virginia](#) ]

Site Name	EPA ID	NPL Status	City	County	Zip
<a href="#">Bell Landfill</a>	PAD980705107	Final	Wyalusing	Bradford	18853
<a href="#">Centre County Kepone</a>	PAD000436261	Final	State College	Centre	16801
<a href="#">Drake Chemical</a>	PAD003058047	Final	Lock Haven	Clinton	17745
<a href="#">Safety Light Corporation</a>	PAD987295276	Final	Bloomsburg	Columbia	17815
<a href="#">AVCO Lycoming</a>	PAD003053709	Final	Williamsport	Lycoming	17701
<a href="#">Jacks Creek/Sitkin Smelting</a>	PAD980829493	Final	Lewistown	Mifflin	17044
<a href="#">Route 522 Bridge</a>	PA0002021731	Non	Lewistown	Mifflin	17044
<a href="#">MW Manufacturing</a>	PAD980691372	Final	Valley TWP	Montour	17821
<a href="#">Dewart Farms</a>	PASFN0305473	Non	Watsontown	Northumberland	17777
<a href="#">Baker Brothers Scrap Yard</a>	PAD987389624	Non	Lewisburg	Union	17837

DRAFT

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[Mid-Atlantic Cleanup](#)

[Region 3 Superfund](#)

[Federal Facilities](#)  
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[District of Columbia](#)  
[Maryland](#)  
[Pennsylvania](#)  
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Closeout Reports](#)

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**Reconstruction of Clarks Ferry Tavern Project  
Duncannon Borough, Perry County**

**Explosive and Flammable Hazards (CEST and EA)**

General requirements	Legislation	Regulation
HUD-assisted projects must meet Acceptable Separation Distance (ASD) requirements to protect them from explosive and flammable hazards.	N/A	24 CFR Part 51 Subpart C
<b>Reference</b>		
<a href="https://www.hudexchange.info/environmental-review/explosive-and-flammable-facilities">https://www.hudexchange.info/environmental-review/explosive-and-flammable-facilities</a>		

1. Does the proposed HUD-assisted project include a hazardous facility (a facility that mainly stores, handles or processes flammable or combustible chemicals such as bulk fuel storage facilities and refineries)?

No

→ Continue to Question 2.

Yes

**Explain:**

→ Continue to Question 5.

2. Does this project include any of the following activities: development, construction, rehabilitation that will increase residential densities, or conversion?

No

→ Based on the response, the review is in compliance with this section. Continue to the Worksheet Summary below.

Yes

→ Continue to Question 3.

3. Within 1 mile of the project site, are there any current or *planned* stationary aboveground storage containers:

- Of more than 100-gallon capacity, containing common liquid industrial fuels OR
- Of any capacity, containing hazardous liquids or gases that are not common liquid industrial fuels?

No

→ Based on the response, the review is in compliance with this section. Continue to the Worksheet Summary below. Provide all documents used to make your determination.

Yes

→ Continue to Question 4.

**Reconstruction of Clarks Ferry Tavern Project  
Duncannon Borough, Perry County**

**4. Is the Separation Distance from the project acceptable based on standards in the Regulation?**

Please visit HUD's website for information on calculating Acceptable Separation Distance.

Yes

→ *Based on the response, the review is in compliance with this section. Continue to the Worksheet Summary below. Provide map(s) showing the location of the project site relative to any tanks and your separation distance calculations. If the map identifies more than one tank, please identify the tank you have chosen as the "assessed tank."*

No

→ *Provide map(s) showing the location of the project site relative to any tanks and your separation distance calculations. If the map identifies more than one tank, please identify the tank you have chosen as the "assessed tank."*

*Continue to Question 6.*

**5. Is the hazardous facility located at an acceptable separation distance from residences and any other facility or area where people may congregate or be present?**

Please visit HUD's website for information on calculating Acceptable Separation Distance.

Yes

→ *Based on the response, the review is in compliance with this section. Continue to the Worksheet Summary below. Provide map(s) showing the location of the project site relative to residences and any other facility or area where people congregate or are present and your separation distance calculations.*

No

→ *Provide map(s) showing the location of the project site relative to residences and any other facility or area where people congregate or are present and your separation distance calculations.*

*Continue to Question 6.*

**6. For the project to be brought into compliance with this section, all adverse impacts must be mitigated. Explain in detail the exact measures that must be implemented to make the Separation Distance acceptable, including the timeline for implementation. If negative effects cannot be mitigated, cancel the project at this location.**

Note that only licensed professional engineers should design and implement blast barriers. If a barrier will be used or the project will be modified to compensate for an unacceptable separation distance, provide approval from a licensed professional engineer.

**Reconstruction of Clarks Ferry Tavern Project  
Duncannon Borough, Perry County**

**Worksheet Summary**

**Compliance Determination**

Provide a clear description of your determination and a synopsis of the information that it was based on, such as:

- Map panel numbers and dates
- Names of all consulted parties and relevant consultation dates
- Names of plans or reports and relevant page numbers
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- Perry County Historical Society
- State Historic Preservation Office
- Perry County Conservation
- Environmental Protection Agency
- PennDOT
- Duncannon Borough
- Perry County Planning
- Pennsylvania Department of Community and Economic Development

No additional requirements identified from consultations.

**Are formal compliance steps or mitigation required?**

- Yes  
 No



EPA in Pennsylvania

CONTACT US [epa@epa.gov](mailto:epa@epa.gov) or [1-800-424-6717](tel:18004246717)

## List of Superfund Sites in Pennsylvania

Below is a list that shows:

- proposed, final and deleted sites on the [National Priorities List \(NPL\)](#)
- non-NPL sites subject to Superfund alternative approach (SAA) agreements [\(https://epa.gov/press/2016/superfund-alternative-approach-agreements\)](#)

### Related Information

- View a community guide to EPA's Superfund program (PDF) <https://www.epa.gov/epaosopr/npl/2017/sf17.pdf> (17 pp, 1.1 MB, Adobe PDF) <https://www.epa.gov/epaosopr/npl/2017/sf17.pdf>
- Learn more about...
  - The Superfund cleanup process <https://www.epa.gov/superfund/about-superfund-cleanup-process>
  - Deleting sites from the National Priorities List <https://www.epa.gov/superfund/about-superfund-cleanup-process/npl-deletion>
- Frequent questions about Superfund <https://www.epa.gov/superfund/developmental-basics/frequently-asked-questions-about-superfund>

Show All entries

Search:

Region	State	EPA ID	Site Name	NPL Status	SAAT
3	Pennsylvania	PA0004357003	A.J.W. FRANK/MD-COUNTY MUSTANG	Final	No
3	Pennsylvania	PA0725922775	ALADDIN PLATING	Deleted	No
3	Pennsylvania	PA0000436433	AMBLER ASBESTOS PILES	Deleted	No
3	Pennsylvania	PA041431323	AMP, INC. (GLEN ROCK FACILITY)	Deleted	No
3	Pennsylvania	PA0987341716	AUSTIN AVENUE RADITION SITE	Deleted	No
3	Pennsylvania	PA0003053709	AVCO DYCROMING (WILLIAMSPORT DIVISION)	Final	No
3	Pennsylvania	PA0000306839	BAGHLERTY SHIP	Final	No
3	Pennsylvania	PA0101120128	BALLY GROUND WATER CONTAMINATION	Final	No
3	Pennsylvania	PA0500705107	BELL LANDFILL	Final	No
3	Pennsylvania	PA0000479794	BENDIX FLIGHT SYSTEMS DIVISION	Final	No
3	Pennsylvania	PA0500530849	BERKLEY PRODUCTS CO. DUMP	Deleted	No
3	Pennsylvania	PA0000613910	BERKS LANDFILL	Deleted	No
3	Pennsylvania	PA0000611794	BERKS SAND PIT	Final	No
3	Pennsylvania	PA0201018905	BLOESMERS LANDFILL	Final	No
3	Pennsylvania	PA0047720201	BOARHEAD FARMS	Final	No
3	Pennsylvania	PA0301014607	BORTON RESIDIOS	Final	No
3	Pennsylvania	PA0000667099	BRESLER, PENN, INC.	Final	No
3	Pennsylvania	PA0500091320	BRODHEAD CREEK	Deleted	No
3	Pennsylvania	PA0301013112	BROWN'S BATTERY BREAKING	Final	No
3	Pennsylvania	PA0001012305	BROWN LAGOON	Deleted	No
3	Pennsylvania	PA0500090403	BUTLER MARINE TUNNEL	Final	No
3	Pennsylvania	PA0501014705	BUTZ LANDFILL	Final	No
3	Pennsylvania	PA0010140244	C & D RECYCLING	Final	No
3	Pennsylvania	PA0000046341	CENTRE COUNTY KOPFONE	Final	No
3	Pennsylvania	PA0001013284	CHEM-FAB	Final	No
3	Pennsylvania	PA0003701074	COMMODORE SEMICONDUCTOR GROUP	Final	No
3	Pennsylvania	PA0000008527	CRAIG FARM DRUM	Deleted	No
3	Pennsylvania	PA0000419297	CRAWER RESOURCES, INC./PEYSTONE COKE CO./JAHAN WOOD STEEL CO.	Final	No
3	Pennsylvania	PA0501174001	CROSSLY FARM	Final	No
3	Pennsylvania	PA0001035009	CROYDON TCE	Final	No
3	Pennsylvania	PA0002306444	CRYOCHEM, INC.	Final	No
3	Pennsylvania	PA0501038052	DELTA QUARRIES & DISPOSAL, INC./STOTLER LANDFILL	Final	No
3	Pennsylvania	PA0500020852	DORNEY ROAD LANDFILL	Final	No
3	Pennsylvania	PA0002394865	DOUGLASSVILLE DISPOSAL	Final	No
3	Pennsylvania	PA0003058047	DRAKE CHEMICAL	Final	No
3	Pennsylvania	PA050117400504	DUBLIN TCE SITE	Final	No
3	Pennsylvania	PA0500030140	EAST HESLINGTON	Final	No
3	Pennsylvania	PA0101012450	EAST LINTH STREET	Proposed	No
3	Pennsylvania	PA0500030133	EASTERN DIMENSION METALS	Final	No
3	Pennsylvania	PA0000033713	ELIZABETH TOWNSHIP LANDFILL	Final	No
3	Pennsylvania	PA0000052713	ENTERPRISE WYOMING	Deleted	No
3	Pennsylvania	PA0002344817	ELZNER & PORTER CO.	Final	No
3	Pennsylvania	PA0017017909	FACTO MINERAL CO.	Final	No
3	Pennsylvania	PA0000031788	FOSTER WHEELER ENERGY CORP./CHURCH ROAD TCE	Proposed	Yes
3	Pennsylvania	PA0501030509	FRANKLIN SLAG PILE (MDC)	Final	No
3	Pennsylvania	PA0002330910	HAVERTOWN PCP	Final	No
3	Pennsylvania	PA0500020930	HIBBELKA AUTO SALVAGE YARD	Deleted	No
3	Pennsylvania	PA0000037716	HELEVA LANDFILL	Final	No
3	Pennsylvania	PA0002390740	HELLERTOWN MANUFACTURING CO.	Final	No
3	Pennsylvania	PA0000032939	HERDERSON ROAD	Final	No
3	Pennsylvania	PA0000030818	HRANCA LANDFILL	Deleted	No
3	Pennsylvania	PA0500030803	HUNTERSTOWN ROAD	Final	No
3	Pennsylvania	PA0500030803	INDUSTRIAL LANE	Final	No
3	Pennsylvania	PA0000029493	JACKS CREEK/SITKON SMELTING & REFINING, INC.	Final	No

Region	State	EPA ID	Site Name	NPL Status	SAAT
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Region	State	EPA ID	Site Name	NPL Status	SAAF
3	Pennsylvania	PAD01222025	JACKSON CERAMIC, INC	Final	No
3	Pennsylvania	PAD054142781	KEYSTONE SANITATION LANDFILL	Final	No
3	Pennsylvania	PAD090901703	KIMBERTON	Final	No
3	Pennsylvania	PAD090508667	LACKAWANNA REFUSE	Deleted	No
3	Pennsylvania	PAD090830821	LANSDOWNE RADIATION SITE	Deleted	No
3	Pennsylvania	PAD090712793	LEDIGH ELECTRIC & ENGINEERING CO.	Deleted	No
3	Pennsylvania	PAD210909054	LETTERKENNY ARMY DEPOT (PDO AREA)	Final	No
3	Pennsylvania	PAD213820503	LETTERKENNY ARMY DEPOT (SE AREA)	Final	No
3	Pennsylvania	PAD090711708	LINDANE DUMP	Final	No
3	Pennsylvania	PAD090508931	LORD-SHOPE LANDFILL	Final	No
3	Pennsylvania	PAF010305021	LOWER DARBY CREEK AREA	Final	No
3	Pennsylvania	PAD014133345	MALVERN TCE	Final	No
3	Pennsylvania	PAD090712616	MCADDO ASSOCIATES	Deleted	No
3	Pennsylvania	PAD046557096	METAL BANK	Final	No
3	Pennsylvania	PAD044545895	METRO CONTAINER CORPORATION	Final	No
3	Pennsylvania	PAD090296957	METROPOLITAN MIRROR AND GLASS CO., INC.	Deleted	No
3	Pennsylvania	PAD090508763	MIDDLETOWN AIR FIELD	Deleted	No
3	Pennsylvania	PAZ090231560	MILL CREEK DUMP	Final	No
3	Pennsylvania	PAD090530068	MODERN SANITATION LANDFILL	Final	No
3	Pennsylvania	PAD090508766	MOYERS LANDFILL	Deleted	No
3	Pennsylvania	PAD090919372	MW MANUFACTURING	Final	No
3	Pennsylvania	PA6170024545	NAVAL AIR DEVELOPMENT CENTER (8 WASTE AREAS)	Final	No
3	Pennsylvania	PA3170022104	NAVAL SHIPS PARTS CONTROL CENTER	Final	No
3	Pennsylvania	PAD050503494	NORTH PENN - AREA 1	Final	No
3	Pennsylvania	PAD057152165	NORTH PENN - AREA 12	Final	No
3	Pennsylvania	PAD002342415	NORTH PENN - AREA 2	Final	No
3	Pennsylvania	PAD090902693	NORTH PENN - AREA 5	Final	No
3	Pennsylvania	PAD090902676	NORTH PENN - AREA 6	Final	No
3	Pennsylvania	PAD003406632	NORTH PENN - AREA 7	Final	No
3	Pennsylvania	PAD079160842	NOVAR SANITARY LANDFILL	Final	No
3	Pennsylvania	PAD090292958	OCCIDENTAL CHEMICAL CORP./FIRESTONE TIRE & RUBBER CO.	Final	No
3	Pennsylvania	PAD090508816	OHIO RIVER PARK	Final	No
3	Pennsylvania	PAD090602010	OLD CITY OF YORK LANDFILL	Final	No
3	Pennsylvania	PAD090193909	OLD WILMINGTON ROAD GUM CONTAMINATION	Final	No
3	Pennsylvania	PAD090712673	OSBORNE LANDFILL	Final	No
3	Pennsylvania	PAD002295967	PALMERTON ZINC PILE	Final	No
3	Pennsylvania	PAD090602594	PADD PATYARD	Final	No
3	Pennsylvania	PAD090508865	PRESQUELE	Deleted	No
3	Pennsylvania	PA000035057	PRICE BATTERY LEAD SMELTER	Final	No
3	Pennsylvania	PAD091373200	PUBLICHLER INDUSTRIES INC.	Deleted	No
3	Pennsylvania	PAD090911639	RAYMARK	Final	No
3	Pennsylvania	PAD002331260	RECTICON/ALLEN STEEL CORP.	Final	No
3	Pennsylvania	PAD090393281	REESER'S LANDFILL	Deleted	No
3	Pennsylvania	PAD063154839	RESIN DISPOSAL	Deleted	No
3	Pennsylvania	PAD053195499	REVERE CHEMICAL CO.	Final	No
3	Pennsylvania	PAD000439083	RIVER ROAD LANDFILL (WASTE MANAGEMENT, INC.)	Deleted	No
3	Pennsylvania	PAD091033385	RODALE MANUFACTURING CO., INC.	Final	No
3	Pennsylvania	PAD091034630	ROUTE 940 DRUM DUMP	Deleted	No
3	Pennsylvania	PAD091033459	RYELAND ROAD ARSENIC SITE	Final	No
3	Pennsylvania	PAD090602487	SARGERTOWN INDUSTRIAL AREA	Final	No
3	Pennsylvania	PAD090729276	SAFETY LIGHT CORPORATION	Final	No
3	Pennsylvania	PAD090603204	SALFORD QUARRY	Final	No
3	Pennsylvania	PAD001933175	SHARON STEEL CORP (BARRELL WORKS DISPOSAL AREA)	Final	No
3	Pennsylvania	PAD090830989	SHRYVER'S CORNER	Final	No
3	Pennsylvania	PAD014269971	STANLEY KESSLER	Final	No
3	Pennsylvania	PAD000441327	STRASBURG LANDFILL	Final	No
3	Pennsylvania	PAD090603907	TAYLOR BOROUGH DUMP	Deleted	No
3	Pennsylvania	PA3211820892	TOBYHANNA ARMY DEPOT	Final	No
3	Pennsylvania	PAD073613663	TONOLLI CORP.	Final	No
3	Pennsylvania	PAD090602724	TYSONS DUMP	Final	No
3	Pennsylvania	PAD090509126	UGI COLUMBIA GAS PLANT	Final	No
3	Pennsylvania	PAD090295970	VALMONT TCE SITE (FORMER - VALMONT INDUSTRIAL PARK)	Final	No
3	Pennsylvania	PAD090602719	VOORTMAN FARM	Deleted	No
3	Pennsylvania	PAD090509075	WADE (ABM)	Deleted	No
3	Pennsylvania	PAD090802922	WALSH LANDFILL	Final	No
3	Pennsylvania	PAD090706824	WATSON JOHNSON LANDFILL	Final	No
3	Pennsylvania	PAD090609075	WESTINGHOUSE ELECTRIC CORP. (SHARON PLANT)	Final	No
3	Pennsylvania	PAD043892281	WESTINGHOUSE ELEVATOR CO. PLANT	Final	No
3	Pennsylvania	PAD090602537	WESTLINE	Deleted	No
3	Pennsylvania	PA0903050314	WHELMYER LABORATORIES	Final	No
3	Pennsylvania	PAD090503773	WILLIAM DECK LAGOONS	Final	No
3	Pennsylvania	PAD090727837	WILLOW GROVE NAVAL AIR AND AIR RESERVE STATION	Final	No
3	Pennsylvania	PAD090803715	YORK COUNTY SOLID WASTE AND REFUSE AUTHORITY LANDFILL	Deleted	No
Region	State	EPA ID	Site Name	NPL Status	SAAF

## APPENDIX L

### CLEAN AIR

DRAFT

**Reconstruction of Clarks Ferry Tavern Project  
Duncannon Borough, Perry County**

**Air Quality (CEST and EA)**

General Requirements	Legislation	Regulation
The Clean Air Act is administered by the U.S. Environmental Protection Agency (EPA), which sets national standards on ambient pollutants. In addition, the Clean Air Act is administered by States, which must develop State Implementation Plans (SIPs) to regulate their state air quality. Projects funded by HUD must demonstrate that they conform to the appropriate SIP.	Clean Air Act (42 USC 7401 et seq.) as amended particularly Section 176(c) and (d) (42 USC 7506(c) and (d))	40 CFR Parts 6, 51 and 93
<b>Reference</b>		
<a href="https://www.hudexchange.info/environmental-review/air-quality">https://www.hudexchange.info/environmental-review/air-quality</a>		

**Scope of Work**

- 1. Does your project include new construction or conversion of land use facilitating the development of public, commercial, or industrial facilities OR five or more dwelling units?**

Yes

→ Continue to Question 2.

No Based on the response, the review is in compliance with this section. Continue to the Worksheet Summary below. Provide any documents used to make your determination.

**Air Quality Attainment Status of Project's County or Air Quality Management District**

- 2. Is your project's air quality management district or county in non-attainment or maintenance status for any criteria pollutants?**

Follow the link below to determine compliance status of project county or air quality management district:

<http://www.epa.gov/oaqps001/greenbk/>

No, project's county or air quality management district is in attainment status for all criteria pollutants

→ Based on the response, the review is in compliance with this section. Continue to the Worksheet Summary below. Provide any documents used to make your determination.

Yes, project's management district or county is in non-attainment or maintenance status for one or more criteria pollutants.

Describe the findings:

→ Continue to Question 3.

**Reconstruction of Clarks Ferry Tavern Project  
Duncannon Borough, Perry County**

**3. Determine the estimated emissions levels of your project for each of those criteria pollutants that are in non-attainment or maintenance status on your project area. Will your project exceed any of the *de minimis* or *threshold* emissions levels of non-attainment and maintenance level pollutants or exceed the screening levels established by the state or air quality management district?**

No, the project will not exceed *de minimis* or threshold emissions levels or screening levels  
→ *Based on the response, the review is in compliance with this section. Continue to the Worksheet Summary below. Explain how you determined that the project would not exceed de minimis or threshold emissions.*

Yes, the project exceeds *de minimis* emissions levels or screening levels.  
→ *Continue to Question 4. Explain how you determined that the project would not exceed de minimis or threshold emissions in the Worksheet Summary.*

**4. For the project to be brought into compliance with this section, all adverse impacts must be mitigated. Explain in detail the exact measures that must be implemented to mitigate for the impact or effect, including the timeline for implementation.**

**Worksheet Summary**

**Compliance Determination**

Provide a clear description of your determination and a synopsis of the information that it was based on, such as:

- Map panel numbers and dates
- Names of all consulted parties and relevant consultation dates
- Names of plans or reports and relevant page numbers
- Any additional requirements specific to your region

<https://www3.epa.gov/airquality/greenbook/>

Nonattainment area maps.

**Are formal compliance steps or mitigation required?**

- Yes  
 No







# Counties Designated Nonattainment for PM-2.5 (1997, 2006, and/or 2012 Standards)



04/30/2022

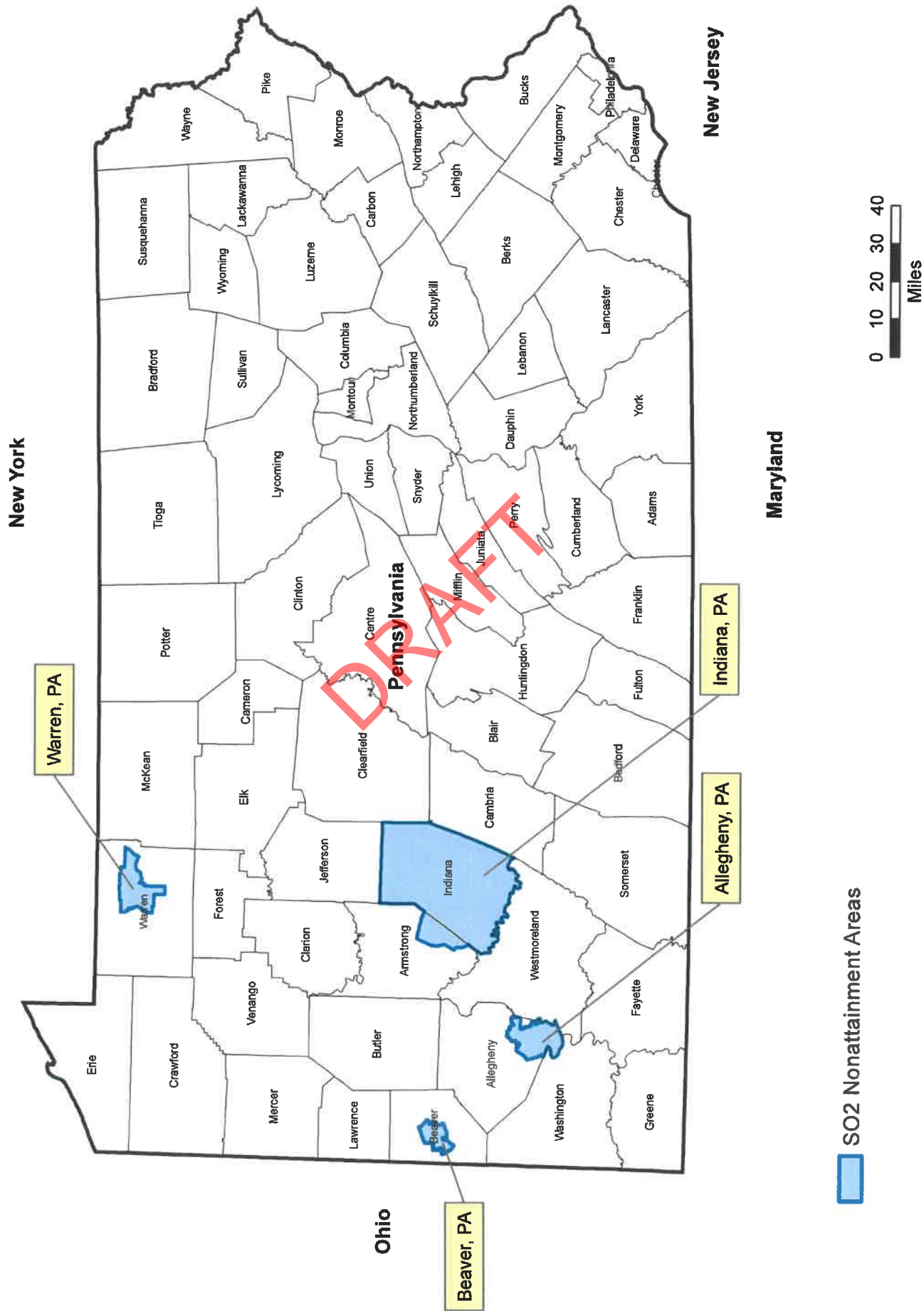
Nonattainment areas are indicated by color.  
When only a portion of a county is shown in color,  
it indicates that only that part of the county is within  
a nonattainment area boundary.

### Designated Nonattainment

-  All three PM-2.5 Standards
-  Both 2006 and 2012 PM-2.5
-  Both 1997 and 2006 PM-2.5
-  2012 PM-2.5 only
-  2006 PM-2.5 only
-  1997 PM-2.5 only

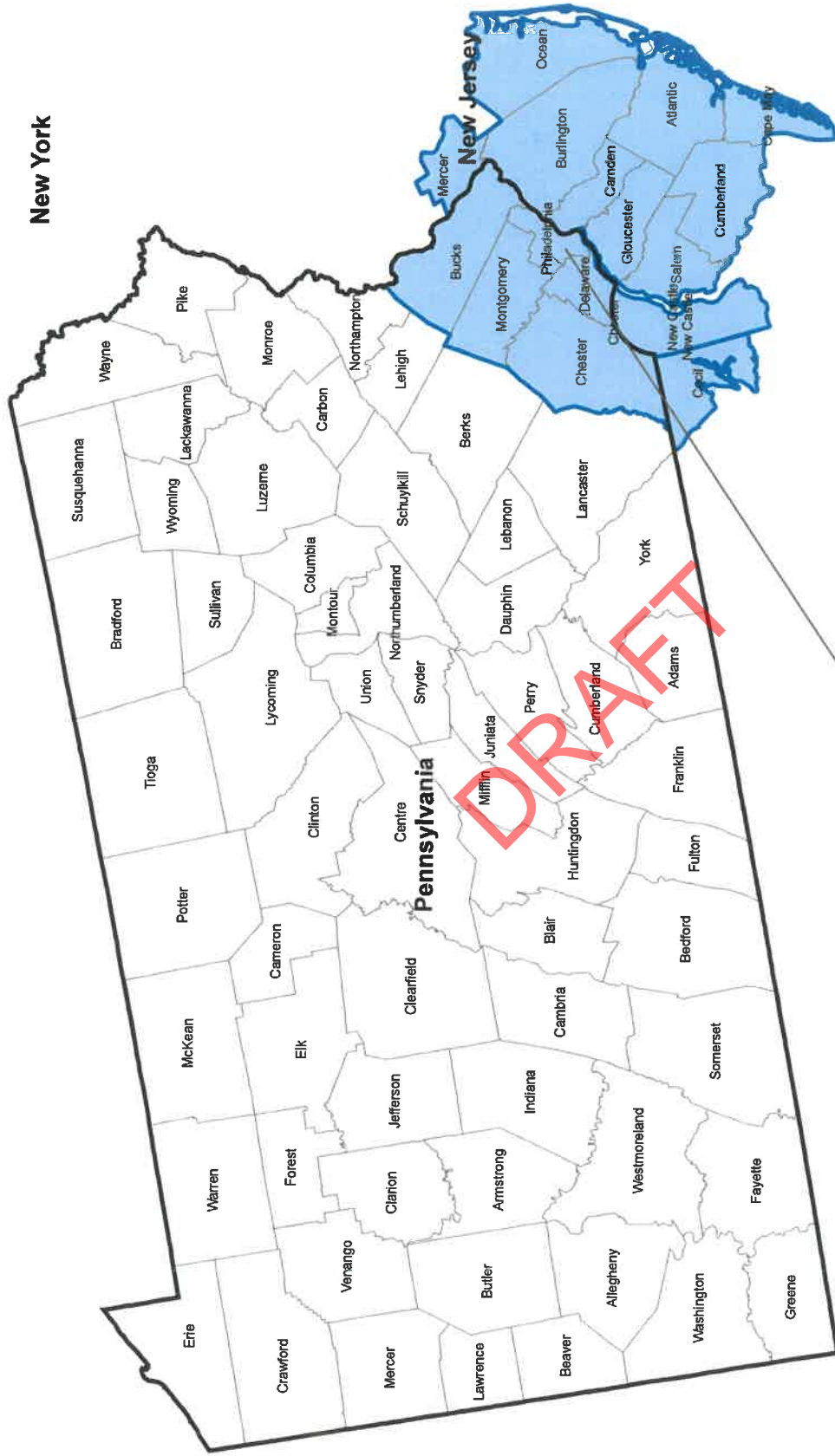
# Pennsylvania SO2 Nonattainment Areas (2010 Standard)

12/05/2013



# Pennsylvania 8-hour Ozone Nonattainment Areas (2015 Standard)

04/30/2022



Philadelphia-Wilmington-Atlantic City, PA-NJ-MD-DE

- Nonattainment Areas with Clean Data Determination
- Nonattainment Areas

## Ozone Nonattainment Classification

- Extreme
- Severe-17
- Severe-15
- Serious
- Moderate
- Marginal
- Marginal (Rural Transport)



New York

Delaware

Maryland

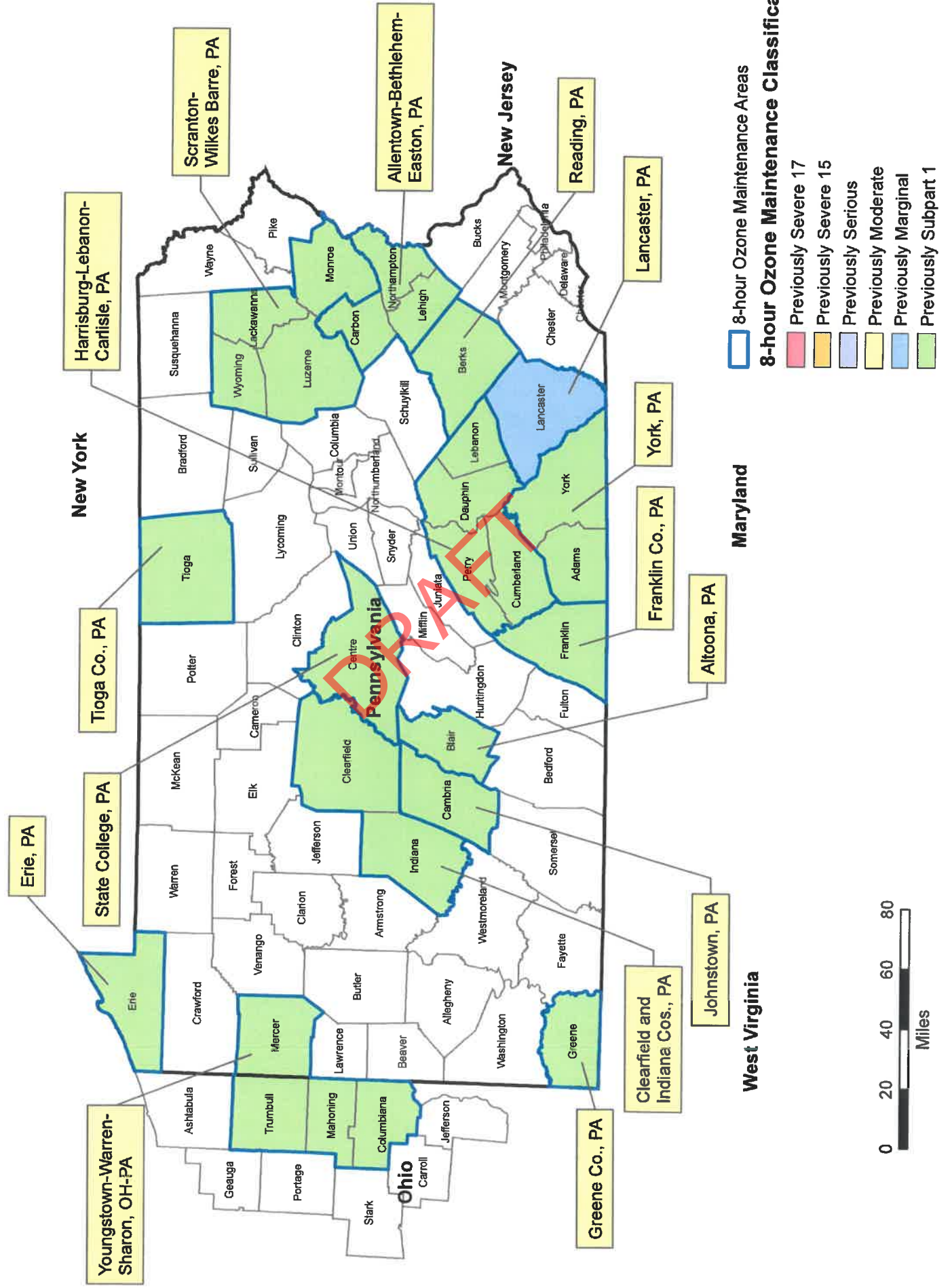
Ohio

West Virginia



# Pennsylvania 8-hour Ozone Maintenance Areas (1997 Standard)

1/30/2015





You are here: EPA Home > Green Book > PM-2.5 (2012) Designated Areas by State/County/Area

## PM-2.5 (2012) Designated Areas by State/County/Area

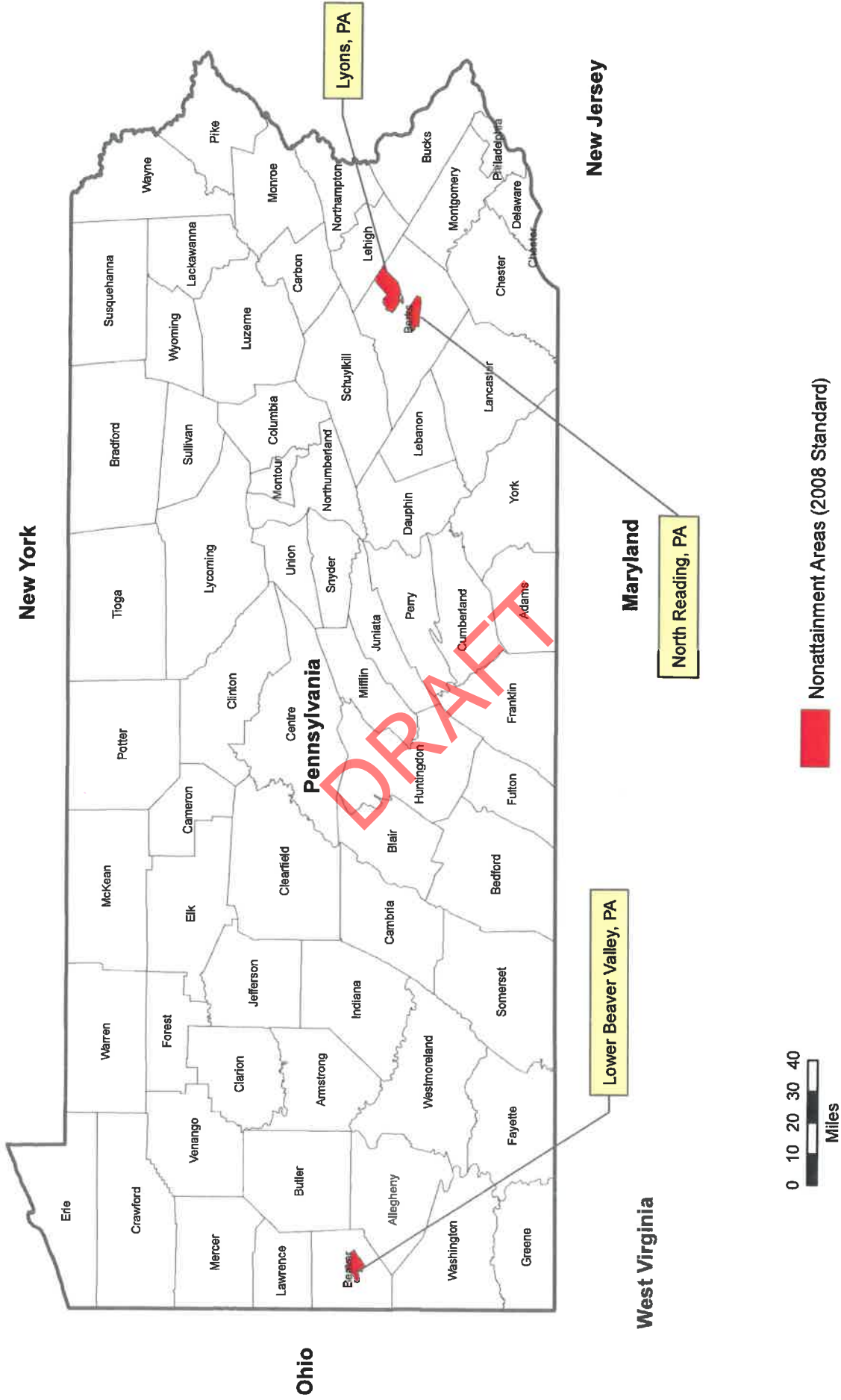
Data is current as of April 30, 2022

***Click underlined column heading to change report order***

State	County	Area Name	Current Status	County NA Whole/Part	2010 Population	State/County FIPS
				<a href="#">click link for partial county description</a>	whole or partial county population	
CALIFORNIA	Fresno County	San Joaquin Valley, CA	Nonattainment	Whole	930,450	06/019
CALIFORNIA	Imperial County	Imperial County, CA	Nonattainment	Part	154,061	06/025
CALIFORNIA	Kern County	San Joaquin Valley, CA	Nonattainment	Part	710,137	06/029
CALIFORNIA	Kings County	San Joaquin Valley, CA	Nonattainment	Whole	152,982	06/031
CALIFORNIA	Los Angeles County	Los Angeles-South Coast Air Basin, CA	Nonattainment	Part	9,438,565	06/037
CALIFORNIA	Madera County	San Joaquin Valley, CA	Nonattainment	Whole	150,865	06/039
CALIFORNIA	Merced County	San Joaquin Valley, CA	Nonattainment	Whole	255,793	06/047
CALIFORNIA	Orange County	Los Angeles-South Coast Air Basin, CA	Nonattainment	Whole	3,010,232	06/059
CALIFORNIA	Plumas County	Plumas County, CA	Nonattainment	Part	5,843	06/063
CALIFORNIA	Riverside County	Los Angeles-South Coast Air Basin, CA	Nonattainment	Part	1,740,819	06/065
CALIFORNIA	San Bernardino County	Los Angeles-South Coast Air Basin, CA	Nonattainment	Part	1,526,626	06/071
CALIFORNIA	San Joaquin County	San Joaquin Valley, CA	Nonattainment	Whole	685,306	06/077
CALIFORNIA	Stanislaus County	San Joaquin Valley, CA	Nonattainment	Whole	514,453	06/099
CALIFORNIA	Tulare County	San Joaquin Valley, CA	Nonattainment	Whole	442,179	06/107
IDAHO	Shoshone County	West Silver Valley, ID	Maintenance	Part	7,497	16/079
OHIO	Cuyahoga County	Cleveland, OH	Maintenance	Whole	1,280,122	39/035
OHIO	Lorain County	Cleveland, OH	Maintenance	Whole	301,356	39/093
PENNSYLVANIA	Allegheny County	Allegheny County, PA	Nonattainment	Whole	1,223,348	42/003
PENNSYLVANIA	Delaware County	Delaware County, PA	Maintenance	Whole	558,979	42/045
PENNSYLVANIA	Lebanon County	Lebanon County, PA	Maintenance	Whole	133,568	42/075

# Pennsylvania Lead Nonattainment Areas (2008 Standard)

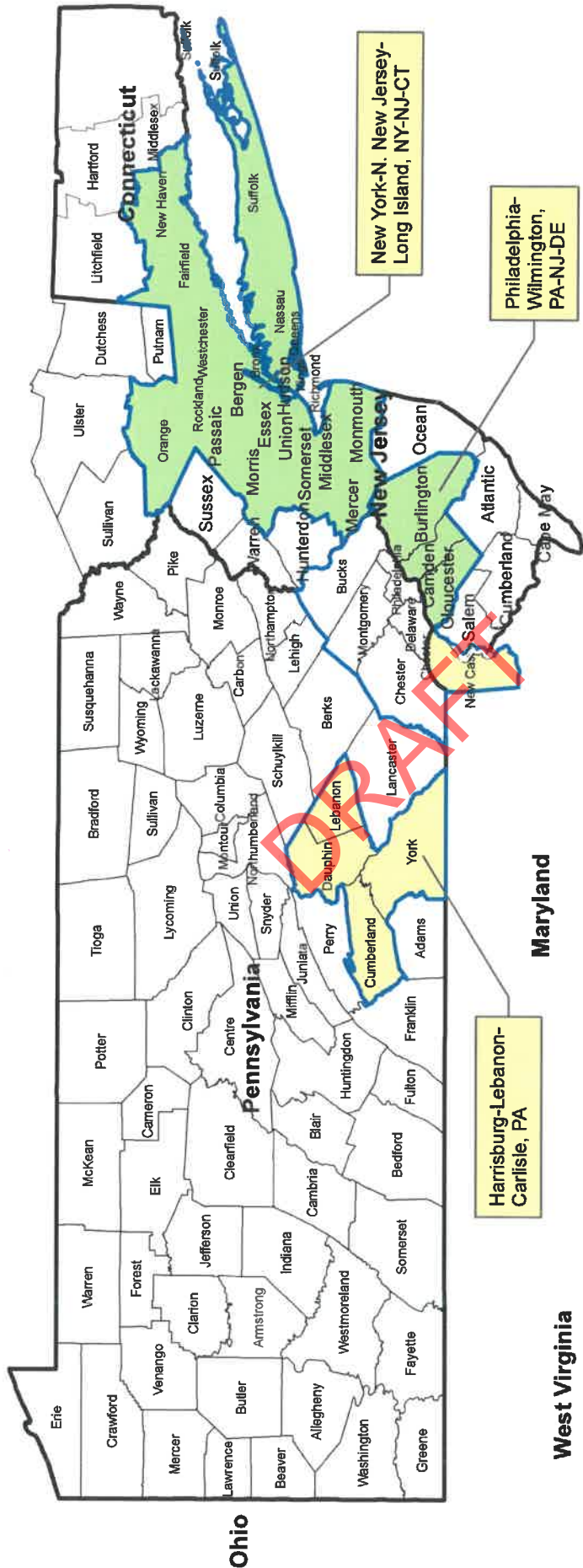
12/05/2013



# Pennsylvania, New York, New Jersey, Connecticut, Delaware PM-2.5 Maintenance Areas (2006 Standard)

1/30/2015

New York



PM-2.5 Maintenance Areas

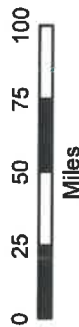
PM-2.5 Maintenance Classification

Previously Moderate

Previously Subpart 1

Delaware

For PM-2.5 (2006 Standard) Philadelphia-Wilmington, PA-NJ-DE nonattainment area, the New Jersey portion was redesignated on September 4, 2013 and the Delaware portion was redesignated a year later on September 4, 2014. The Pennsylvania portion has not been redesignated. The entire area is not considered in maintenance until all states in a multi-state area are redesignated.



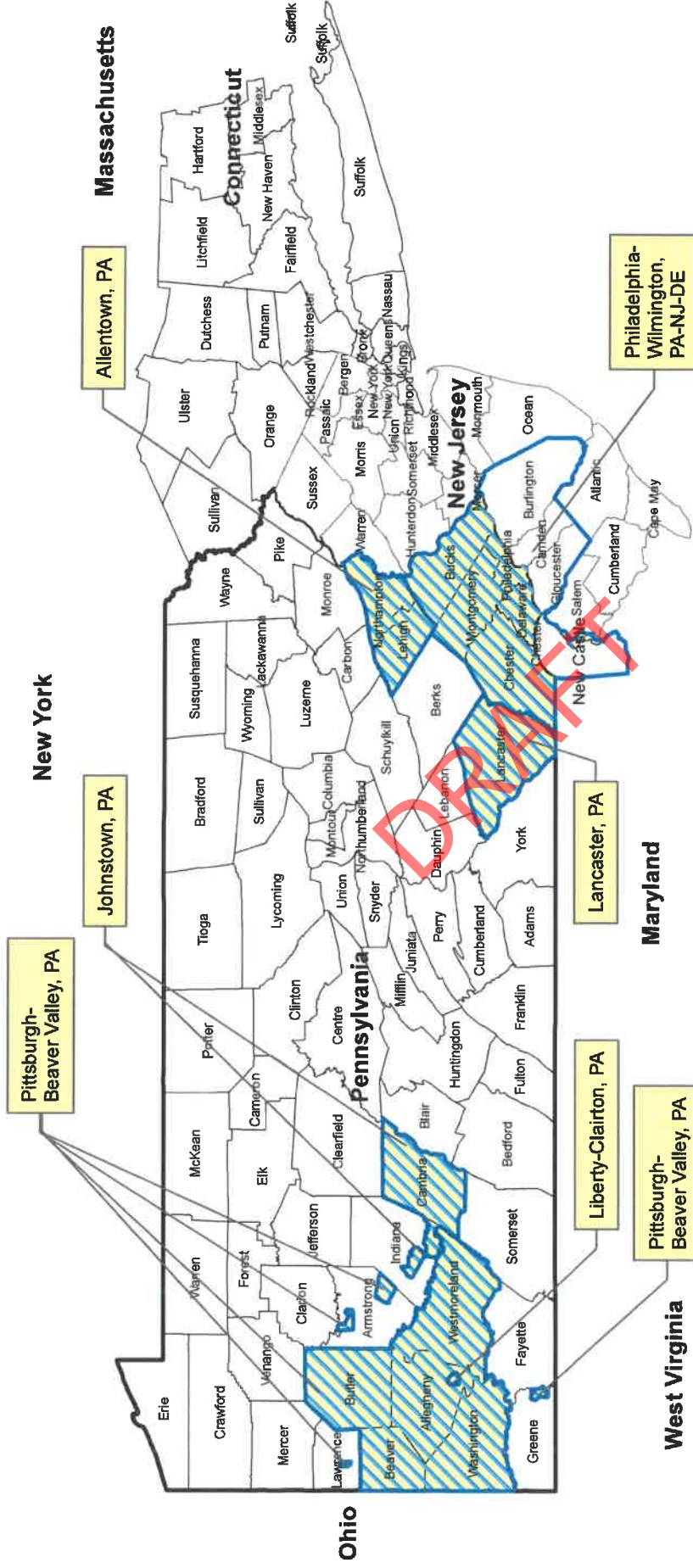
West Virginia

Maryland

Ohio

# Pennsylvania, New York, New Jersey, Connecticut, Delaware PM-2.5 Nonattainment Areas (2006 Standard)

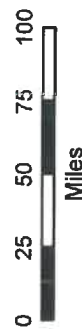
1/30/2015



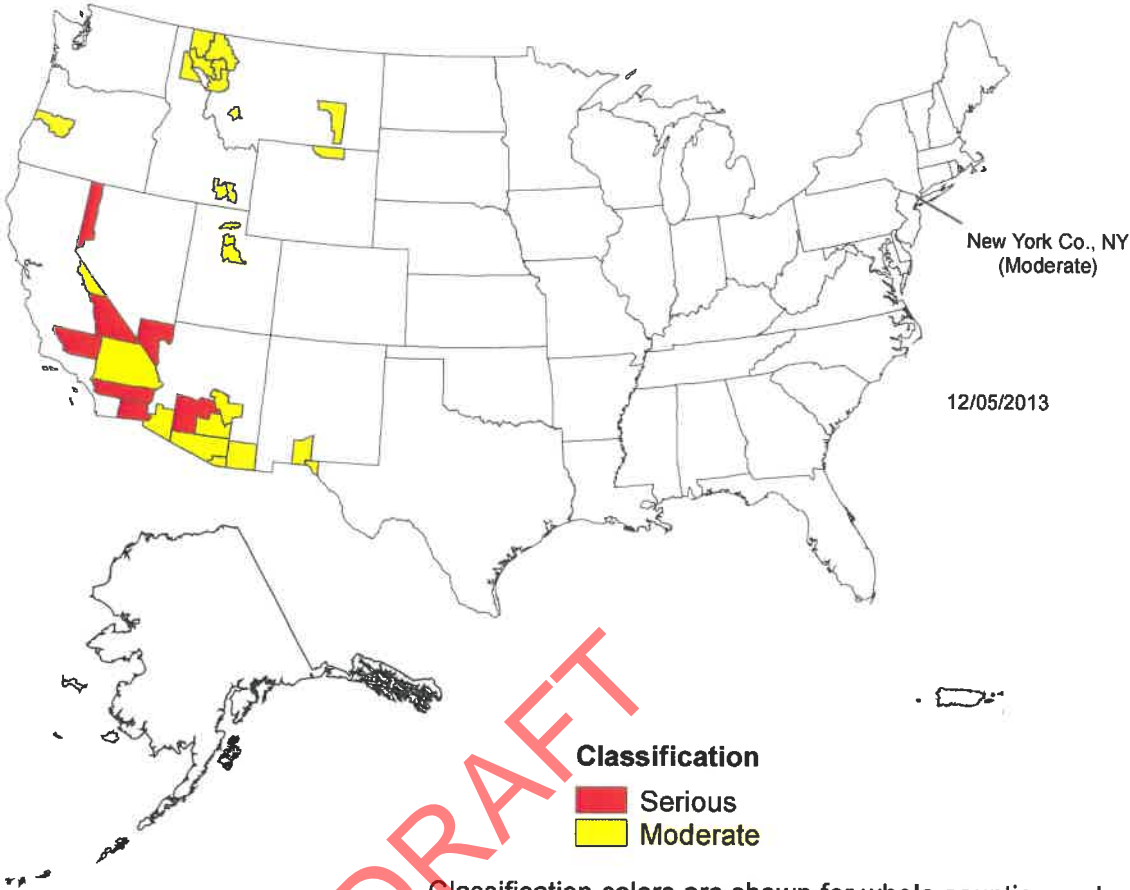
## Delaware

- PM-2.5 Nonattainment Areas
- PM-2.5 Nonattainment Areas with Clean Data
- Moderate

For PM-2.5 (2006 Standard) Philadelphia-Wilmington, PA-NJ-DE nonattainment area, the New Jersey portion was redesignated on September 4, 2013 and the Delaware portion was redesignated a year later on September 4, 2014. The Pennsylvania portion has not been redesignated. The entire area is not considered in maintenance until all states in a multi-state area are redesignated.



# Counties Designated Nonattainment for PM-10



Classification colors are shown for whole counties and denote the highest area classification that the county is in

## **APPENDIX M**

### **GENERAL CONSULTATION**

**DRAFT**



April 24, 2024

SUBJECT: NEPA ENVIRONMENTAL REVIEW  
**RECONSTRUCTION OF CLARKS FERRY TAVERN PROJECT**  
**DUNCANNON BOROUGH, PERRY COUNTY**  
COMMUNITY DEVELOPMENT BLOCK GRANT

**RECONSTRUCTION OF CLARKS FERRY TAVERN PROJECT**

Perry County has allocated Appalachian Regional Commission (ARC) funds in the amount of \$500,000 for the Reconstruction of the Clarks Ferry Tavern Project in Duncannon Borough, Perry County, Pennsylvania.

The scope of work includes site preparation, as well as creation of a Welcome Center and Living History/Events Center. Also to be completed with other funds is the addition of an outbuilding which will include a covered outside eating area, catering kitchen, public restrooms, landscaping and reconstruction of the Tavern Green.

Enclosed you will find location maps of the proposed project. Please review this project as to its impact on wetlands protection, and on any other environmental issues pertinent to your department.

Further, in accordance with federal regulations relating to Floodplain Management, I have enclosed a copy of the Notice of Early Public Review of Proposed Floodplain Development as well as corresponding Floodplain maps as they pertain to this project. This notice is also being distributed to community groups and public agencies that may have an interest in this project.

We also believe that there are no historic properties or eligible historic properties located in the project area. If your agency knows of any such properties, please inform us as soon as possible.

In accordance with grant regulations, an Environmental Review must be performed on all projects which utilize federal funds. This includes consulting with various community groups and public agencies which may have an interest in this project.

So that we may proceed in obtaining environmental clearance from DCED on this project, we are asking, if you choose to respond, please do so by **May 24, 2024**. Your comments will become a part of the Environmental Review Record.

If you have any questions, or require additional information, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Angie Huseman".

Angie Huseman, Program Analyst  
Community Services Division  
Community Development Program

AH:ag  
Enclosures





## **APPENDIX N**

**NOTICE OF FINDING OF  
NO SIGNIFICANT IMPACT AND  
INTENT TO REQUEST  
RELEASE OF FUNDS**

**CERTIFICATION OF  
ENVIRONMENTAL REVIEW,  
REQUEST FOR RELEASE OF FUNDS**

**APPENDIX O**

**AUTHORITY TO USE GRANT FUNDS**

**DRAFT**