

UPDATED 7/7/2021

# WISCONSIN RIVER RAIL TRANSIT COMMISSION

PO Box 262 • 20 S Court Street • Platteville, Wisconsin 53818  
Alan Sweeney, Chair • Commission Office Phone 608.342.1637 • Fax 608.342.1220 • Website [www.wrrtc.org](http://www.wrrtc.org)  
MEMBER COUNTIES: CRAWFORD • DANE • GRANT • GREEN • IOWA • JEFFERSON • ROCK • SAUK • WALWORTH • WAUKESHA

SUBJECT: Friday, July 9<sup>th</sup>, 2021 Meeting Agenda  
TO: Wisconsin River Rail Transit Commissioners & Other Interested Persons  
FROM: Matthew Honer, WRRTC Administrator

## Wisconsin River Rail Transit Commission

Meeting Friday, July 9<sup>th</sup>, 2021 @ 10 AM  
Jefferson County Highway Department  
1425 S. Wisconsin Drive, Jefferson, WI

### And via ZOOM

<https://zoom.us/j/92571856202?pwd=Y3oyVXRGS3FsUklFYWQ0R0szVHV3UT09>

Join by Phone: 1 (312) 626-6799

Meeting ID: 925 7185 6202

Passcode: 654280

### WRRTC's Schedule of Meetings:

2021
January 8 <sup>th</sup>
February 5 <sup>th</sup>
March 5 <sup>th</sup>
April 9 <sup>th</sup>
May 7 <sup>th</sup>
June 4 <sup>th</sup>
July 9 <sup>th</sup>
August 6 <sup>th</sup>
September 10 <sup>th</sup>
October 8 <sup>th</sup>
November 5 <sup>th</sup>
December 10 <sup>th</sup>

**NOTE:** The WRRTC's meetings are usually held at 10:00 AM on the **first Friday after the first Tuesday of the month** at the **Dane County Highway Building** in Madison, WI. If you plan to attend a WRRTC meeting and require specific accommodations, please contact the Administrator at least 3 days in advance of the meeting at 608-342-1637.

**NOTICE is sent to:** County Clerks in WRRTC's Region for Posting and to Local News Media as an FYI.

*Thank you for your interest and assistance.*

# Wisconsin River Rail Transit Commission

## UPDATED AGENDA

Meeting - Friday, July 9<sup>th</sup>, 2021 @ 10 AM

Online Meeting via Zoom

1. 10:00 AM *10 minutes estimated | Action Items*  
**Call to Order** – Alan Sweeney, Chair
2. Roll Call. **Establishment of Quorum** – Matt Honer, Admin.
3. Action Item. **Certification of Meeting's Public Notice** – Noticed by Admin.
4. Action Item. **Approval of Agenda** – Prepared by Admin.
5. Action Item. **Approval of draft May 2021 Meeting Minutes**
6. Updates. **Public Comment** – Time for public comment may be limited by the Chair
7. Updates. **Announcements by Commissioners** – No Discussion Permitted

### REPORTS & COMMISSION BUSINESS

- 10 minutes estimated | Presentation*  
8. **Presentation on Watertown Subdivision Stormwater Issues**- Joshua Cotter, WisDOT
- 10 minutes estimated | Possible Action Item*  
9. **Discussion and Possible Action on WRRTC Insurance Policy**- Honer, Admin.
- 10 minutes estimated | Update and Action Items*  
10. **WRRTC Financial Report** – Jeff Huttenburg, Treasurer.
  - Treasurer's Report and Payment of Bills.
- 10 minutes estimated | Update*  
11. **Wisconsin & Southern Railroad's Report on Operations** – Ken Lucht and Roger Schaalma, WSOR
  - Update on Monthly Maintenance Activities
  - Update on Capital Projects
  - Other Issues/ Topics
  - Update on Business Development
- 10 minutes estimated | Update*  
12. **WisDOT Report** – Lisa Stern, WisDOT
  - Update on Property Issues
  - Other Issues/Topics
  - Update on Grant Funding and Projects
- 5 minutes estimated | Update*  
13. **WRRTC Communications and Administrator's Report** – Honer, Admin.
  - Communications
  - Project Updates
- 10 minutes estimated | Possible Action Item*  
14. **Discussion and Possible Action on Staff Services Agreement with Southwestern Wisconsin Regional Planning Commission** – Honer, Admin.
- 15 minutes estimated | Possible Action Item*  
15. **Discussion and Possible Action on 2022 Budget** – Huttenburg, Treasurer and Honer, Admin.
- 10 minutes estimated | Presentation*  
16. **Consideration and Action for a letter of support and capital funding of Janesville Bridge project in support of WisDOT RAISE Grant Application**– Lisa Stern, WisDOT

17. Action Item. **Adjournment**

**WRRTC JUNE 2021 MEETING MINUTES – DRAFT FOR APPROVAL**

**Wisconsin River Rail Transit Commission  
Commission Meeting – Friday, June 4<sup>th</sup>, 2021 at 10:00 am  
Jefferson County Highway Department,  
1425 S Wisconsin Drive, Jefferson, WI  
and via Zoom**

1. 10:01 AM            **Call to Order – Alan Sweeney, Chair**
2. Roll Call.            **Establishment of Quorum – Matt Honer, Admin**

Crawford	Carl Orr, <i>2<sup>nd</sup> Vice Chair</i>	X	Jefferson	Mary Roberts	X
	Derek Flansburgh	<i>Absent</i>		John Kannard	X
	Tom Cornford	X		Kathy Bahner	X
		Karl Zarling, <i>Alternate</i>		X	
Dane	Kevin Potter	X	Rock	Russ Podzilni	X
	Jeff Huttenburg, <i>Treasurer</i>	X		Wayne Gustina	ZOOM
	Chris James, <i>1<sup>st</sup> Vice Secretary</i>	ZOOM		Alan Sweeney, <i>Chair</i>	X
Grant	Gary Ranum	X	Sauk	Brian Peper	X
	Mike Lieurance	ZOOM		Dave Riek, <i>2<sup>nd</sup> Vice Treasurer</i>	X
	Robert Scallon, <i>1<sup>st</sup> Vice Chair</i>	X		Marty Krueger	ZOOM
				Tim McCumber, <i>Alternate</i>	ZOOM
Green	Harvey Kubly, <i>1<sup>st</sup> Vice Treasurer</i>	<i>Excused</i>	Walworth	Al Stanek	ZOOM
	Oscar Olson	ZOOM		Richard Kuhnke, <i>2<sup>nd</sup> Vice Secretary</i>	X
	John Buol	<i>Absent</i>		Allan Polyock	<i>Excused</i>
Iowa	Charles Anderson, <i>Secretary</i>	X	Waukesha	Dick Mace	X
	Kate Reimann	ZOOM		Richard Morris	X
	Susan Storti	ZOOM		Karl Nilson, <i>3<sup>rd</sup> Vice Treasurer</i>	ZOOM

Commission met quorum.

**Others present for all or some of the meeting:**

<ul style="list-style-type: none"> <li>• Ken Lucht, Roger Schaalma – <i>WSOR</i></li> <li>•</li> </ul>	<ul style="list-style-type: none"> <li>• Lisa Stern, Josh Cotter – <i>WisDOT</i></li> <li>• Alan Anderson – <i>Pink Lady RTC</i></li> </ul>
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3. Action Item.            **Certification of Meeting’s Public Notice – Noticed by Honer.**
  - o *Motion to approve meeting’s public notice – Morris/Cornford. Passed Unanimously.*
4. Action Item.            **Approval of Agenda – Prepared by Honer.**
  - o *Motion to approve the agenda. Gustina/Riek. – Passed Unanimously.*
5. Action Item.            **Approval of draft May 2021 Meeting Minutes – Prepared by Honer.**
  - o *Motion to approve the draft May 2021 meeting minutes with minor clarifications and modifications. Mace/Podzilni. Passed Unanimously.*
6. Updates.                **Public Comment – Time for public comment may be limited by the Chair.**  
No Public Comment.
7. Updates.                **Announcements by Commissioners**  
No Announcement by Commissioners.

**REPORTS & COMMISSION BUSINESS**

8.            **WRRTC Financial Report – Huttenburg, Treasurer.**
  - o *Motion to approve the Treasurer’s Report and payment of bills. Anderson/Morris. Passed Unanimously.*

9.            **Wisconsin & Southern Railroad’s Report on Operations – Ken Lucht, Roger Schaalma – WSOR**  
Lucht stated that Clayton Rd in City of Fitchburg will be permanently closed in the coming weeks, through a voluntary closure process. WSOR is always looking for opportunities to close at-grade crossings. There are currently about 4000 at-grade crossings in the state. Lucht estimates 25% of them are low density and should be looked at for closure. WSOR has approached the Village of Woodman on the Prairie Sub. regarding the voluntary closure of several crossing in the Village. The Village would benefit from a payment of \$8500 from WisDOT, matched by WSOR. WSOR is looking at public crossings on the Prairie Sub. ahead of the upcoming CWR project.

## WRRTC JUNE 2021 MEETING MINUTES – DRAFT FOR APPROVAL

Lucht explained a drainage issue in the City of Watertown that has been ongoing for the past three years. A WSOR employee noticed a skidsteer within the corridor removing a berm on the northern boundary of the corridor was removed and on the south side of the corridor additional development has increased the velocity of stormwater runoff which has undercut the track profile. Lucht stated it is an area where there was a state rehabilitation project four years ago to bring the track to Class 2 standards. According to state statutes the corridor needs to be able to pass water, but is not required to function as part of the City's stormwater utility. Lucht stated there is water being pumped into rail corridor from a municipal pump. WSOR has done nothing differently but the conditions have changed and the current conditions are not sustainable as it interferes with infrastructure and operations.

Reiman asked when the CWR will be coming into Iowa County, Lucht stated there are a lot of variables but WSOR would like to be moving into Iowa County in 2-3 years. Mace asked if the Watertown issue is within City boundaries and if the City aware of the issue. Lucht responded it is in the City, and the City is aware of the issue. The City and WSOR do not see the situation in same way. Peper asked about the skidsteer in the corridor and asked who was pumping water into the Corridor, Lucht stated that it was a private individual who was trying to level their backyard and the City is pumping the water into the Corridor from a stormwater retention pond. Kannard stated that there is an additional issue where a lot of material is being eroded by the pump and from the development which is causing sedimentation into the corridor as well.

Schaalma stated the first Continuous Welded Rail (CWR) delivery train for the last phase of the Waukesha Sub. is scheduled in the coming weeks, with another arriving in July. Contractors are mobilizing for the tie project for the Cottage Grove Spur and Reedsburg Sub. Eleven at-grade crossings are part of that project, currently out for bid. Lunda is doing a bridge rehab for - 494 on the Fox Lake Sub. WSOR is doing the tie deck in Waunakee. The nine prairie bridges, two are through the bidding process, the remaining seven are being bid together (one to be removed, 6 replaced with culverts) Tie maintenance on the Madison Sub., surfacing of at-grade crossing, and weed spraying is scheduled and ready to begin. Schaalma stated that the high heat (90 + degrees) requires additional inspections and slow orders.

Anderson asked how much of the Waukesha Sub is currently CWR. Lucht stated the entire Sub (33 miles) should be completed by next year. Anderson asked about the highspeed passenger rail between Madison to Milwaukee. Lucht stated he does not have a lot of information on it and that a lot of the discussion is only political at the moment. Ranum asked if it were to happen, would WSOR be a part of it. Lucht stated yes because of the operating agreement and the intercity passenger agreement with WRRTC.

Alan Anderson asked for an update on the Merrimac Bridge. Schaalma stated engineering plans are nearly complete but they are awaiting a finalized Phase 3 funding agreement. Phase 2 of the Merrimac Bridge is finished and the final agreements to begin Phase 3 is being finalized. Completion date is expected to be 24 months from the start of Phase 3.

### **10. WisDOT Report – Lisa Stern - WisDOT.**

Stern reported that the Offer-to-Use for Sector 67 was completed this week. The new property manager, Todd Wojciuk, was approached by a property owner in Edgerton seeking to purchase WisDOT owned land. Stern offered clarification on the passenger rail question, she explained that Amtrack stated released its goals, which includes a connection to Madison. It is also something that is part of WisDOT's long term rail plan. It would be standard 79 mph rail. There is no actual plan at the moment but there is the goal from Amtrack. Stern stated that nearly all of the passenger rail in the US runs on Freight rail track.

### **11. WRRTC Correspondence/Communications and Administrator's Report – Honer, Admin.**

Honer reported that he has had correspondence for a Utility Crossing in Illinois that he expects to be on the July Agenda. He also received correspondence regarding the Hillside Road Bridge in Walworth County.

Honer reached out to the Commission's insurance agent regarding renewing its policy. The McHenry County Real Estate and Railroad taxes have been paid and Honer collected a receipt. Honer will have the 2022 Budget on next month's agenda for review and possible approval. The budget will need to be approved in August.

Nilson reported that he had the opportunity to inspect the Creek Rd bridge, which was a humpback bridge, completely replaced with a new bridge. Al Stanek asked for an update on the Hillside Rd Bridge. Honer explained that Walworth County's Highway Department is seeking information the Hillside Road Bridge regarding ownership and maintenance responsibility. Honer stated that Allan Polyock provided township meeting minutes from the Town of Linn, Walworth County that may indicate Township ownership of the bridge. Honer stated the township and county have been doing maintenance. Stanek asked Honer to respond to the County's letter. Lisa Stern stated that in order for that bridge to be eligible to be rebuilt with public funds it will need to be owned the Town or the County. It will likely end up going to the Office of the Commissioner of Railroads (OCR) to determine ownership. Stern stated that the WRRTC will want to turnover ownership of the bridge to the Town so that it can be rebuilt. Honer stated a preferable path is for the Township to take ownership and not need to deal with the OCR. Currently, the WRRTC is being told by WisDOT and the Township that it owns the bridge and may be responsible for maintenance. The WRRTC does not agree with this and believes the OCR would determine Township ownership, but the WRRTC would be ok with transferring the bridge to the Township without an OCR decision. The end results are the same for the WRRTC.

### **12. Discussion and Action on Memorandum of Understanding related to a Farm Crossing in Belden, Illinois – Honer.**

Honer stated the Commission's counsel was contacted by someone seeking to purchase a property that has a farm crossing on it. WRRTC's counsel reviewed the crossing and determined that it is a farm crossing according to Illinois law. A farm crossing allows someone the reasonable right to cross the railroad for agricultural reasons. I reached out to the prospective buyer to discuss the crossing. The prospective buyer is seeking to have a

## WRRTC JUNE 2021 MEETING MINUTES – DRAFT FOR APPROVAL

written agreement with the Commission. The MOU essentially states WRRTC recognizes the crossing as a farm crossing as long as the crossing stays mostly the same and there is language that indemnifies the WRRTC, WSOR, and WisDOT.

Ranum asked who drafted the MOU. Honer stated that WRRTC's attorney drafted the agreement. Kannard asked why WisDOT was on the agreement, Honer responded there is value in having WisDOT indemnified because of how the grant, land use, and operating agreements even though the WRRTC is the land and improvement owner.

Lucht stated WSOR has concerns and the Federal Rail Administration does consider farm crossings as private crossings. Lucht stated that the WSOR, WisDOT, and WRRTC have not finalized their private crossing policies. Lucht provided the language from Illinois state law and WSOR believes the law is intended for the crossing of livestock. Lucht stated that WSOR has numerous concerns regarding the crossing including the lack of insurance, the lack of crossing standards, and lack of signage. Lucht stated a track inspector visited the crossing recently and provided photos of the crossing. Lucht pointed out that vegetation is not controlled in the crossing quadrants and there are no yield signs, culverts, or approaches. Lucht stated that it is very important to have insurance especially in this location that has 4-6 trains a day and is a next phase of CWR. Lucht highlighted a photo that shows an excavator that had presumably utilized the crossing and said that equipment like that can damage the rail. Lucht also highlighted an aspect of the Illinois Farm Crossing Law that WSOR believes shows the intention of the law was to provide for cattle crossing. Lucht suggests WRRTC create a subcommittee to work on private crossing issues. WSOR requested that WRRTC table the MOU until a better process can be established.

Jeff Huttenburg believes the MOU agreement is a good step forward. The commission either has this agreement or has no agreement and no indemnification because it cannot force the landowner to sign the agreement based on farm crossing laws. Huttenburg stated the discussion on private crossing needs to continue because there is still a lack clarity regarding responsibilities. Huttenburg stated that the insurance requirements that WSOR requires is too expensive for most property owners. Huttenburg stated that farm crossing laws provide landowners a right to a suitable crossing but does not specify standards. Zarling asked why a crossing does not run with the land, Honer explained the Commission does not do easements because easements provide legal rights to the property. Honer stated the crossing cannot be removed because it is the only access to the property. If the crossing is removed, the Commission could expect further issues.

Potter stated that the amount of traffic and the improvements required for the crossing are two items that would change it to private crossing. Potter stated that a farm crossing is not required to be for only agricultural uses.

Ranum asked if the agreement should be referred back to the Commission's and WSOR's attorney. Honer responded the WRRTC would like to see all crossings meet the standards that WSOR has, but unfortunately that is not a reality in this situation. The landowner wants to keep the crossing as is and as it has always been. The landowner would not sign something that requires them to make substantial improvements and carry an expensive insurance policy on an established legal farm crossing they use a couple of times a month. Kate asked if language can be added to the MOU to restrict the types of vehicles allowed to use the crossings. Huttenburg stated it would be a good idea moving forward but it is always difficult when asking for changes from multiple parties.

- *Motion to approve the MOU for a Farm Crossing in Belden, Illinois. Huttenburg/Kannard.*

Kannard as if WSOR can provide insurance recommendations for private crossing agreements. Lucht stated the policy is a general commercial liability policy and some farmers already have enough coverage in place. Anderson asked if language can be changed in the MOU to protect the trackage. Huttenburg stated language can be added but the farm crossings law does not require any type of agreements to be in place. Honer stated he believes in both Illinois and Wisconsin farm crossing laws, the railroad operator is required to maintain the farm crossings, so the responsibility of protecting the rail is on WSOR. Morris stated he has three farm crossings on UP trackage, and the UP constructs and maintains the crossing without requiring anything from Morris. Peper asked if there are varying degrees of farm crossings to deal with differing levels of crossing. Honer stated there are no differing degrees in the state laws and is the problem. Kathy asked if there is anything in the agreement about the crossing user causing damages. Huttenburg stated that is generally the law and does not need to be explicit in the agreement and if it was in the agreement, it would still come down to an issue of proving where the damage came from. Honer referenced a clause in the agreement that instructs the crossing user to not do anything to interfere with rail operations. Mace asked if this was in Wisconsin would WSOR object. Lucht stated WSOR would object because they believe the state laws on farm crossings are not sufficient.

- *Motion to call the question. Huttenburg/Podzilni. Passed Unanimously.*
- *Motion to approve the MOU for a Farm Crossing in Belden, Illinois. Huttenburg/Kannard. Anderson, Mace, Kuhnke, and Reiman Opposed. Motion Passed.*

### **13. Discussion and Possible Action on July, August, and September Meetings – Sweeney and Honer.**

Honer stated WRRTC has had an offer from Sauk County and Jefferson County to hold a future meetings in those locations. Honer stated that he is not sure of the restrictions in Dane County. There will be an agenda item next month regarding the Watertown Sub. so Jefferson County may be a good location again next month. Nilson stated the meeting being held by zoom and in person is not working, would like to see meetings take place

## WRRTC JUNE 2021 MEETING MINUTES – DRAFT FOR APPROVAL

in person or by zoom. Ranum suggested that future meetings consider in -person meetings taking place quarterly rather than monthly with monthly meetings being done by Zoom. Anderson stated Dane County or Sauk City are central for all members and would like to see the future meetings return there. Roberts suggested zoom continue to be an option. Stanek and Mace suggested additional microphones. The July meeting will be held in the Jefferson Highway Garage location and the August meeting will be held in Madison.

### **14. Presentation on WisDOT FRPP and FRIIP Programs – Stern, WisDOT.**

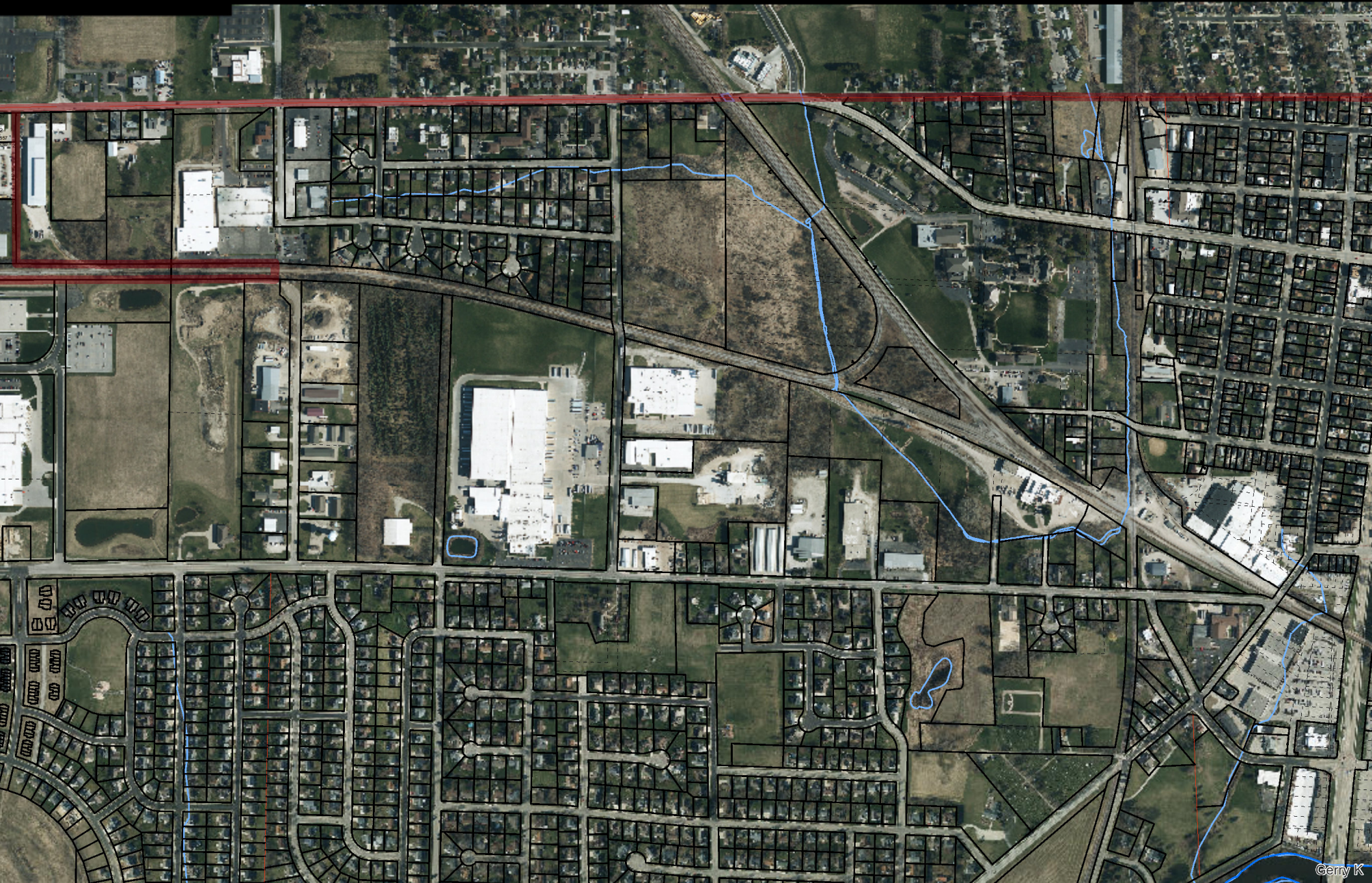
Stern presented on the recent FRPP and FRIIP awards to WSOR on the WRRTC system.

### **15. Adjournment.**

- *Motion to Adjourn at 11:50 am – Scallon/Cornford. Passed Unanimously.*

DRAFT







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## WRRTC 07-10-2021 Commercial General Liability Renewal Premium and Information

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Tom Schaefer <tschaefer@rsinsurance.biz>  
To: Matt Honer <m.honer@swwrpc.org>

Thu, Jul 1, 2021 at 3:07 PM

Matt:

Attached are the following for the above:

1. **Renewal Invoice for \$16,325,50.** This is WRRTC's first premium increase since 2003. WRRTC's prior years' premiums have remained at \$15,553 for the past 18 years. This year's renewal premium is up \$772.50 (up 5%). If averaged over 18 years, this is an annual average increase of \$43 and just over 0.27%. The general commercial insurance market has been hardening over the past three years. The very limited railroad liability market has tightened over the past two years, with at least two companies withdrawing from the railroad liability market completely. Last year our wholesale broker, who has access to most commercial insurance markets, quoted WRRTC's renewal policy with multiple companies. Your current carrier had the lowest premium with broader coverages than the other companies quoting. Those companies continuing to write railroad liability coverage have been taking 15% to 20 % increases in premiums this renewal year. Your carrier wanted a 7.5% increase, but we were able to negotiate the 5% increase.
2. Renewal Coverage Premium (Including Coverage Specifications). This shows the renewal limits, retroactive date, and coverage forms are the same as those as the expiring policy.
3. Copy of the 07-10-2020 expiring policy. Other than a change in the coverage dates and a change in the premium, the renewal policy will be the same as the expiring policy.
4. Terrorism Insurance Rejection Form. In all past years, WRRTC has elected to reject terrorism coverage. To include terrorism coverage this year, the premium cost is an additional \$811.64. This terrorism form contains some detail information about terrorism coverage. Please advise if WRRTC wishes to include this coverage this year. If the coverage is wanted, please check that you wish to elect coverage on the form and put your initials next to your new check. Whether or not terrorism coverage is wanted, **this form will need to be signed, dated, and returned to me ASAP, but by no later than Friday 07-09-2021 for me to request the renewal coverage to be bound effective 07-10-2021.**

Please advise if any questions.

Thank you for your business!

Tom Schaefer

Thomas R Schaefer, CPCU ARM CIC

Richgels Schaefer Agency, Inc

147 W Hickory St

PO Box 549

Lancaster, WI 53813

608-723-6326, ext 3080

[tom@rsinsurance.biz](mailto:tom@rsinsurance.biz)

-- This information is privileged and confidential. It is intended only for the sole use of the addressee. You are hereby notified that any unauthorized use of any kind, including but not limited to discussing, copying, or distributing this information in any way or by any means is strictly prohibited. If you have received this communication in error, please call us immediately to arrange for its return. Thank you.

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**4 attachments**



**WRRTC 07-10-2021 Renewal Invoice.pdf**

285K



**WRRTC 07-10-2021 CGL Renewal Premium.pdf**

911K



**WRRTC Commercial General Liability 07-10-2020 Expiring Policy .pdf**

1472K



**WRRTC Terrorism Insurance Rejection Form for 07-10-2021 Renewal .pdf**

643K

# INVOICE



<b>Customer</b>	Wisconsin River Rail Transit Commission
<b>Acct #</b>	2986
<b>Date</b>	07/01/2021
<b>Customer Service</b>	Thomas Schaefer
<b>Page</b>	1 of 1

Wisconsin River Rail Transit Commission  
 PO Box 262  
 Platteville, WI 53818

Payment Information	
<b>Invoice Summary</b>	\$ 16,325.50
<b>Payment Amount</b>	
<b>Payment for:</b>	Invoice#13690
REFERENCE # 9221859-A	

Thank You

Please detach and return with payment



Customer: Wisconsin River Rail Transit Commission

Invoice	Effective	Transaction	Description	Amount
13690	07/10/2021	Renew policy	Policy #REFERENCE # 9221859-A 07/10/2021-07/10/2022 Swett Insurance Managers  General Liability - Renew policy Surplus Lines Tax - Renew policy Brkg/Ins Company Policy Fee - Renew policy  Railroad liability policy written by Aspen Specialty Insurance Company for the period of 7/10/2021-2022	15,750.00 475.50 100.00

<b>Total</b>
\$ 16,325.50

Thank You

Richgels-Schaefer Agency, Inc. 147 W Hickory St PO Box 549 Lancaster, WI 53813	(608)723-6326  agency@rsinsurance.biz	<b>Date</b>
		07/01/2021

**POLICYHOLDER DISCLOSURE  
NOTICE OF TERRORISM INSURANCE COVERAGE**

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

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

- I hereby **elect** to purchase the federal terrorism insurance coverage for the premium of \$788
- I hereby **reject** this offer of the federal terrorism insurance coverage and elect to have a terrorism exclusion, sublimit or other limitation included in my policy. I understand that I will have no, or limited, coverage for losses arising from acts of terrorism under my policy.

*wisconsin River Rail Transit Commission*

Applicant/Named Insured  
Signature

*Matthew J. Honer*  
Print Name

*SWW RPC Administrator  
for WRRTC*

Policy Number — *To Follow*

*Aspen Specialty Insurance Company*  
Name of Insurer

Date

Highly Confidential



07-10-2021/22

Quote Number: RR10Q0000280514

### COMMERCIAL GENERAL LIABILITY QUOTE

#### APPLICANT INFORMATION

**Applicant/Insured Name:** Wisconsin River Rail Transit Commission (WRRTC)  
**Mailing Address:** 20 South Court Street  
Platteville, WI 53818

#### CGL PROGRAM PARAMETERS

**Policy Period:** July 10, 2021 to July 10, 2022 (both days at 12:01 a.m. standard time)  
**Retroactive Date:** 7/10/2002  
**Issuing Company:** Aspen Specialty Insurance Company (Non-Admitted)  
A.M. Best Rating A (Excellent) XV  
**Coverage Form:** CG 00 02 04 13 - Commercial General Liability (Claims-Made Form)  
**Limits Of Insurance:** \$2,000,000 Each Occurrence Limit  
Excluded Damage to Premises Rented To You Limit (Any one Premise)  
Excluded Medical Expense Limit (Any one Person)  
\$2,000,000 Personal & Advertising Injury Limit  
\$4,000,000 General Aggregate Limit  
\$4,000,000 Products / Completed Operations Aggregate Limit  
**Defense Basis:** Outside  
**Deductible:** \$15,000 Per Occurrence including loss adjustment expense

#### PREMIUM

**Commercial General Liability Premium:** \$15,750 Minimum & Deposit (25% Minimum Earned)  
**Terrorism Charge:** ~~Not wanted~~ ~~\$788~~  
**Total Premium:** ~~\$16,538~~ 15,750.00 + 475.50 } total = \$ 16,325.50  
wholesale Brokers Fee  
WI SL TAX

#### PREMIUM CALCULATION

Audit Basis: Annual

Classifications or Locations	Premium Basis	Exposure	Rate per \$1,000
Railroad Track Lessor	Location	1	FLAT

#### FORMS & ENDORSEMENTS

In addition to the policy form, the following endorsements apply:

- ✓ SNWI 0511 Wisconsin Surplus Lines Notice
  - ✓ ASPGL453DEC 0217 Commercial General Liability Declarations
  - ✓ CG0002 0413 Commercial General Liability (Claims-Made Form)
- Highly Confidential

- ✓ APNOFAC0001 0410 OFAC Endorsement
- ✓ ASPGLRR003 0616 Aspen Signature Page
- ✓ ASPGLRR002 0616 General Service Of Suit Notice
- ✓ ASPGL001 0516 Asbestos Exclusion Endorsement
- ✓ ASPGL003 0516 Total Lead Exclusion Endorsement
- ✓ ASPGL041 0516 Intellectual Property Infringement Exclusion
- ✓ ASPGLRR006 0616 Non-Duplication Of Limits Of Insurance Endorsement
- ✓ ASPGL133 0815 Cross Suits Exclusion Endorsement
- ✓ ASPGL382 0516 Amend Liability Premium Conditions Minimum And Deposit Premium And Minimum Earned Premium Endorsement
- ✓ ASPGLRR005 0616 Deductible Liability Insurance
- ✓ CG2001 0413 Primary And Noncontributory Other Insurance Condition
- ✓ CG2026 0413 Additional Insured – Designated Person or Organization *WI Dept of Transportation*
- ✓ CG2144 0798 Limitation of Coverage to Designated Premises or Project
- ✓ CG2147 1207 Employment Related Practices Exclusion
- ✓ CG2149 0999 Total Pollution Exclusion Endorsement
- ✓ CG2167 1204 Fungus or Bacteria Exclusion
- ✓ CG2173 0115 Exclusion for Certified Acts of Terrorism
- ✓ CG2196 0305 Silica Or Silica-Related Dust Exclusion
- ✓ CG2279 0413 Exclusion – Contractors Professional Liability
- ✓ CG2404 0509 Waiver of Transfer of Rights Of Recovery Against Others To Us – *Per written Contract*
- ✓ CG2417 1001 Contractual Liability – Railroads *RR w/ which the insured has entered into a written contract*
- ✓ IL0017 1198 Common Policy Conditions
- ✓ IL0021 0908 Nuclear Energy Liability Exclusion Endorsement (Broad Form)
- ✓ ASPGLRR004 0616 Policyholder's Guide to Reporting a Casualty Claim

## CONDITIONS

This proposal is subject to the following conditions. Please read them carefully.

- Signed and Completed TRIA Form
- Signed and Completed SL Form (Even if Exempt) - CRC Completes

Highly Confidential

## WISCONSIN SURPLUS LINES NOTICE

THIS INSURANCE CONTRACT IS WITH AN INSURER WHICH HAS NOT OBTAINED A CERTIFICATE OF AUTHORITY TO TRANSACT A REGULAR INSURANCE BUSINESS IN THE STATE OF WISCONSIN, AND IS ISSUED AND DELIVERED AS A SURPLUS LINES COVERAGE PURSUANT TO s. 618.41 OF THE WISCONSIN STATUTES. SECTION 618.43(1), WISCONSIN STATUTES, REQUIRES PAYMENT BY THE POLICYHOLDER OF 3% TAX ON GROSS PREMIUM.

Aspen Specialty Insurance Company (The "Company")  
**POLICY NUMBER: RG00H2J20**  
 Renewal of: New



**COMMERCIAL GENERAL LIABILITY DECLARATIONS**  
 THIS IS A CLAIMS MADE COVERAGE POLICY. PLEASE READ IT CAREFULLY.

COMPANY	PRODUCER
Aspen Specialty Insurance Company c/o Aspen Specialty Insurance Management Inc. 590 Madison Avenue, 7th Floor New York, NY 10022	CRC Insurance Services, Inc. 920 Second Avenue South Suite 600 Minneapolis, MN 55402

INSURED INFORMATION	
<b>Named Insured</b>	Wisconsin River Rail Transit Commission (WRRTC)
<b>Mailing Address</b>	20 South Court Street Platteville, WI 53818

POLICY PERIOD			
<b>Effective Date:</b> 07/10/2020	<b>Expiration Date:</b> 07/10/2021	AT 12:01 A.M. TIME AT YOUR MAILING ADDRESS SHOWN ABOVE	First Year Coverage: 2020

**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS AND CONDITIONS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.**

LIMITS OF INSURANCE		
<b>Each Occurrence Limit</b>	\$2,000,000	
<b>Damage To Premises Rented to You Limit</b>	Excluded	Any one premise
<b>Medical Expense Limit</b>	Excluded	Any one person
<b>Personal &amp; Advertising Injury Limit</b>	\$2,000,000	Any one person or organization
<b>General Aggregate Limit</b>	\$4,000,000	
<b>Products/Completed Operations Aggregate Limit</b>	\$4,000,000	
<b>Deductible</b>	\$15,000	
<b>Policy Aggregate Limit</b>	N/A	

RETROACTIVE DATE
<b>THIS INSURANCE DOES NOT APPLY TO "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" WHICH OCCURS BEFORE THE RETROACTIVE DATE, IF ANY, SHOWN BELOW.</b>
<b>RETROACTIVE DATE: 7/10/2002</b>

DESCRIPTON OF BUSINESS				
<b>FORM OF BUSINESS</b>	Individual	Partnership	Joint Venture	Trust
	Limited Liability Company	<input checked="" type="checkbox"/> Organization, including a Corporation (but not including a Partnership, Joint Venture or Limited Liability Company)		
	Other			



Aspen Specialty Insurance Company (The "Company")  
**POLICY NUMBER: RG00H2J20**  
 Renewal of: New



PREMIUM	
Commercial General Liability Premium	\$15,000 Minimum & Deposit (25% Minimum Earned)
Terrorism Charge	\$0
<b>Total Premium</b>	<b>\$15,000 + 3% WI SL TAX</b>

PREMIUM CALCULATION				
Audit Basis: Annual				
Premium Basis	Exposure	Rate per \$1,000	TRIA	Advance Premium
Location	1	FLAT	\$0	\$15,000 Minimum & Deposit (25% Minimum Earned)

FORMS & ENDORSEMENTS
ENDORSEMENTS ATTACHED TO THIS POLICY:
See Schedule of Forms and Endorsements

This Declarations page, together with the Application for this Policy, the attached Policy form and all Endorsements thereto, shall constitute the contract between the Company and the insured. The Policy is valid only if signed below by a duly authorized representative of the Company.

In witness whereof, the Company has caused this Policy to be signed below by a duly authorized representative of the Company.

ISSUE DATE: 08/17/2020

By:

(Authorized Representative)

This insurance contract is with an insurer which has not obtained a certificate of authority to transact a regular insurance business in the state of Wisconsin, and is issued and delivered as a surplus lines coverage pursuant to s. 618.41 of the Wisconsin Statutes. Section 618.43(1), Wisconsin Statutes, requires payment by the policyholder of 3% tax on gross premium.

# COMMERCIAL GENERAL LIABILITY COVERAGE FORM

## COVERAGES A AND B PROVIDE CLAIMS-MADE COVERAGE. PLEASE READ THE ENTIRE FORM CAREFULLY.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section VI – Definitions.

### SECTION I – COVERAGES

#### COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

##### 1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" did not occur before the Retroactive Date, if any, shown in the Declarations or after the end of the policy period; and
- (3) A claim for damages because of the "bodily injury" or "property damage" is first made against any insured, in accordance with Paragraph c. below, during the policy period or any Extended Reporting Period we provide under Section V – Extended Reporting Periods.

c. A claim by a person or organization seeking damages will be deemed to have been made at the earlier of the following times:

- (1) When notice of such claim is received and recorded by any insured or by us, whichever comes first; or
- (2) When we make settlement in accordance with Paragraph a. above.

All claims for damages because of "bodily injury" to the same person, including damages claimed by any person or organization for care, loss of services, or death resulting at any time from the "bodily injury", will be deemed to have been made at the time the first of those claims is made against any insured.

All claims for damages because of "property damage" causing loss to the same person or organization will be deemed to have been made at the time the first of those claims is made against any insured.

##### 2. Exclusions

This insurance does not apply to:

###### a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

**b. Contractual Liability**

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

**c. Liquor Liability**

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or

- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

**d. Workers' Compensation And Similar Laws**

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

**e. Employer's Liability**

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

**f. Pollution**

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
  - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
    - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use by the building's occupants or their guests;
    - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
    - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
  - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
  - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
    - (i) Any insured; or
    - (ii) Any person or organization for whom you may be legally responsible; or
  - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
    - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
    - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
    - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
  - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".



(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

**g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 26 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

**h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

**i. War**

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**j. Damage To Property**

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**k. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**l. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**m. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**n. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**o. Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

**p. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**q. Recording And Distribution Of Material In Violation Of Law**

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

## **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**

### **1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business, but only if:
  - (1) The offense was committed in the "coverage territory";
  - (2) The offense was not committed before the Retroactive Date, if any, shown in the Declarations or after the end of the policy period; and

- (3) A claim for damages because of the "personal and advertising injury" is first made against any insured, in accordance with Paragraph c. below, during the policy period or any Extended Reporting Period we provide under Section V – Extended Reporting Periods.

- c. A claim made by a person or organization seeking damages will be deemed to have been made at the earlier of the following times:

- (1) When notice of such claim is received and recorded by any insured or by us, whichever comes first; or
- (2) When we make settlement in accordance with Paragraph a. above.

All claims for damages because of "personal and advertising injury" to the same person or organization as a result of an offense will be deemed to have been made at the time the first of those claims is made against any insured.

### **2. Exclusions**

This insurance does not apply to:

#### **a. Knowing Violation Of Rights Of Another**

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

#### **b. Material Published With Knowledge Of Falsity**

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

#### **c. Material Published Prior To Policy Period**

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the Retroactive Date, if any, shown in the Declarations.

#### **d. Criminal Acts**

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

**e. Contractual Liability**

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

**f. Breach Of Contract**

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

**g. Quality Or Performance Of Goods – Failure To Conform To Statements**

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

**h. Wrong Description Of Prices**

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

**i. Infringement Of Copyright, Patent, Trademark Or Trade Secret**

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

**j. Insureds In Media And Internet Type Businesses**

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

**k. Electronic Chatrooms Or Bulletin Boards**

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

**l. Unauthorized Use Of Another's Name Or Product**

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

**m. Pollution**

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

**n. Pollution-related**

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**o. War**

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**p. Recording And Distribution Of Material In Violation Of Law**

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

**COVERAGE C – MEDICAL PAYMENTS**

**1. Insuring Agreement**

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations;
- provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

**2. Exclusions**

We will not pay expenses for "bodily injury":

**a. Any Insured**

To any insured, except "volunteer workers".

**b. Hired Person**

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

**c. Injury On Normally Occupied Premises**

To a person injured on that part of premises you own or rent that the person normally occupies.

**d. Workers' Compensation And Similar Laws**

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

**e. Athletics Activities**

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

**f. Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

**g. Coverage A Exclusions**

Excluded under Coverage A.

**SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**

1. We will pay, with respect to any claim we investigate or settle or any "suit" against an insured we defend:

- a. All expenses we incur.



- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
  - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
  - b. This insurance applies to such liability assumed by the insured;
  - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
  - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
  - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

- (1) Agrees in writing to:
  - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
  - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
  - (c) Notify any other insurer whose coverage is available to the indemnitee; and
  - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
- (2) Provides us with written authorization to:
  - (a) Obtain records and other information related to the "suit"; and
  - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

## SECTION II – WHO IS AN INSURED

- 1. If you are designated in the Declarations as:
  - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
  - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
  - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
    - (1) "Bodily injury" or "personal and advertising injury":
      - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
      - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (a) above;
      - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (a) or (b) above; or
      - (d) Arising out of his or her providing or failing to provide professional health care services.
    - (2) "Property damage" to property:
      - (a) Owned, occupied or used by;
      - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
        - you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
  - b. Any person (other than your "employee" or "volunteer worker") or any organization while acting as your real estate manager.
  - c. Any person or organization having proper temporary custody of your property if you die, but only:
    - (1) With respect to liability arising out of the maintenance or use of that property; and
    - (2) Until your legal representative has been appointed.
  - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
  - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

**SECTION III – LIMITS OF INSURANCE**

- 1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage **C**;
  - b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
  - c. Damages under Coverage **B**.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage **A**; and
  - b. Medical expenses under Coverage **C** because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

#### **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**

##### **1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

##### **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or offense which may result in a claim. To the extent possible, notice should include:
  - (1) How, when and where the "occurrence" or offense took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

Notice of an "occurrence" or offense is not notice of a claim.

- b. If a claim is received by any insured, you must:
  - (1) Immediately record the specifics of the claim and the date received; and
  - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim as soon as practicable.
- c. You and any other involved insured must:
  - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or a "suit";
  - (2) Authorize us to obtain records and other information;
  - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
  - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

##### **3. Legal Action Against Us**

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

#### 4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

##### a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

##### b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (i) That is effective prior to the beginning of the policy period shown in the Declarations of this insurance and applies to "bodily injury" or "property damage" on other than a claims-made basis, if:
    - i. No Retroactive Date is shown in the Declarations of this insurance; or
    - ii. The other insurance has a policy period which continues after the Retroactive Date shown in the Declarations of this insurance;
  - (ii) That is Fire, Extended Coverage, Builders' Risk, Installation Risk or similar coverage for "your work";
  - (iii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
  - (iv) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(v) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

##### c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

## 5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

## 6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

## 7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

## 8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

## 9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

## 10. Your Right To Claim And Occurrence Information

We will provide the first Named Insured shown in the Declarations the following information relating to this and any preceding general liability claims-made Coverage Part we have issued to you during the previous three years:

- a. A list or other record of each "occurrence", not previously reported to any other insurer, of which we were notified in accordance with Paragraph 2.a. of the Section IV – Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition. We will include the date and brief description of the "occurrence" if that information was in the notice we received.
- b. A summary by policy year, of payments made and amounts reserved, stated separately, under any applicable General Aggregate Limit and Products-Completed Operations Aggregate Limit.

Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values.

You must not disclose this information to any claimant or any claimant's representative without our consent.

If we cancel or elect not to renew this Coverage Part, we will provide such information no later than 30 days before the date of policy termination. In other circumstances, we will provide this information only if we receive a written request from the first Named Insured within 60 days after the end of the policy period. In this case, we will provide this information within 45 days of receipt of the request.

We compile claim and "occurrence" information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers, or others to whom this information is furnished by or on behalf of any insured. Cancellation or nonrenewal will be effective even if we inadvertently provide inaccurate information.

## SECTION V – EXTENDED REPORTING PERIODS

1. We will provide one or more Extended Reporting Periods, as described below, if:
  - a. This Coverage Part is canceled or not renewed; or
  - b. We renew or replace this Coverage Part with insurance that:
    - (1) Has a Retroactive Date later than the date shown in the Declarations of this Coverage Part; or



(2) Does not apply to "bodily injury", "property damage" or "personal and advertising injury" on a claims-made basis.

2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to claims for:
  - a. "Bodily injury" or "property damage" that occurs before the end of the policy period but not before the Retroactive Date, if any, shown in the Declarations; or
  - b. "Personal and advertising injury" caused by an offense committed before the end of the policy period but not before the Retroactive Date, if any, shown in the Declarations.

Once in effect, Extended Reporting Periods may not be canceled.

3. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for:
  - a. Five years with respect to claims because of "bodily injury" and "property damage" arising out of an "occurrence" reported to us, not later than 60 days after the end of the policy period, in accordance with Paragraph 2.a. of the Section IV – Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition;
  - b. Five years with respect to claims because of "personal and advertising injury" arising out of an offense reported to us, not later than 60 days after the end of the policy period, in accordance with Paragraph 2.a. of the Section IV – Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition; and
  - c. Sixty days with respect to claims arising from "occurrences" or offenses not previously reported to us.

The Basic Extended Reporting Period does not apply to claims that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such claims.

4. The Basic Extended Reporting Period does not reinstate or increase the Limits of Insurance.
5. A Supplemental Extended Reporting Period of unlimited duration is available, but only by an endorsement and for an extra charge. This supplemental period starts when the Basic Extended Reporting Period, set forth in Paragraph 3. above, ends.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- a. The exposures insured;
- b. Previous types and amounts of insurance;
- c. Limits of Insurance available under this Coverage Part for future payment of damages; and
- d. Other related factors.

The additional premium will not exceed 200% of the annual premium for this Coverage Part.

This endorsement shall set forth the terms, not inconsistent with this section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for claims first received during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

6. If the Supplemental Extended Reporting Period is in effect, we will provide the supplemental aggregate limits of insurance described below, but only for claims first received and recorded during the Supplemental Extended Reporting Period.

The supplemental aggregate limits of insurance will be equal to the dollar amount shown in the Declarations in effect at the end of the policy period for such of the following limits of insurance for which a dollar amount has been entered:

General Aggregate Limit

Products-Completed Operations Aggregate Limit

Paragraphs 2. and 3. of Section III – Limits Of Insurance will be amended accordingly. The Personal and Advertising Injury Limit, the Each Occurrence Limit and the Damage To Premises Rented To You Limit shown in the Declarations will then continue to apply, as set forth in Paragraphs 4., 5. and 6. of that section.

## SECTION VI – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:
  - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
  - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
  - c. All other parts of the world if the injury or damage arises out of:
    - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
    - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
    - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
  - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:
  - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
  - b. A sidetrack agreement;
  - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - e. An elevator maintenance agreement;
  - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (2) above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - (1) Power cranes, shovels, loaders, diggers or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

- (a) Snow removal;
- (b) Road maintenance, but not construction or resurfacing; or
- (c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or

g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

**15.** "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**16.** "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
  - (a) When all of the work called for in your contract has been completed.
  - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
  - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

**17.** "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from, computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**18.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

**19.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

**20.** "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

**21.** "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - (a) You;
  - (b) Others trading under your name; or
  - (c) A person or organization whose business or assets you have acquired; and

- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- b. Includes:
  - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
  - (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

**22. "Your work":**

- a. Means:
  - (1) Work or operations performed by you or on your behalf; and
  - (2) Materials, parts or equipment furnished in connection with such work or operations.
- b. Includes:
  - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
  - (2) The providing of or failure to provide warnings or instructions.



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

## **OFAC ENDORSEMENT**

In consideration of the premium charged, it is agreed that any payment under this Policy shall only be made in full compliance with all U.S.A economic or trade sanctions or other laws or regulations, including sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.**

IN WITNESS WHEREOF, the Insurer has caused this Policy to be signed by its President and Secretary and countersigned where required by law on the Declarations page by its duly Authorized Representative.



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Secretary



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President

## GENERAL SERVICE OF SUIT NOTICE

In the event of failure of the Company to pay any amount claimed to be due under the terms of this policy, the Company, at the request of the **Insured**, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of the Company's 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. In any suit instituted against the Company upon this policy, the Company will abide by the final decision of such court or of any appellate court in the event of appeal.

It is further agreed that service of process in such suit may be made upon: Aspen Specialty Insurance Management, Inc., c/o General Counsel, 175 Capital Blvd., Rocky Hill, CT 06067; (877) 245-3510; Questions can be directed to: [Compliance.us@aspenspecialty.com](mailto:Compliance.us@aspenspecialty.com)

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefore, the Company hereby designates the Superintendent, Commissioner or Director of Insurance, Secretary of State, or other officer specified for that purpose in the statute, as its true and lawful attorney upon whom service may be made of any lawful process in any action, suit, or proceeding instituted by or on behalf of the **Insured** or any beneficiary hereunder arising out of this policy of insurance and hereby designates the above named General Counsel as the person to whom the said officer is authorized to mail such process or a true copy thereof.

This notice does not change any other provision of the policy.

## SCHEDULE OF FORMS AND ENDORSEMENTS

**NAMED INSURED:** Wisconsin River Rail Transit Commission (WRRTC)

**POLICY NUMBER:** RG00H2J20

**FORMS AND ENDORSEMENTS MADE PART OF THIS POLICY AT TIME OF ISSUE:  
FORM NUMBER AND TITLE:**

SNWI 0511	Wisconsin Surplus Lines Notice
ASPGL453DEC 0217	Commercial General Liability Declarations
CG0002 0413	Commercial General Liability (Claims-Made Form)
APNOFAC0001 0410	OFAC Endorsement
ASPGLRR003 0616	Aspen Signature Page
ASPGLRR002 0616	General Service Of Suit Notice
ASPGL006 0104	Schedule Of Forms And Endorsements
ASPGL001 0516	Asbestos Exclusion Endorsement
ASPGL003 0516	Total Lead Exclusion Endorsement
ASPGL041 0516	Intellectual Property Infringement Exclusion
ASPGLRR006 0616	Non-Duplication Of Limits Of Insurance Endorsement
ASPGL133 0815	Cross Suits Exclusion Endorsement
ASPGL382 0516	Amend Liability Premium Conditions Minimum And Deposit Premium And Minimum Earned Premium Endorsement
ASPGLRR005 0616	Deductible Liability Insurance
CG2001 0413	Primary And Noncontributory Other Insurance Condition
CG2026 0413	Additional Insured – Designated Person or Organization
CG2144 0798	Limitation of Coverage to Designated Premises or Project
CG2147 1207	Employment Related Practices Exclusion
CG2149 0999	Total Pollution Exclusion Endorsement
CG2167 1204	Fungus or Bacteria Exclusion
CG2173 0115	Exclusion for Certified Acts of Terrorism
CG2196 0305	Silica Or Silica-Related Dust Exclusion
CG2279 0413	Exclusion – Contractors Professional Liability
CG2404 0509	Waiver of Transfer of Rights Of Recovery Against Others To Us
CG2417 1001	Contractual Liability – Railroads
IL0017 1198	Common Policy Conditions
IL0021 0908	Nuclear Energy Liability Exclusion Endorsement (Broad Form)
ASPGLRR004 0616	Policyholder's Guide to Reporting a Casualty Claim

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

## **ASBESTOS EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

In consideration of the premium charged, it is agreed that:

**A. SECTION I – COVERAGES, COVERAGE A. – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. – EXCLUSIONS and SECTION I – COVERAGES, COVERAGE B. – PERSONAL AND ADVERTISING INJURY LIABILITY, Paragraph 2. – EXCLUSIONS,** are each amended to include the following exclusions:

1. Any liability for “bodily injury”, “property damage”, “personal and advertising injury”, occupational disease, disability, shock, mental anguish or mental injury, at any time arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust; or
2. Any obligation of the “insured” to indemnify any party because of damages arising out of “bodily injury”, “property damage”, “personal and advertising injury”, occupational disease, disability, shock, mental anguish or mental injury, at any time as a result of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust; or
3. Any obligation to defend any “suit” or claim against the “insured” alleging bodily injury, “property damage”, “personal and advertising injury”, occupational disease, disability, shock, mental anguish or mental injury, resulting from or contributed to, by the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.**

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

## **TOTAL LEAD EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

In consideration of the premium charged, it is agreed that:

**A. SECTION I – COVERAGES, COVERAGE A. – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. – EXCLUSIONS and SECTION I – COVERAGES, COVERAGE B. – PERSONAL AND ADVERTISING INJURY LIABILITY, Paragraph 2. – EXCLUSIONS, are each amended to include the following exclusions:**

1. Any liability for “bodily injury”, “property damage”, “personal and advertising injury” based upon, arising out of, directly or indirectly, in whole or in part, or in any way involving the presence, ingestion, inhalation, or absorption of or exposure to lead, lead compounds, or lead contained in any materials;
2. Any cost or expense to abate, mitigate, remove, or dispose of lead, lead compounds or materials containing lead;
3. Any supervision, instruction, recommendations, warnings or advice given or which should have been given in connection with parts 1. or 2. above; or
4. Any obligation to share damages with or repay anyone else who must pay damages in connection with parts 1., 2., or 3. above.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.**



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

## **INTELLECTUAL PROPERTY INFRINGEMENT EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

In consideration of the premium charged, it is agreed that:

- A. SECTION I – COVERAGES, COVERAGE A. – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. – EXCLUSIONS and SECTION I – COVERAGES, COVERAGE B. – PERSONAL AND ADVERTISING INJURY LIABILITY, Paragraph 2. – EXCLUSIONS,** are each amended to include the following exclusion:

### **Intellectual Property Infringement**

Any liability, damage, "occurrence", claim, offense, loss, cost or expense based upon, arising out of, directly or indirectly, in whole or in part, or in any way involving:

**(1)** Any actual or alleged:

- (a)** Deceptive, false, fraudulent, misleading, unfair, unlawful, or untrue business act or practice with respect to advertising;
- (b)** Copyright, patent or trademark infringement; or
- (c)** Misappropriation of trade secret and or practice, piracy or other intellectual property whether caused by or at the instigation or direction of any Insured, Insured's employees, patrons or any other person.

- B.** We will not be obligated to investigate, defend or indemnify any insured or any other person or entity claiming any right under this insurance, for the matters excluded in this Endorsement.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.**

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

## **NON-DUPLICATION OF LIMITS OF INSURANCE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

In consideration of the premium charged, it is agreed that:

Regardless of the number of insureds, claims made or "suits" brought, or persons or organizations making claims or bringing "suits":

- a. With respect to all "bodily injury" and "property damage" that arises out of one "occurrence" and is covered, in whole or in part, by this policy and any other policy issued by us or any affiliate to you, the maximum that we will pay under all such policies combined is the highest Each Occurrence Limit of Insurance set forth in the Limits of Insurance section of the Declarations; provided that this Endorsement does not apply to any policies or coverage part(s) or coverage form(s) issued by us or an affiliated company specifically to apply as excess insurance over this policy.

In the event of continuous, progressive or repeated "bodily injury" or "property damage" over any length of time, such "bodily injury" or "property damage" shall be deemed to be one "occurrence".

- b. With respect to all "personal and advertising injury" that arises out of the commission of an offense covered by this policy and any other policy issued by us or any affiliate to you, the maximum that we will pay under all such policies combined is the highest Personal and Advertising Injury Limit of Insurance set forth in the Limits of Insurance section of the Declarations; provided that this Endorsement does not apply to any policies or coverage part(s) or coverage form(s) issued by us or an affiliated company specifically to apply as excess insurance over this policy.

In the event of continuous, progressive, or repeated "personal and advertising injury" over any length of time, such "personal and advertising injury" shall be deemed to be one offense.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.**

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

## **CROSS SUITS EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

In consideration of the premium charged, it is agreed that **SECTION IV. EXCLUSIONS**, is amended to include the following exclusion:

This insurance does not apply to any claim or "suit" based upon, arising out of, directly or indirectly, in whole or in part, or in any way involving the following:

#### **Cross Suits**

Any claim made or "suit" brought by any "Named Insured" under this Policy against another "Named Insured" under this Policy.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.**

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

## **AMEND LIABILITY PREMIUM CONDITIONS - MINIMUM AND DEPOSIT PREMIUM AND MINIMUM EARNED PREMIUM ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM and all other coverage parts or forms that are part of this insurance policy

In consideration of the premium charged, it is agreed that:

**A. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 5. Premium Audit, Subparagraph b., is deleted in its entirety and replaced by the following:**

**b.** The premium designated in this policy as advance premium is a minimum and deposit premium, which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period, the earned premium shall be computed for such period and upon notice thereof to the Named Insured, shall become due and payable. If the total earned premium for the policy period is less than the premium designated as advance premium, such final earned premium shall not be less than 100% of the advanced premium for the policy period indicated, and is not subject to further adjustment.

**B. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 5. Premium Audit, is amended to include the following:**

If this policy is cancelled at the insured's request, then the total premium retained by us shall be no less than 25% of the original premium.

If this policy is written with:

- (1)** a designated construction project endorsement; or
- (2)** a term greater than 12 months,

Then the policy will be fully earned and no return premium will be returned:

- (a)** At the time of "substantial completion"; or
- (b)** By 7/10/2021,

Whichever occurs earlier.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**DEDUCTIBLE LIABILITY INSURANCE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

In consideration of the premium charged, it is agreed that:

**SCHEDULE**

<b>Coverage</b>	<b>Amount of Deductible PER OCCURRENCE</b>
Bodily Injury Liability; or	\$
Property Damage Liability; or	\$
Bodily Injury Liability and/or Property Damage Liability Combined	\$15,000

(If no entry appears above, information required to complete this Endorsement will be shown in the Declarations as applicable to this Endorsement.)

**APPLICATION OF ENDORSEMENT** (Enter above any limitations on the application of this Endorsement. If no limitation is entered, the deductibles apply to damages for all "bodily injury" and "property damage", however caused):

- I. Our obligation under the Bodily Injury Liability, Property Damage Liability, and Personal And Advertising Injury Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above, as applicable to such coverages.
- II. You may select a deductible amount on either a "per claim" or a "per occurrence" basis. Your selected deductible applies to the coverage option and to the basis of the deductible indicated by the placement of the deductible amount in the Schedule above. The deductible amount stated in the Schedule above applies as follows:
  - A. **PER CLAIM BASIS.** If the deductible amount indicated in the Schedule above is on a "per claim" basis, that deductible applies as follows:
    1. Under Bodily Injury Liability Coverage, to all damages sustained by any one person because of "bodily injury";
    2. Under Property Damage Liability Coverage, to all damages sustained by any one person because of "property damage";
    3. Under Personal And Advertising Injury Liability Coverage, to all damages sustained by any one person because of "personal and advertising injury"; or
    4. Under Bodily Injury Liability, Property Damage Liability and/or Personal And Advertising Injury Liability Coverage Combined, to all damages sustained by any one person because of:
      - a. "Bodily injury";
      - b. "Property damage";

c. "Bodily injury" and "property damage" combined; or

d. "Personal and advertising injury",

as the result of any one "occurrence".

If damages are claimed for care, loss of services or death resulting at any time from "bodily injury", a separate deductible amount will be applied to each person making a claim for such damages.

With respect to "property damage" and "personal and advertising injury", person includes an organization.

**B. PER OCCURRENCE BASIS.** If the deductible amount indicated in the Schedule above is on a "per occurrence" basis, that deductible amount applies as follows:

1. Under Bodily Injury Liability Coverage, to all damages because of "bodily injury";

2. Under Property Damage Liability Coverage, to all damages because of "property damage";

3. Under Personal And Advertising Injury Liability Coverage, to all damages because of "personal and advertising injury"; or

4. Under Bodily Injury Liability, Property Damage Liability and/or Personal And Advertising Injury Liability Coverage Combined, to all damages because of:

a. "Bodily injury";

b. "Property damage";

c. "Bodily injury" and "property damage" combined; or

d. "Personal and advertising injury",

as the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence".

**III.** The terms of this insurance, including those with respect to:

**A.** Our right and duty to defend the insured against any "suits" seeking those damages; and

**B.** Your duties in the event of an "occurrence", claim, or "suit",

apply irrespective of the application of the deductible amount.

**IV.** We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" or to investigate or defend any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.**



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

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>
Wisconsin Department of Transportation
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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

**LIMITATION OF COVERAGE TO DESIGNATED PREMISES OR PROJECT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Premises:</b> 364 miles of track operated by Wisconsin & Southern Railroad
<b>Project:</b>

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

This insurance applies only to "bodily injury", "property damage", "personal and advertising injury" and medical expenses arising out of:

1. The ownership, maintenance or use of the premises shown in the Schedule and operations necessary or incidental to those premises; or
2. The project shown in the Schedule.

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

## **EMPLOYMENT-RELATED PRACTICES EXCLUSION**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

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

## **TOTAL POLLUTION EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion **f.** under Paragraph **2.**, **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

#### **f. Pollution**

- (1)** "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
- (2)** Any loss, cost or expense arising out of any:
  - (a)** Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
  - (b)** Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

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

## **FUNGI OR BACTERIA EXCLUSION**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**
- 2. Exclusions**
- This insurance does not apply to:
- Fungi Or Bacteria**
- a.** "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b.** Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.
- This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.
- B.** The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**
- 2. Exclusions**
- This insurance does not apply to:
- Fungi Or Bacteria**
- a.** "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- b.** Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.
- C.** The following definition is added to the **Definitions** Section:
- "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.



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

## **EXCLUSION OF CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

**A.** The following exclusion is added:

This insurance does not apply to:

**TERRORISM**

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

**B.** The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.

2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

c. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

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

## **SILICA OR SILICA-RELATED DUST EXCLUSION**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

**2. Exclusions**

This insurance does not apply to:

**Silica Or Silica-Related Dust**

- a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
- b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

**B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

**2. Exclusions**

This insurance does not apply to:

**Silica Or Silica-Related Dust**

- a. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
  - b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.
- C. The following definitions are added to the Definitions Section:**
1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
  2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

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

## **EXCLUSION – CONTRACTORS – PROFESSIONAL LIABILITY**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

1. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:
  - a. Providing engineering, architectural or surveying services to others in your capacity as an engineer, architect or surveyor; and
  - b. Providing, or hiring independent professionals to provide, engineering, architectural or surveying services in connection with construction work you perform.
2. Subject to Paragraph 3. below, professional services include:
  - a. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
  - b. Supervisory or inspection activities performed as part of any related architectural or engineering activities.
3. Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you or on your behalf with respect to the operations described above.

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

<b>Name Of Person Or Organization:</b>
Per Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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

## **CONTRACTUAL LIABILITY – RAILROADS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Scheduled Railroad</b>	<b>Designated Job Site:</b>
Railroad(s) with which the Insured has entered into a written contract	

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the Definitions section is replaced by the following:

- 9. "Insured Contract" means:
  - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
  - b. A sidetrack agreement;
  - c. Any easement or license agreement;
  - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - e. An elevator maintenance agreement;
  - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

## COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

### A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

### C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

### D. Inspections And Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

### E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

### F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

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

## **NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT**

**(Broad Form)**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART  
 COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 FARM COVERAGE PART  
 LIQUOR LIABILITY COVERAGE PART  
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
 POLLUTION LIABILITY COVERAGE PART  
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
 RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
 UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:
  - A. Under any Liability Coverage, to "bodily injury" or "property damage":
    - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
    - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
  - B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
  - C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:
    - (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
    - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
    - (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.
2. As used in this endorsement:
 

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".



"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

**(c)** Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

**(d)** Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

## POLICYHOLDER'S GUIDE TO REPORTING A CASUALTY CLAIM

**A.** As soon as you are aware of an event that will give rise to a claim being made against you (3rd Party Liability Claims), please be sure to quickly report the matter to both your agent/broker and Aspen Specialty Insurance Management Company. Be sure to include your policy number and the name of the insured as it is stated on the policy.

**B. New claims can be reported to Aspen Specialty Insurance Company as follows:**

- 1. By Mail:**  
Aspen Specialty Insurance Company  
c/o Aspen Specialty Insurance Management Company  
Claims Department  
590 Madison Ave.  
New York, NY 10022  
Main Telephone No: 646-502-1000
- 2. By Fax:** 646-502-1020
- 3. By Dedicated Email:**  
3rd Party Liability Claims: [casualty.claims@aspen-insurance.com](mailto:casualty.claims@aspen-insurance.com)  
Claim Status Requests: [casualty.claims@aspen-insurance.com](mailto:casualty.claims@aspen-insurance.com)

**Wisconsin River Rail Transit Commission**  
Revenue/Expense Statement  
For 6 Month(s) Ending June 2021

	WRRTC Funds	Project Funds	Total Funds	Budget 2021	Difference
<u>Revenues</u>					
WSOR Lease	25,000.00	0.00	25,000.00	50,000.00	25,000.00
Land Leases	6,117.03	0.00	6,117.03	105.00	-6,012.03
Permits	1,300.00	0.00	1,300.00	1,800.00	500.00
Interest WRRTC	101.55	0.00	101.55	1,000.00	898.45
Taxes Reimbursed	0.00	0.00	0.00	56,500.00	56,500.00
County-Operating Revenue	13,000.00	0.00	13,000.00	13,000.00	0
County-Project Revenue-2021		262,000.00	262,000.00	262,000.00	0.00
County-Project Revenue-2020*	0.00	244,500.00	244,500.00	244,500.00	0.00
County-Project Revenue-2019**	0.00	243,000.00	243,000.00	243,000.00	0.00
	* -Funds received in 2020				
	** -Funds received in 2019				
<b>Total Revenues</b>	45,518.58	749,500.00	795,018.58	871,905.00	76,886.42
<u>Expenses</u>					
General	98.48	0.00	98.48	100	1.52
Management	13,750.00	0.00	13,750.00	28,500.00	14,750.00
Accounting	2,277.59	0.00	2,277.59	4,000.00	1,722.41
Auditing	4,000.00	0.00	4,000.00	5,500.00	1,500.00
Legal	4,665.00	0.00	4,665.00	12,000.00	7,335.00
Insurance	16,325.50	0.00	16,325.50	15,800.00	-525.50
2021 Rail Project-Balance	0.00	0.00	0.00	108,000.00	108,000.00
2021 Rail Project-WisDOT Loan Payoff	0.00	154,444.62	154,444.62	154,000.00	-444.62
2020 Rail Project	0.00	0.00	0.00	244,500.00	244,500.00
2019 Rail Project	0.00	0.00	0.00	243,000.00	243,000.00
Reimbursable Taxes	0.00	0.00	0.00	56,500.00	56,500.00
<b>Total Expenses</b>	41,116.57	154,444.62	195,561.19	871,900.00	676,338.81
<b>Net Income</b>	4,402.01	595,055.38	599,457.39	5.00	-599,452.39

**WRRTC  
Cash Flow Statement  
6/1 /21 to 6/30/21**

<b>CHECKING</b>		<b>Checking</b>				
		<b>WRRTC</b>	<b>2019 Project</b>	<b>2020 Project</b>	<b>2021 Project</b>	<b>Total</b>
Beginning Balance		25,208.82				25,208.82
Check#	<b>DISBURSEMENTS:</b>					
1478	Boardman Clark	3,120.00				3,120.00
1479	Richgels - Schaefer Agency, Inc.	16,325.50				16,325.50
Total Disbursements		19,445.50				19,445.50
<b>RECEIPTS:</b>						
Permit: Ponder Crossing MOU		500.00				500.00
Total Receipts		500.00				500.00
Ending Balance		6,263.32	-	-		6,263.32

<b>LOCAL GOV'T INVESTMENT POOL</b>		<b>WRRTC</b>	<b>2019 Project</b>	<b>2020 Project</b>	<b>2021 Project</b>	<b>Total</b>
Beginning Balance		47,997.52	243,000.00	244,500.00	78,000.00	613,497.52
<b>DISBURSEMENTS:</b>						
WRRTC Checking Account (request made)		0.00	0.00	0.00	0.00	0.00
Total Disbursements		0.00	0.00	0.00	0.00	0.00
<b>RECEIPTS:</b>						
Interest-May		24.17				24.17
Grant County					30,000.00	30,000.00
Total Receipts				-	30,000.00	30,024.17
Ending Balance		48,021.69	243,000.00	244,500.00	108,000.00	643,521.69
Total Cash		54,285.01	243,000.00	244,500.00	108,000.00	649,785.01
					Double Check	<u>649,785.01</u>

**ADDITIONAL FINANCIAL INFORMATION**

**RECEIVABLES**

Crawford County (Prior Years) 39,560.00

**RENEWAL of STAFF and ACCOUNTING SERVICES AGREEMENT**  
**Between**  
**Wisconsin River Rail Transit Commission (WRRTC)**  
**And**  
**Southwestern Wisconsin Regional Planning Commission (SWWRPC)**

As authorized by the WRRTC at its July 9th, 2021 meeting, the SWWRPC agrees to provide staff and accounting services to WRRTC for a period of twelve (12) months from January 1<sup>st</sup>, 2022 through December 31<sup>st</sup>, 2022.

Staff and accounting services are defined to include personnel costs related to staffing the Commission and other direct and indirect costs related to travel, office supplies, printing, postage, records management, and mileage at the prevailing IRS rate. The total approved contract will not exceed \$30,500.00 without authorization by the WRRTC.

Duties such as project management, grant writing, and grant administration are excluded from this contract and will be invoiced separately at a rate of \$60.00 per hour. No such work shall commence without WRRTC authorization and approval of these services by both parties.

This agreement is executed by the WRRTC and SWWRPC on July 9<sup>th</sup>, 2021.

**Wisconsin River Rail Transit Commission**


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Alan Sweeney, Chair

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Charles Anderson, Secretary

**Southwestern Wisconsin Regional Planning Commission**



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Troy Maggied, Executive Director

**Wisconsin River Rail Transit  
Commission  
Proposed 2022 Budget  
7/9/2021  
Option A**

Option A is a balanced budget. The Commission has committed \$383,000 to the Janesville Bridge Project. The Commitment is money from 2021 (\$108,000), 2022 (\$262,745), and 2023 (\$12,255) Capital Rail Projects.

	2020 Actual	2021 Budget	2021 Current	% Current	2022 Budget	Budget Change
<b>County Contributions</b>						
Rail Project-WRRTC Counties, 9 X \$30,000	270,000	270,000	270,000	100%	270,000	-
Crawford recovery	5,000	5,000	5,000	100%	5,000	-
<b>Other Income:</b>						
Wisconsin Southern Lease	50,000	50,000	25,000	50%	50,000	-
Other Leases:						-
Natural Gas Pipeline	25	25	-	0%	25	-
Nutrien	240	0	240	-	240	240
N. Illinois Gas -NICOR	80	80	80	100%	80	-
Permits	7,775	1,800	1,300	72%	1,800	-
Interest	4,438	1,000	77	8%	500	(500)
Reimbursement-McHenry Co Railroad Taxes	47,186	48,000	38,055	79%	48,000	-
Reimbursement-McHenry Co Real Estate Taxes	4,336	4,400	4,368	99%	4,400	-
Reimbursement-Lake County Real Estate Taxes	4,015	4,100	-	0%	4,100	-
						-
<b>Total Income</b>	<b>393,095</b>	<b>384,405</b>	<b>344,121</b>	<b>90%</b>	<b>384,145</b>	<b>(260)</b>
<b>Operating Expenses:</b>						
General Expense	5	100	98	98%	100	-
Management Contract	27,500	27,500	15,250	55%	30,500	3,000
Project Management	-	1,000	-	0%	1,000	-
Accounting Services	5,032	4,000	2,278	57%	-	(4,000)
Audit Services	4,950	5,500	4,000	73%	4,900	(600)
Legal Services	12,006	12,000	4,665	39%	12,000	-
Insurance	15,553	15,800	16,326	103%	16,400	600
Taxes-McHenry Co Railroad Tax	47,186	48,000	38,055	79%	48,000	-
Taxes-McHenry County Real Estate Tax	4,336	4,400	4,368	99%	4,400	-
Taxes-Lake County Real Estate Tax	4,015	4,100	-	0%	4,100	-
<b>Capital Expenses:</b>						
Sauk Bridge Loan Payments	22,100	154,000	154,445	100%	-	(154,000)
Rail Project	244,500	108,000	-	0%	262,745	154,745
<b>Total Expenses</b>	<b>387,183</b>	<b>384,400</b>	<b>239,484</b>	<b>62%</b>	<b>384,145</b>	<b>(255)</b>
<b>Net Income</b>	<b>5,912</b>	<b>5</b>	<b>104,636</b>	<b>-</b>	<b>0</b>	

**Wisconsin River Rail Transit  
Commission  
Proposed 2022 Budget  
7/9/2021  
Option B**

Option B is a deficit budget. The Commission has committed \$383,000 to the Janesville Bridge Project. The Commitment is money from 2021 (\$108,000) and 2022 (\$275,000). Commission currently has reserves to cover the deficit.

	2020 Actual	2021 Budget	2021 Current	% Current	2022 Budget	Budget Change
<b>County Contributions</b>						
Rail Project-WRRTC Counties, 9 X \$30,000	270,000	270,000	270,000	100%	270,000	-
Crawford recovery	5,000	5,000	5,000	100%	5,000	-
<b>Other Income:</b>						
Wisconsin Southern Lease	50,000	50,000	25,000	50%	50,000	-
Other Leases:						-
Natural Gas Pipeline	25	25	-	0%	25	-
Nutrien	240	0	240	-	240	240
N. Illinois Gas -NICOR	80	80	80	100%	80	-
Permits	7,775	1,800	1,300	72%	1,800	-
Interest	4,438	1,000	77	8%	500	(500)
Reimbursement-McHenry Co Railroad Taxes	47,186	48,000	38,055	79%	48,000	-
Reimbursement-McHenry Co Real Estate Taxes	4,336	4,400	4,368	99%	4,400	-
Reimbursement-Lake County Real Estate Taxes	4,015	4,100	-	0%	4,100	-
						-
<b>Total Income</b>	<b>393,095</b>	<b>384,405</b>	<b>344,121</b>	<b>90%</b>	<b>384,145</b>	<b>(260)</b>
<b>Operating Expenses:</b>						
General Expense	5	100	98	98%	100	-
Management Contract	27,500	27,500	15,250	55%	30,500	3,000
Project Management	-	1,000	-	0%	1,000	-
Accounting Services	5,032	4,000	2,278	57%	-	(4,000)
Audit Services	4,950	5,500	4,000	73%	4,900	(600)
Legal Services	12,006	12,000	4,665	39%	12,000	-
Insurance	15,553	15,800	16,326	103%	16,400	600
Taxes-McHenry Co Railroad Tax	47,186	48,000	38,055	79%	48,000	-
Taxes-McHenry County Real Estate Tax	4,336	4,400	4,368	99%	4,400	-
Taxes-Lake County Real Estate Tax	4,015	4,100	-	0%	4,100	-
<b>Capital Expenses:</b>						
Sauk Bridge Loan Payments	22,100	154,000	154,445	100%	-	(154,000)
Rail Project	244,500	108,000	-	0%	275,000	167,000
<b>Total Expenses</b>	<b>387,183</b>	<b>384,400</b>	<b>239,485</b>	<b>62%</b>	<b>396,400</b>	<b>12,000</b>
<b>Net Income</b>	<b>5,912</b>	<b>5</b>	<b>104,636</b>	<b>-</b>	<b>(12,255)</b>	

**Wisconsin River Rail Transit  
Commission  
Proposed 2022 Budget  
7/9/2021  
Option C**

Option C is a balanced budget. The Commission requests an increase in the annual lease from WSOR. This keeps all County Contributions going to Capital Projects and WSOR covering administrative expenses.

	2020 Actual	2021 Budget	2021 Current	% Current	2022 Budget	Budget Change
<b>County Contributions</b>						
Rail Project-WRRTC Counties, 9 X \$30,000	270,000	270,000	270,000	100%	270,000	-
Crawford recovery	5,000	5,000	5,000	100%	5,000	-
<b>Other Income:</b>						-
Wisconsin Southern Lease	50,000	50,000	25,000	50%	62,385	12,385
Other Leases:						-
Natural Gas Pipeline	25	25	-	0%	25	-
Nutrien	240	0	240	-	240	240
N. Illinois Gas -NICOR	80	80	80	100%	80	-
Permits	7,775	1,800	1,300	72%	1,800	-
Interest	4,438	1,000	77	8%	370	(630)
Reimbursement-McHenry Co Railroad Taxes	47,186	48,000	38,055	79%	48,000	-
Reimbursement-McHenry Co Real Estate Taxes	4,336	4,400	4,368	99%	4,400	-
Reimbursement-Lake County Real Estate Taxes	4,015	4,100	-	0%	4,100	-
						-
<b>Total Income</b>	<b>393,095</b>	<b>384,405</b>	<b>344,121</b>	<b>90%</b>	<b>396,400</b>	<b>11,995</b>
						-
<b>Operating Expenses:</b>						
General Expense	5	100	98	98%	100	-
Management Contract	27,500	27,500	15,250	55%	30,500	3,000
Project Management	-	1,000	-	0%	1,000	-
Accounting Services	5,032	4,000	2,278	57%	-	(4,000)
Audit Services	4,950	5,500	4,000	73%	4,900	(600)
Legal Services	12,006	12,000	4,665	39%	12,000	-
Insurance	15,553	15,800	16,326	103%	16,400	600
Taxes-McHenry Co Railroad Tax	47,186	48,000	38,055	79%	48,000	-
Taxes-McHenry County Real Estate Tax	4,336	4,400	4,368	99%	4,400	-
Taxes-Lake County Real Estate Tax	4,015	4,100	-	0%	4,100	-
						-
<b>Capital Expenses:</b>						
Sauk Bridge Loan Payments	22,100	154,000	154,445	100%	-	(154,000)
Rail Project	244,500	108,000	-	0%	275,000	167,000
<b>Total Expenses</b>	<b>387,183</b>	<b>384,400</b>	<b>239,485</b>	<b>62%</b>	<b>396,400</b>	<b>12,000</b>
						-
<b>Net Income</b>	<b>5,912</b>	<b>5</b>	<b>104,636</b>	<b>-</b>	<b>0</b>	



**Wisconsin River Rail Transit  
Commission  
Proposed 2022 Budget  
7/9/2021**

**Option D is a balanced budget. The budget revises its commitment  
to the Janesville Bridge Project from \$383,000 to \$370,745.**

**Option D**

	2020 Actual	2021 Budget	2021 Current	% Current	2022 Budget	Budget Change
<b>County Contributions</b>						
Rail Project-WRRTC Counties, 9 X \$30,000	270,000	270,000	270,000	100%	270,000	-
Crawford recovery	5,000	5,000	5,000	100%	5,000	-
<b>Other Income:</b>						
Wisconsin Southern Lease	50,000	50,000	25,000	50%	50,000	-
Other Leases:						-
Natural Gas Pipeline	25	25	-	0%	25	-
Nutrien	240	0	240	-	240	240
N. Illinois Gas -NICOR	80	80	80	100%	80	-
Permits	7,775	1,800	1,300	72%	1,800	-
Interest	4,438	1,000	77	8%	500	(500)
Reimbursement-McHenry Co Railroad Taxes	47,186	48,000	38,055	79%	48,000	-
Reimbursement-McHenry Co Real Estate Taxes	4,336	4,400	4,368	99%	4,400	-
Reimbursement-Lake County Real Estate Taxes	4,015	4,100	-	0%	4,100	-
						-
<b>Total Income</b>	<b>393,095</b>	<b>384,405</b>	<b>344,121</b>	<b>90%</b>	<b>384,145</b>	<b>(260)</b>
<b>Operating Expenses:</b>						
General Expense	5	100	98	98%	100	-
Management Contract	27,500	27,500	15,250	55%	30,500	3,000
Project Management	-	1,000	-	0%	1,000	-
Accounting Services	5,032	4,000	2,278	57%	-	(4,000)
Audit Services	4,950	5,500	4,000	73%	4,900	(600)
Legal Services	12,006	12,000	4,665	39%	12,000	-
Insurance	15,553	15,800	16,326	103%	16,400	600
Taxes-McHenry Co Railroad Tax	47,186	48,000	38,055	79%	48,000	-
Taxes-McHenry County Real Estate Tax	4,336	4,400	4,368	99%	4,400	-
Taxes-Lake County Real Estate Tax	4,015	4,100	-	0%	4,100	-
<b>Capital Expenses:</b>						
Sauk Bridge Loan Payments	22,100	154,000	154,445	100%	-	(154,000)
Rail Project	244,500	108,000	-	0%	262,745	154,745
<b>Total Expenses</b>	<b>387,183</b>	<b>384,400</b>	<b>239,485</b>	<b>62%</b>	<b>384,145</b>	<b>(255)</b>
<b>Net Income</b>	<b>5,912</b>	<b>5</b>	<b>104,636</b>	<b>-</b>	<b>0</b>	

# WISCONSIN RIVER RAIL TRANSIT COMMISSION

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PO BOX 262 • Platteville, Wisconsin 53818

Alan Sweeney, Chair • Commission Office Phone 608.342.1637 • Website [www.wrrtc.org](http://www.wrrtc.org)

MEMBER COUNTIES: CRAWFORD • DANE • GRANT • GREEN • IOWA • JEFFERSON • ROCK • SAUK • WALWORTH • WAUKESHA

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July 9<sup>th</sup>, 2021

Secretary Pete Buttigieg  
U.S. Department of Transportation  
1200 New Jersey Avenue, SE  
Washington, DC 20590-0001

RE: FY 2021 RAISE Grant Program – “The Janesville Connection and Bridge Rehabilitation Project”

Dear Secretary Buttigieg

I am writing this letter to express the Wisconsin River Rail Transit Commission’s support for the Wisconsin Department of Transportation’s Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant application for the Janesville Connection and Bridge Rehabilitation project which will increase the lifespan and capacity of this vital corridor connecting southern Wisconsin and its manufacturers, farmers, and employers to the Nations’ Railroad System.

The project will invest in vital existing publicly-owned infrastructure to serve Wisconsin’s freight needs for the next 100+ years. By investing in this infrastructure, carload weight from southern Wisconsin, carrying products and grain to the national market, will be increased from 263k lbs. to an industry standard of 286k lbs. This increased carload weight will save shippers the cost of “light-loading” their freight and will create higher efficiencies in transportation. Without this project, carloads from southern Wisconsin are required to utilize trackage rights over private infrastructure only rated for 263k lbs. Investments in publicly owned railroad infrastructure allow 286k lb. car weight on the entire system with the exception of this one vital connection.

The WRRTC is a Commission composed of ten member counties throughout southern Wisconsin, created in 1980 to protect the viability of rail infrastructure in southern Wisconsin. This infrastructure is a necessary economic driver within the member counties. The Wisconsin River Rail Transit Commission has committed its 2021 and 2022 capital expenditure budget (\$383,000) to matching the RAISE Grant submitted by the Wisconsin Department of Transportation. The Commission resolved to provide these matching funds at its July 9<sup>th</sup>, 2021 meeting.

This project would:

- Extend the life of five overhead railroad bridges by at least 50 years.
- Increase carload capacity from 263,000 to 286,000 pounds, enabling Wisconsin rail users to fully utilize the capacity of modernized railroad cars and avoid long extensive service delays due to detours and light loading their railroad cars.
- Reduce transportation costs to shippers all across Southern Wisconsin.
- Re-establish a vital connection in Janesville, WI, and create a more direct route to and from the Chicago rail interchange yards.
- Invest in long-term railroad system preservation by re-establishing a vital connection that carries nearly 75% of our total system carloads.
- Redirect capital from higher transportation costs to CapEx and equipment, where businesses and the rail operator can reinvest in growth and service enhancements.

Sincerely,

Alan Sweeney, Chair  
Wisconsin River Rail Transit Commission

# WISCONSIN RIVER RAIL TRANSIT COMMISSION

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The WRRTC is a Commission composed of ten member counties throughout southern Wisconsin, created in 1980 to protect the viability of rail infrastructure in southern Wisconsin. This infrastructure is a necessary economic driver within the member counties. The Wisconsin River Rail Transit Commission has committed its 2021 and 2022 capital expenditure budget (\$370,745) to matching the RAISE Grant submitted by the Wisconsin Department of Transportation. The Commission resolved to provide these matching funds at its July 9<sup>th</sup>, 2021 meeting.

This project would:

- Extend the life of five overhead railroad bridges by at least 50 years.
- Increase carload capacity from 263,000 to 286,000 pounds, enabling Wisconsin rail users to fully utilize the capacity of modernized railroad cars and avoid long extensive service delays due to detours and light loading their railroad cars.
- Reduce transportation costs to shippers all across Southern Wisconsin.
- Re-establish a vital connection in Janesville, WI, and create a more direct route to and from the Chicago rail interchange yards.
- Invest in long-term railroad system preservation by re-establishing a vital connection that carries nearly 75% of our total system carloads.
- Redirect capital from higher transportation costs to CapEx and equipment, where businesses and the rail operator can reinvest in growth and service enhancements.

Sincerely,

Alan Sweeney, Chair  
Wisconsin River Rail Transit Commission