Payne, Nancy

From:

Yehlen, Mark

Sent:

Thursday, November 15, 2018 3:33 PM

To:

Payne, Nancy

Subject:

FW: ATC Road Use Agreement

Attachments:

Racine City_Road_Agreement.pdf; County Road Use_Racine.pdf

Nancy,

Per our conversation, here is the email with the pdfs of the agreement and map for the operation of the overweight vehicles.

Mark H. Yehlen, P.E.

Commissioner of Public Works
City of Racine
730 Washington Avenue
Racine, Wisconsin 53403
262-636-9121 Office
262-636-9142 Fax
mark.yehlen@cityofracine.org

From: White, Michael <mwhite@atcllc.com> Sent: Tuesday, November 13, 2018 2:40 PM

To: Yehlen, Mark < Mark. Yehlen@cityofracine.org>

Subject: ATC Road Use Agreement

Hi Mark,

It was nice to speak with you this afternoon. Per our conversation, I've attached a potential road agreement between ATC and the City of Racine to allow our construction vehicles to haul overweight loads on the city's portion of Oakes Road. We will pay \$5000 to enter into this agreement and pre-pay for 2 overweight trip charges at \$500/each. Other overweight trips will be logged by our contractor and paid at the end of the project. I look forward to discussing this with you further.

Please contact me with questions at this email or at the number below.

Michael White
Local Relations Consultant
American Transmission Company
direct: 608-877-3680
mwhite@atcllc.com
www.atcllc.com

Road Repair Reimbursement Agreement

This	agreement	(Agreement)	is enter	ed into	as	of the		day	of
		_, 2018, betwe	en the Ci	ty of Ra	cine, a	municipa	ality orgai	nized a	and
existing und	er Wis. Stat.	ch. 62 (City),	with its o	ffices lo	cated a	at 730 W	ashingtor	ı Aven	iue,
Racine, Wis	consin 5340	3, and Ameri	can Trans	mission	Comp	any LLC	, by its	corpor	rate
manager, A7	ΓC Managem	ent Inc., a limit	ed liability	compar	ny orgai	nized and	l existing	under	the
laws of the	State of Wisc	consin with its	offices lo	cated at	W234	N2000 F	Ridgeview	Parkv	way
Court, Wauk	esha, Wiscon	isin 53188-102	2 (Collectiv	ely "AT	CLLC")	. The City	and ATC	CLLC n	nay
be referred to	o as "Party" o	r "Parties" as t	he context	may red	quire.				•

The Parties represent as follows:

- **A.** ATCLLC is a "public utility" as that term is defined in Wis. Stat. §196.01(5) and is a "transmission company" within the meaning of Wis. Stat. § 196.485(1) (ge).
- **B.** ATCLLC is in the process of performing certain work on its facilities located in or in the area of the City during the period commencing on or about November 2018 and ending with the completion of the work associated with the construction of certain electric transmission facilities generally referred to as the "Mount Pleasant Tech Interconnection Project" (Project) and may, as a result of that work, need to have certain of its vehicles and equipment, or vehicles and equipment of ATCLLC's contractors, subcontractors, suppliers, material men, or assigns (collectively "Contractors"), use roads, bridges and culverts (collectively "Roads") that are maintained by the City or over which the City has jurisdiction and authority.
- **C.** City, in accordance with the City Code, has adopted Wis. Stat. ch. 348 and has the authority to issue permits, under conditions determined by the City, for the use of City Roads for vehicles and equipment that exceed the weight limits determined for such Roads.
- **D.** ATCLLC seeks a permit or permits for the use of the Roads of the City by certain vehicles and equipment operated by ATCLLC or on its behalf, and the City is willing to issue the required permit or permits, but only upon certain terms and conditions.
- **E.** The Parties have determined that it is in their mutual interest to set forth the terms and conditions relating to the issuance of the required permits for the use of the Roads of the City.

Therefore, the Parties agree as follows:

1. Preliminary Assessment. The Parties have determined that an independent party, EMCS Inc. (EMCS), shall perform a preliminary assessment ("Preliminary Assessment") of the condition of the Roads set forth on Attachment A. EMCS shall provide a text summary and videotape of the condition of the Roads set forth on Attachment A to the City and ATCLLC. All expenses related to activities by EMCS incurred as a result of the Preliminary Assessment are to be paid by ATCLLC.

- **2. Permits.** The City shall, upon the execution of this Agreement, issue such permits as are necessary to permit ATCLLC or its Contractors to use the Roads of the City identified on Attachment A for certain overweight vehicles and equipment, up to and exceeding 80,000 lbs. gross vehicle weight (GVW), necessary for transporting material, equipment or machinery used by ATCLLC or its Contractors in the construction or erection of facilities used in the transmission of electricity. The permits shall conform to the requirements of Wis. Stat. ch. 348, and shall be displayed in accordance with the requirements of Chapter 348.
- **3. Fees.** Pursuant to Wis. Stat. §348.25(8)(f), for the general permit to operate overweight vehicles and equipment, ATCLLC shall pay City a permit issuance fee in the amount of Five Thousand And No/100 Dollars (\$5,000.00) payable upon the execution of the Agreement. Each load exceeding 80,000lbs GVW is subject to an additional fee of five hundred dollars (\$500.00). For purposes of this Section, should the vehicle or equipment exit the Road onto adjacent or nearby property and then re-enter the Road, each re-entry onto the Road is included as part of the original load (and not subject to an additional \$500 fee).
- **4.** Roads to be used under the Permits/Use Suspension. The permits issued shall authorize ATCLLC or its Contractors to use the Roads of the City set forth on Attachment A to this Agreement, which is incorporated into this Agreement in its entirety as though fully set forth herein, subject to reasonable conditions the City may impose for the public safety, including, but not limited to, flagging, route escort, and intersection closure.
- **5.** Authorized Vehicles and Equipment. The vehicles and equipment authorized on the Roads of the City set forth on Attachment A are listed on Attachment B. Attachment B identifies the types of vehicles and equipment that ATCLLC anticipates it or its Contractors may employ at this time. The Parties acknowledge that ATCLLC or its Contractors may employ other vehicles and equipment in the course of its work.
- **6. Term/Subsequent Assessment.** Permits issued to ATCLLC are valid from the execution of this Agreement by both Parties until completion of the work to be performed for or on behalf of ATCLLC on its facilities or the facilities of others for which it is obligated to perform work associated with the Project. At the request of either party, EMCS shall perform a subsequent assessment ("Subsequent Assessment") of the condition of the Roads of the City set forth on Attachment A in the manner provided in Section 1. All expenses related to any activities by EMCS incurred as a result of the Subsequent Assessment performed by EMCS shall be paid by ATCLLC.
- 7. Maintenance of Roads during Term of Permits. From the date of issuance of the permits provided for in this Agreement, until the completion of the work associated with the Project, ATCLLC shall be solely responsible for the cost of repair, prevention measures or containment of potholes and similar damage on those Roads set forth on Attachment A caused by ATCLLC or its Contractors. In the event any damage is caused by ATCLLC or its Contractors, as determined in accordance with this Agreement, such damage shall be repaired in accordance with the directives of the City. The City shall complete the repair, prevention measures or containment of any damage done to the Roads caused by ATCLLC or its Contractors.
- **8. Damage and Payment upon Expiration of Permit.** Upon the expiration of the permit(s) and in the event that the Roads of the City set forth on Attachment A are damaged as a result of the use of such Roads by ATCLLC or its Contractors, then ATCLLC shall pay the City the cost of repairing such damage. If a Subsequent Assessment is performed, the difference between the condition of the Roads of the City as shown in the Preliminary Assessment and in

the Subsequent Assessment shall be the basis upon which the City determines whether any damage has occurred to the Roads set forth on Attachment A. The City shall estimate the cost to repair the Roads set forth on Attachment A and shall provide that estimate in writing to ATCLLC. Within thirty (30) days of receipt of the cost estimate, ATCLLC shall pay the amount estimated by the City, unless ATCLLC exercises its rights under Section 9 of this Agreement. Within thirty (30) days of completion of the road repairs discussed in Section 8, the City shall provide, in writing, a reconciliation of the estimated costs with the actual costs incurred. If the actual cost of repairs is less than the estimated amount and ATCLLC has paid the estimated costs, then the City shall refund any excess payment to ATCLLC. If the actual costs are more than the estimated costs paid by ATCLLC, then ATCLLC shall pay such additional amount. Any refund or payment shall be made by the responsible Party within thirty (30) days of the reconciliation. ATCLLC may exercise its rights under Section 9 of this Agreement to dispute the estimate, reconciliation or actual costs incurred, as well as the existence of or responsibility for any damage to the Roads.

Notwithstanding the language of the previous paragraph, in the event damage occurs that the City reasonably determines necessitates emergency repairs for the public safety or welfare, the City may immediately undertake such repairs and invoice ATCLLC, which shall pay all such invoices within thirty (30) days of receipt. ATCLLC may exercise its rights under Section 9 of this Agreement to dispute these repairs and the cost. In the event of any such dispute, however, ATCLLC shall pay the City for the repairs as provided in this Section with a right to recoup such payments after a favorable determination by the Arbitrator.

- 9. Dispute Resolution. The Parties acknowledge that they may disagree as to the existence or cost of repairing any damage or whether any damage may be the result of the use of such Roads by others. ATCLLC shall have the right to dispute the existence of, the cost to repair, or ATCLLC's or its Contractors' responsibility for the damage to the Roads set forth on Attachment A. If ATCLLC disputes the existence of, the cost to repair, or ATCLLC's or its Contractors' responsibility for such damage, ATCLLC shall notify the City within thirty (30) days of the receipt of the estimate, reconciliation, or invoice provided for in Section 8. Upon receipt of ATCLLC's notice under this Section, the parties shall select an arbitrator ("Arbitrator") that is acceptable to both Parties to resolve the dispute. The Parties shall have ten (10) business days to agree upon an Arbitrator. In the event that the Parties cannot agree upon an Arbitrator, either Party may apply to a court of competent jurisdiction to appoint an Arbitrator in accordance with Wis. Stat. § 788.04. Within twenty-one (21) days of the selection of an Arbitrator, the City and ATCLLC may provide such information as each deems necessary or appropriate to the Arbitrator and the other Party. Either Party has the right to request a hearing or request that the Arbitrator make a determination without a hearing. Any such hearing requested shall be held at the City Hall at a mutually agreeable time following receipt of the information provided in accordance with this Section 9, however, no later than sixty (60) days from the date of the request. The Arbitrator's determination(s) shall be considered an arbitration award under the provisions of Wis. Stat. ch. 788, shall be binding upon both Parties, and shall be enforceable in accordance with Wis. Stat. §788.09. All arbitration expenses incurred as a result of this Section shall be the sole responsibility of ATCLLC.
- **10.** Hold Harmless and Limitation of Liability. ATCLLC shall indemnify, protect, defend, and hold harmless the City from and against any damage to the Roads set forth on Attachment A, which may arise out of or be caused by any act of ATCLLC or its Contractors in the performance of work associated with the Project. ATCLLC shall indemnify, protect, defend and hold harmless the City from and against any and all losses, claims, lawsuits, judgments, and demands whatsoever, including the cost of investigation and attorneys' fees, which may arise

out of or be caused by any negligence of ATCLLC or its Contractors in the use of the Roads set forth on Attachment A in the performance of work associated with the Project.

The City acknowledges that ATCLLC is a regulated utility that operates pursuant to an Open Access Transmission Tariff (the "Tariff") approved from time to time by the Federal Energy Regulatory Commission. Further, the City agrees that no provision in this Agreement is intended to alter or modify the Tariff in any way and that therefore no contractual indemnification or other liability is created or imposed on ATCLLC by this Agreement in excess of the liability imposed on ATCLLC by such Tariff.

Except as otherwise specifically provided for in this Agreement, neither Party will be liable to the other Party for any indirect, special, incidental or consequential damages that are not a reasonably foreseeable consequence of the breaching Party's breach of this Agreement.

- 11. Insurance. ATCLLC represents that it is self-insured for the first \$2,000,000 for any personal injury and property damage that may occur in connection with operation under the permits and for which ATCLLC might be legally responsible for and has additional insurance coverage in the amount of \$50,000,000 in excess of \$2,000,000, which is deemed sufficient insurance coverage by the City under this Agreement. (See Attachment C.)
- **12.** Additional Permits. This Agreement shall permit ATCLLC the use of Roads within the City set forth on Attachment A. ATCLLC must obtain any and all other permits necessary for completion of the work.
- 13. Springtime Freezing and Thawing Period. This Agreement does not permit the use of Roads that may be posted with weight limitations during the seasonal springtime freezing and thawing period, unless the City grants a permit for use during such period after determining when the Roads are either frozen or thawing and whether sections should be posted for weight limitations.

14. General Provisions.

- A. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior written or oral understandings or agreements. Failure of ATCLLC or City to insist on performance of any of the terms and conditions of this Agreement, or to exercise any right or privilege contained in this Agreement, shall not be considered as waiving any such terms, conditions, rights or privileges. No waiver shall be effective unless reduced to writing and executed by both Parties. This Agreement and its Exhibits may be modified only in a writing signed by the Parties hereto.
- B. No Third-Party Beneficiaries. This Agreement is intended to be solely for the benefit of ATCLLC and the City and their successors and permitted assigns and is not intended to and shall not confer any rights or benefits on any third party not a signatory to this Agreement.
- C. Severability. In the event that any provision of this Agreement is deemed as a matter of law to be unenforceable or null and void, such unenforceable or void portion of such provision shall be deemed severed from this Agreement, unless the removal of the unenforceable provision materially alters the rights or obligations of either Party under this Agreement. Even if there is a material alteration in the remainder of the Agreement, the Agreement shall continue in full force and effect as if such provision was not contained in the

Agreement, but the Parties shall negotiate in good faith a new provision that will, to the extent practicable, restore the benefit of the bargain contained in such provision.

- **D.** Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.
- **E. Headings.** The headings set forth in this Agreement are inserted for convenience and shall have no effect on the interpretation or construction of this Agreement.
- **F. Counterparts.** This Agreement may be executed in any number of counterparts, and each counterpart shall have the same force and effect as the original instrument.
- **G. Notice.** All notices or other communications required or desired to be given under this Agreement by either Party must be in writing, and will be deemed to have been fully given by email, addressed to the Party receiving notice, upon confirmation by Delivery Receipt or Read Receipt. Notice shall be given to the following:

For ATCLLC:

Michael White, Local Relations Consultant

mwhite@atcllc.com

For City:

Tara McMenamin (Wallerstein), Assistant Clerk/Treasurer

Tara.McMenamin@cityofracine.org

H. Authority. The Parties hereby warrant and represent that they are acting with full authority of the principals they may represent and/or upon all proper approvals from the entities on behalf of whom they are signing for.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

THIS AGREEMENT IS ENTERED INTO BY THE DULY AUTHORIZED REPRESENTATIVES OF THE PARTIES WHOSE SIGNATURES ARE SET FORTH BELOW.

American Transmission Company LLC By ATC Management Inc., its corporate manager	
BY: Michael White, Local Relations Consultant	
City of Racine, Racine County, WI	
Mark H. Yehlen, Director of Public Works	
ATTEST:	

Attachment A - Roads to be Used

Oakes Road

Attachment B - Vehicle | Trailer | Load

DESCRIPTION	WEIGHT (LBS)
Portable Light Generator 8kW	1,900
Cargo Trailer Up To 16'	4,060
3/4 Ton Pick-Up Truck 4 WD	6,097
3/4 Ton Line Body Trucks 4 WD	6,340
1 Ton PickUp Truck 4 WD	8,520
48' X-Tendable Fitbd Trir	9,090
Storage Van Trailer	10,600
8X28-45 Office Trailer	11,440
5 Ton Stake Truck	12,000
1 Ton 4WD Truck Line Bodies w/Winch	15,100
Tandem Pole/Mat Trailer	17,000
10X48 Office Trl	21,000
Truck Tractor 6X4 Dual Axle	21,000
50 T Low Boy	25,500
Bucket Truck-65' 4WD	26,200
12 X 60 Office Trailer	29,000
Digger Truck 60' 6X4	37,900
Digger Truck 60' 6X6	38,500
Pulp/Mat Truck	42,000
Truck Mounted 40 Ton Crane	54,000
125' Bucket w/Material Handler	62,000
3 Reel Trlr W/48" Tensioner	62,620
Transmission 1 Reel w/52" Tensioner	64,300
150' Bucket w/Material Handler	68,000
72" Bundle Two Tensioner	68,240
Loaded Pulp Truck with Engineered Mats	70,000
Truck Mounted 50 Ton Crane	72,000
Single Reel Wire Trailer	77,200
Loaded Pulp Truck with Timer Mats	80,000
5 Drum P/Line W/Rope	82,200
Single Drum V-Groove Puller	83,000
>10K-12K RT Forklift	93,000
Single Drum 50,000 # Puller	100,020
50T Mantis 10010MX Crane	103,640
Drill Rig AF190 E LCA	108,467
CAT D6 Dozer W/Winch-LGP	115,000
Pengo 108" Puller/Tensioner	122,460
Drill Rig AF250 E LCA	139,335
Large Wheel Loader w/Grapple Forks	143,000
D8R Cat Dozer W/Winch	149,000
Grove Crane RT890E	175,000

The vehicles with license plates are the plated weights. The off road equipment are the actual weights. The weights are approximate.

ATTACHMENT C



BINDER

May 21, 2018

obtained a certificate of authority to transact a regular insurance business in the state of Wisconsin, and is issued and delivered as a surplus line coverage pursuant to s. 618.41 of the Wisconsin Statutes. Section 618.43(1), Wisconsin Statutes, requires payment by the policyholder of

INSURED: ADDRESS: American Transmission Company LLC 3.0% tax on gross premium.""

W234N2000 Ridgeview Parkway Ct

Waukesha, WI 53188-1022

Name of Surplus Lines Broker (Name of Willis Entity or

Individual Licensee) James H. Weber

Re: Excess Liability Insurance CLAIMS-FIRST-MADE Policy Address Willis of WI: 400 N. Executive Drive Brookfield, WI

Associated Electric & Gas Insurance Services Limited hereby agrees to provide coverage under POLICY No. XL5114607P for the POLICY PERIOD from the 1st day of June, 2018, until the 1st day of June, 2019, both days at 12:01 A.M., Local Time, at the address of the NAMED INSURED.

1) Premium

Terrorism

Commission

Continuity Credit

Policy Premium

- RETROACTIVE DATE: The 12th day of June, 2000, at 12:01 A.M. Local Time at the address of the NAMED INSURED.
- A. Limit of Liability each OCCURRENCE:
 - 1. \$50,000,000*
 - 2. \$100,000,000 General Aggregate
 - B JOINT VENTURE Limit of Liability each OCCURRENCE:

Per Limit of Liability Section I.(B)(9)*

- C. Combined PRODUCTS LIABILITY and COMPLETED OPERATIONS LIABILITY Aggregate Limit of Liability for the POLICY PERIOD: \$50,000,000*
- D. FAILURE TO SUPPLY LIABILITY Aggregate Limit of Liability for the POLICY PERIOD: \$50,000,000*
- E. POLLUTION LIABILITY Aggregate Limit of Liability for the POLICY PERIOD: \$50,000,000
- F. MEDICAL MALPRACTICE Injury Limit of Liability each OCCURRENCE: \$50,000,000*
- G. WILDFIRE LIABILITY Aggregate Limit of Liability for the POLICY PERIOD: \$50,000,000*
- *Subject to the \$100,000,000 General Aggregate of the POLICY
- 4) CONDITIONS and EXCLUSIONS: As per specimen AEGIS POLICY form with Endorsements quoted.
- 5) UNDERLYING LIMITS:
 - A. See Underlying Limits Schedule.

1 Meadowlands Plaza East Rutherford, NJ 07073 Telephone 201 508-2600 Facsimile 201 896-6639
AEGIS and the AEGIS Logo are the Registered Service Marks of Associated Electric & Gas Insurance Services Limited in the U.S., U.K., E.U., Bermuda, Canada and New Zealand

8000_BIND11 (03/2016)

BINDER

- B. \$2,000,000 any one occurrence not covered by underlying insurance.
 - C. In the event of any CLAIM(s) arising from any single OCCURRENCE which involve(s) two or more UNDERLYING LIMITS, the UNDERLYING LIMITS shall apply in Combination.

6) Endorsements:

The following endorsements and/or exclusions will also be attached to the POLICY:

- NUCLEAR ENERGY LIABILITY EXCLUSION (BROAD FORM) 8202 (07/2011)
- 2. NAMED INSURED ENDORSEMENT 8227 (07/2016)
- 3. EMPLOYMENT PRACTICES LIABILITY ENDORSEMENT 8262 (05/2016)
- 4. OFAC EXCLUSION 8438 (01/2015)
- 5. TELEPHONE CONSUMER PROTECTION ACT AND SIMILAR LAW EXCLUSION 8449 (12/2016)
- 6. FAILURE TO SUPPLY EXCLUSION AMENDATORY ENDORSEMENT A216 (04/2016)
- 7. REVISED EXCLUSION (A) ENDORSEMENT 8448 (05/2016)
- 8. CARE, CUSTODY AND CONTROL ENDORSEMENT 8203 (05/2014)
- 9. COMMUNITY SERVICE ACTIVITY ENDORSEMENT 8232 (07/2011)
- 10. STANDARDS BOARD ACTIVITY ENDORSEMENT 8200 (07/2011)
- 11. EMERGENCY ASSISTANCE AGREEMENT ENDORSEMENT 8204 (07/2011)
- 12. NON-OWNED AIRCRAFT LIABILITY ENDORSEMENT(Manned or Unmanned Aircraft) 8446 (09/2015)
- 13. PRIMARY INSURANCE CLAUSE(AMENDED CONDITION (H) OTHER INSURANCE) 8405 (07/2011)
- 14. ADDITIONAL INSUREDS BLANKET BASIS (CERTIFICATE HOLDERS) 8433 (11/2011)
- 15. AMENDED NOTICE OF CANCELLATION ENDORSEMENT 8200 (07/2011)
- 16. ADDITIONAL INSURED ENDORSEMENT 8200 (07/2011)
- 17. AMENDED NOTICE OF CANCELLATION ENDORSEMENT 8200 (07/2011)
- 18. ADDITIONAL INSURED ENDORSEMENT 8200 (07/2011)
- 19. ADDITIONAL INSURED ENDORSEMENT 8200 (07/2011)
- 20. ADDITIONAL INSURED ENDORSEMENT 8200 (07/2011)
- 21. AMENDED NOTICE OF CANCELLATION ENDORSEMENT 8200 (07/2011)
- 22. ADDITIONAL INSURED ENDORSEMENT 8200 (07/2011)
- 23. ADDITIONAL INSURED ENDORSEMENT 8200 (07/2011)
- 24. ADDITIONAL INSURED ENDORSEMENT 8200 (07/2011)
- 25. RETROACTIVE DATE ENDORSEMENT 8200 (07/2011)
- 26. ADDITIONAL INSURED ENDORSEMENT 8200 (07/2011)
- 27. WAIVER OF SUBROGATION ENDORSEMENT 8200 (07/2011)
- 28. WAIVER OF SUBROGATION ENDORSEMENT 8200 (07/2011)
- 29. WAIVER OF SUBROGATION ENDORSEMENT 8200 (07/2011)
- 30. PRIMARY INSURANCE ENDORSEMENT (AMENDED CONDITION (H) OTHER INSURANCE) 8432 (11/2011)
- 31. MEMBER WITH VOTING RIGHTS ENDORSEMENT 8402 (07/2011)
- 32. TERRORISM LIMITS ENDORSEMENT 8409 (07/2015)

7) Membership and Voter Status:

This POLICY will entitle the NAMED INSURED to be a member in the COMPANY unless that membership is superseded, at any point in time, by membership in the COMPANY, a parent or affiliated company of the NAMED INSURED.

This POLICY will also entitle the NAMED INSURED to a vote on any matter submitted to the members of the COMPANY unless that voting right is superseded, at any point in time, by the voting right of a parent or affiliated company.

BINDER

Attached is an invoice for the Premium listed above, which is payable within 15 days of the date hereof, or 20 days from the inception date above, whichever is later.

A POLICY reflecting the above terms will be prepared and sent to you shortly. The policy provides coverage which is different from that provided by most other policies.

THIS BINDER SUPERCEDES ANY PREVIOUSLY ISSUED BINDER.

AEGIS Insurance Services, Inc.

Signature of Authorized Representative

ASSOCIATED ELECTRIC & GAS INSURANCE SERVICES LIMITED

UNDERLYING LIMITS SCHEDULE

SCHEDULE NO. 1

This schedule is attached to and forms a part of Item 5 of the Binder of POLICY No. XL5114607P and Iists all underlying insurance or self-insured retentions maintained by the NAMED INSURED effective this 1st day of June, 2018 at 12:01 A.M. Local Time at the address of the NAMED INSURED.

Insured or Uninsured

- \$ 2,000,000 any one OCCURRENCE General Liability
- \$ 5,000,000 any one OCCURRENCE/\$10,000,000 Aggregate Pollution Liability
- \$ 1,000,000 any one OCCURRENCE Automobile Liability
- \$ 1,000,000 any one OCCURRENCE Employer's Liability
- \$ 2,000,000 each claimant/\$2,000,000 any one OCCURRENCE Employment Practices Liability
- \$ 2,000,000 any one OCCURRENCE Standards Board Activity
- \$ 2,000,000 any one OCCURRENCE Community Service Activity
- \$ 2,000,000 any one OCCURRENCE Care, Custody And Control
- \$ 2,000,000 any one OCCURRENCE Emergency Assistance Agreement
- \$ 10,000,000 any one OCCURRENCE Non-Owned Aircraft Liability (Manned Aircraft)
- \$ 5,000,000 any one OCCURRENCE Non-Owned Aircraft Liability (Unmanned Aircraft)

Maddey

Signature of Authorized Representative

