



**AIG Property Casualty Insurance Agency, Inc.**  
 99 HIGH STREET  
 23rd Floor  
 BOSTON, MA 02110

July 15, 2014

Brad Niziak  
 JAMES L MINITER INSURANCE AGENCY INC  
 80 WASHINGTON ST  
 BLDG 55/56  
 NORWELL, MA 02061  
 Phone:  
 Fax:  
 Email:

**RE: TOWN OF ACTON  
 BRUCE FREEMAN RAIL TRAIL  
 472 MAIN ST  
 ACTON, MA 01720-3995**

**POLLUTION LEGAL LIABILITY SELECT (PLL Select®)**

Dear Brad:

We are pleased to offer the following **PLL Select** premium indication for the above-captioned account for the location(s) listed below in Section IV. Coverage is offered using the AIG SPECIALTY INSURANCE COMPANY, Form #104827 (05/14). *Coverage will only be offered for those coverage sections listed below in Section II.*

**SECTION I - Coverages:**

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The following Coverage Sections are available on the PLL Select:

- Coverage A- **ON-SITE CLEAN-UP OF PRE-EXISTING CONDITIONS**
- Coverage B- **ON-SITE CLEAN-UP OF NEW CONDITIONS**
- Coverage C- **THIRD-PARTY CLAIMS FOR OFF-SITE CLEAN-UP RESULTING FROM PRE-EXISTING CONDITIONS**
- Coverage D- **THIRD-PARTY CLAIMS FOR OFF-SITE CLEAN-UP RESULTING FROM NEW CONDITIONS**
- Coverage E- **THIRD-PARTY CLAIMS FOR BODILY INJURY AND PROPERTY DAMAGE**
- Coverage F- **EMERGENCY RESPONSE COSTS**
- Coverage G- **THIRD-PARTY CLAIMS FOR NON-OWNED LOCATIONS**
- Coverage H- **THIRD-PARTY CLAIMS FOR COVERED OPERATIONS**
- Coverage I- **THIRD-PARTY CLAIMS RESULTING FROM THE TRANSPORTATION OF CARGO**
- Coverage J- **BUSINESS INTERRUPTION EXPENSES**

**SECTION II - Premium Options for Coverages, Limits, Deductibles and Terms:**

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Commission %: 12.50%

TOWN OF ACTON  
 Submission Number: 00464846277  
 Premium Indication: 000368422-009  
 Issue Date: July 15, 2014

Option	Coverages	Each Incident Limit	Coverage Section Aggregate Limit	Deductible/SIR Amount	Term (Yrs)	Premium
1	A C E	\$3,000,000	\$3,000,000	\$50,000	5	\$54,487
						Policy Aggregate

Option	Coverages	Each Incident Limit	Coverage Section Aggregate Limit	Deductible/SIR Amount	Term (Yrs)	Premium
2	A C E	\$3,000,000	\$3,000,000	\$50,000	5	\$59,315
						Policy Aggregate

Option	Coverages	Each Incident Limit	Coverage Section Aggregate Limit	Deductible/SIR Amount	Term (Yrs)	Premium
3	A C E	\$3,000,000	\$9,000,000	\$50,000	5	\$74,428
						Policy Aggregate

**Coverage F: Each Incident Limit: NA**

**Coverage F: Aggregate Limit: NA**

**Coverage F: Deductible: NA**

The Premium amount(s) stated above does not include the premium for Terrorism Risk Insurance Act Coverage. Please see the attached Disclosure Statement regarding Terrorism Risk Insurance Act Coverage and the premium for such coverage. In the event that you choose to purchase Terrorism Risk Insurance Act Coverage along with one of the options above, the total premium shall be the premium shown above for the option chosen plus the Terrorism Risk Insurance Act Coverage premium shown on the attached Disclosure Statement for that option.

\* As per Section V. **LIMITS OF LIABILITY AND DEDUCTIBLE**, Paragraph D. **Maximum for all Business Interruption Expenses.**

\*\* The Premium amount(s) stated above does not include surplus lines tax, or surplus lines fees.

For multi-year policies, the limit of liability stated in the chart above is shared over the policy term indicated. The limit of liability is not an annual limit of liability and is therefore not reinstated each year within the policy term.

**SECTION III - Additional Policy Information:**

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Policy Period: From: TBD To: TBD  
Continuity Date: Policy Inception Date  
Indoor Air Quality Retroactive Date: NA

**Additional Information:**

Option 1 Considers Town of Acton RT only.  
Option 2 Considers the addition of RT for Town of Carlisle and Town of Westford, to be added as additional NI.  
Option 3 Considers a policy agg of 9M, with dedicated 3M limits for Town of Acton; Town of Carlisle and Town of Westford (each as a NI, with Town of Acton as the 1st NI)

**SECTION IV - Insured Property(ies):**

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See Schedule of Insured Property Endorsement

## SECTION V - Policy Form Modifications:

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The AIG SPECIALTY INSURANCE COMPANY, Form #104827 (05/14) Form will be modified as follows:

- Notice of Loss/Notice of Claim, Form#91968 (12/06)
- PLL Select 2010 AIGSIC Declarations, Form#104831 (11/13)
- Terrorism Excl W/Cert Acts Exception Purchased End, Form#97637 (03/08)
- Mass Brownfield Redevelopment Access To Capital, Form#105423 (04/10)
- Schedule Of Insured Properties Endorsement, Form#107358 (11/10)  
Action RT only - Option 1, added RT Carlisle, Westford - Option 2, 3
- Crisis Response And Crisis Management Endorsement, Form#109874 (09/11)
- Schedule Of Approved Crisis Management Firms Endor, Form#109876 (09/12)
- Min Earn Prem Canc Mat Chg In Use Exc Intended Use, Form#111203 (05/12)
- Additional Insured(s) Endorsement, Form#105202 (04/10)
- Deed Restriction Amendatory Endorsement, Form#105319 (04/10)
- Named Insured Endorsement, Form#105191 (04/10)  
To include T of Carlisle and Westford for Option 2 only
- Disclosed Documents Endorsement, Form#105262 (04/10)
- Coverage E - Pre-Existing Conditions Only Endt, Form#105293 (04/10)
- Pier Network Provider Deductible Reduction End, Form#113017 (10/12)
- Indoor Air Quality And Illicit Abandonment Excl, Form#107359 (11/10)
- Voluntary Site Investigation Exclusion Endorsement, Form#105378 (04/10)
- Known Cond. Excl W/ NFA Clause & BI & PD Exception, Form#105311 (04/10)
- Historic Fill And Capital Improvement Excl Endt, Form#105280 (04/10)
- Named Insured and Scheduled NI Sublimit Endo, Form#MNSCPT (07/14)  
manuscript - subject to legal, applies to Option 3 only

## SECTION VI - Services:

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At AIG, we enhance the coverage of every environmental insurance policy by giving insureds complimentary access to the following tools and programs proven to help manage environmental risk, mitigate environmental losses, and conduct loss control:

### **PIER (Pollution Incident and Environmental Response)<sup>®</sup>**

Policyholders have access to pre-screened crisis management specialists who respond in a timely manner to environmental incidents at pre-negotiated rates. Environmental insurance policyholders are automatically enrolled in this program.

### **Claims Expertise**

Our pollution claims operation, with 80+ claims specialists, is the largest in the industry.

### **RiskTool Advantage®**

The complimentary, web-based system brings together a myriad of information that a company needs to manage Environmental, Health and Safety (EH&S) programs in one virtual "reference desk."

### **Transportation Loss Control Programs**

We provide a number of transportation-related programs for insureds that reinforce positive driving behavior and potential improvements in loss reduction. These programs include preventive driving sessions and mock Department of Transportation audits.

### **Environmental Portal®**

Portal is secure, Internet-based system that allows our clients to track environmental insurance policies for multiple site portfolios.

AIG is committed to the achievement of effective risk management objectives for clients as well as providing them access to incident response assistance in the event of a pollution-release event.

### **SECTION VII - Subject To Information:**

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If the terms and conditions of this indication are acceptable, please provide us with a completed copy of the "Broker Responsible for Surplus Lines Filings Agreement". If coverage is bound, the premium must be remitted to AIG SPECIALTY INSURANCE COMPANY within thirty (30) days of effective date or fifteen (15) days from billing, whichever is later. It is your responsibility to follow applicable state surplus lines laws and, in particular, to see that the appropriate surplus lines tax (and stamping fee, if applicable) is collected and paid.

In addition to the above-mentioned documentation, this indication is subject to the receipt and satisfactory review and acceptance of the following items prior to binding, unless otherwise specified:

- Completed and Signed AIG PLL Application
- Written Approval of acceptance in the BRAC program
- Copy of Lease agreement with MaDOT

NOTICE: PLEASE READ CAREFULLY THE ATTACHED POLICYHOLDER DISCLOSURE STATEMENT UNDER TERRORISM RISK ACT OF 2002, AS AMENDED. IF CERTIFIED ACTS OF TERRORISM COVERAGE UNDER TERRORISM RISK INSURANCE ACT OF 2002, AS AMENDED, IS REJECTED BY THE INSURED, YOU OR YOUR INSURANCE BROKER ON YOUR BEHALF MUST REJECT SUCH COVERAGE IN WRITING TO THE COMPANY PRIOR TO BINDING. IF SUCH COVERAGE IS ACCEPTED BY THE INSURED, YOU OR YOUR BROKER MUST ADVISE THE COMPANY IN WRITING PRIOR TO BINDING.

If this indication is accepted and bound, the policy will be issued by AIG SPECIALTY INSURANCE COMPANY, 175 Water Street, New York, NY 10038.

NOTICE: THIS INSURER IS NOT LICENSED IN THE STATE OF NEW YORK AND IS NOT SUBJECT TO ITS SUPERVISION.

This premium indication is valid for 30 days from the date of this proposal, or by the Expiration Date of the current policy, whichever is sooner.

Please notice that these conditions are not necessarily in compliance with conditions requested in your submission. We will not be obligated to provide coverage not addressed in this indication even though they may have been requested in your submission.

We appreciate the opportunity to present the above proposal to you for your client. Should you have any comments, questions, or specific items to be clarified, please feel free to contact me. AIG strives to offer you the most innovative and responsive solutions to your clients' environmental liability concerns.

Sincerely,

BIANCA HEBBEL  
SENIOR RISK ANALYST  
Tel: 617-457-2827  
Fax: -----  
BIANCA.HEBBEL@AIG.COM

This indication and all the terms, conditions and provisions contained within this letter are work product that was developed by or on behalf of, and is owned by the issuing company identified above. The Broker and the entity(s) to whom this letter is provided by the Company agree that they will hold this indication and the terms, conditions and provisions contained within this letter confidential and that they will not share this indication or the terms, conditions and provisions contained within this letter with any person or entity which (1) sells insurance, or (2) is not sent this letter directly by the Company, unless such person or entity agrees that it will not provide this indication or any of the terms, conditions and provisions contained within this letter to any person or entity which sells insurance. In the event that the Broker or any of the entity(s) to whom this letter is provided by the Company do not agree with this provision, please return all originals and copies of this indication to the Company.

**IMPORTANT THIS AGREEMENT MUST BE COMPLETED BY THE  
BROKER RESPONSIBLE FOR SURPLUS LINES FILINGS (Property & Casualty)**

**DATE:** July 15, 2014

**TO:** Brad Niziak  
JAMES L MINITER INSURANCE AGENCY INC  
80 WASHINGTON ST  
BLDG 55/56  
NORWELL, MA 02061

**RETURN TO:** BIANCA HEBBEL  
CHARTIS  
99 HIGH STREET  
  
BOSTON, MA 02110

**RE:** Insured: TOWN OF ACTON  
BRUCE FREEMAN RAIL TRAIL  
Policy #: \_\_\_\_\_  
Effective Dates: From: \_\_\_\_\_ To: \_\_\_\_\_

This policy is written on a surplus lines basis by: AIG SPECIALTY INSURANCE COMPANY

In the insured's **home state** of \_\_\_\_\_(see attached definition of home state).

As the producing broker, it is **your** responsibility to arrange for the payment of the state tax and/or stamping fee on **100%** of the premium for this policy.

Please return a copy of this letter within **10 business days** of receipt with your acknowledgment that you have arranged for the filing and payment of the surplus lines tax and/or stamping fee in accordance with the state regulation.

\*Please list licensed resident surplus lines broker:

Individual's name: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Firm address: \_\_\_\_\_

New Jersey SLA # (Transaction Number) assigned to this policy (if the insured's home state is NJ) \_\_\_\_\_

Surplus lines license No.: \_\_\_\_\_(for the insured's home state)

Tax and/or fee paid:

STATE: \_\_\_\_\_

TAXES, OTHER \_\_\_\_\_

FEE: \_\_\_\_\_

FEES, OTHER \_\_\_\_\_

TAX: \_\_\_\_\_

ASSESSMENTS, OTHER \_\_\_\_\_

By: \_\_\_\_\_

Producing Broker signature

\_\_\_\_\_

Producing broker (Print Name)

Date: \_\_\_\_\_

**The producing broker agrees that, upon request by the company or any insurance regulator, the broker will provide a copy of the surplus lines licenses referenced above as well as any documentation supporting the payment of surplus lines taxes hereunder.**

## **DEFINITIONS**

### **HOME STATE -**

- (A) In general. - Except as provided in subparagraph (B), the term "home state" means, with respect to an insured -
- (i) the state in which an insured maintains its principal place of business or, in the case of an individual, the individual's principal residence; or
  - (ii) if 100 percent of the insured risk is located out of the state referred to in clause (i), the state to which the greatest percentage of the insured's taxable premium for that insurance contract is allocated.
- (B) Affiliated Groups. - If more than 1 insured from an affiliated group are named insureds on a single non-admitted insurance contract, the term "home State" means the home State, as determined pursuant to subparagraph (A), of the member of the affiliated group that has the largest percentage of premium attributed to it under such insurance contract.

**AFFILIATE** - The term "affiliate" means, with respect to an Insured, any entity that controls, is controlled by, or is under common control with the Insured.

**AFFILIATED GROUP** - The term "affiliated group" means any group of entities that are all affiliated.

**CONTROL** - An entity has "control" over another entity if -

- (A) the entity directly or indirectly or acting through 1 or more other persons owns, controls or has the power to vote 25 percent or more of any class of voting securities of the other entity; or
- (B) the entity controls in any manner the election of a majority of the directors or trustees of the other entity.

**PRINCIPAL PLACE OF BUSINESS** - The term "principal place of business" means, with respect to determining the home state of the Insured:

- (A) the state in which an Insured maintains its headquarters and the Insured's high level officers direct, control and coordinate the business activities; or
- (B) if the Insured is a company which maintains outside any state its headquarters where the Insured's high level officers direct, control and coordinate the business activities, (for example a foreign company headquartered in a foreign country), then the state where the largest percentage of the risk resides, i.e. the state to which the greatest percentage of the Insured's taxable premium for the insurance contract is allocated.

**PRINCIPAL RESIDENCE** - "Principal residence" means, with respect to determining the Home State of the insured, (a) the state where the insured resides for the greatest number of days during a calendar year; or (b) if the insured's principal residence is located outside any state, the state to which the greatest percentage of the insured's taxable premium for that insurance contract is allocated.

**STATE** - The term "state" includes any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Northern Mariana Islands, the U.S. Virgin Islands, and American Samoa.

**POLICYHOLDER DISCLOSURE NOTICE OF  
TERRORISM RISK INSURANCE ACT (TRIA) COVERAGE**

You are hereby notified that under the federal Terrorism Risk Insurance Act, as amended, that 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 concurrence with the Secretary of State, 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 of 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 85% 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 LOSSES 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 DOLLAR 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.

Unless you, or your insurance broker on your behalf, **REJECTS** in writing to the Company, Terrorism Coverage under the Federal Act, you will be covered for Terrorism as defined in the Act and your prospective premium for that coverage is based upon which coverage option you choose (Coverage options setting forth limits, policy term, etc. are set forth in the attached letter of indication). The premium stated herein does not include any surplus lines taxes or fees that may be applicable, which are the responsibility of the insured. It is the broker's responsibility to follow applicable state surplus lines laws and, in particular, to see that the appropriate premium tax (and stamping office fee, if applicable) is collected from you and paid.

Option 1 Terrorism Act Premium: \$2,452.00

Option 2 Terrorism Act Premium: \$2,669.00

Option 3 Terrorism Act Premium: \$3,349.00

Option 4 Terrorism Act Premium:

Option 5 Terrorism Act Premium:

Option 6 Terrorism Act Premium:

Option 7 Terrorism Act Premium:

Option 8 Terrorism Act Premium:

Option 9 Terrorism Act Premium:

Option 10 Terrorism Act Premium:

**Alternative Offers for policyholders who reject Terrorism Insurance Coverage in accordance with the Act.**

If you decided to **REJECT** the Terrorism Insurance Coverage in accordance with the Act, then we would like you to consider alternative terrorism coverage options. If you wish to elect one of these options, you must **REJECT** the coverage under the Federal Act (as stated above) and opt instead for a Terrorism Sublimit Endorsement. Please note that under this coverage sublimit, terrorism may include that which is defined as terrorism under the Act as well as acts of terrorism that may not be covered under the Act or it may include terrorism as defined under the Act solely.

If you would like to consider one of these alternative options of terrorism coverage, please so indicate in writing to the Company, i) the amount of the sublimit and ii) the coverage option listed below for which you would like the Company to provide a prospective premium quotation:

Option A: Under this Option, it is understood that the sublimit applies to coverage for Terrorism as defined by the Act as well as acts of terrorism that may not be covered under the Act.

Option B: Under this Option, it is understood that the sublimit applies to coverage for Terrorism as defined by the Act only, and no coverage exists for non TRIA acts.

Option C: Under this Option, it is understood that the sublimit applies to non TRIA acts only, and no coverage exists for TRIA acts.

**ENDORSEMENT NO.**

**This endorsement, effective 12:01 AM,**

**Forms a part of Policy No:**

**Issued to:**

**By:**

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

**TERRORISM EXCLUSION WITH CERTIFIED ACTS OF TERRORISM EXCEPTION PURCHASED**  
**ENDORSEMENT**

This Policy is amended by the addition of the following Exclusion:

The Company has no obligation to make any payment or to provide or to pay for a defense under this Policy due to or arising directly or indirectly as a result of or in connection with **Terrorism**.

**Terrorism** means the use or threatened use of force or violence against person or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communication system, undertaken by any person or group, whether or not acting on behalf of or in connection with any organization, government, power, authority or military force, when the effect is to intimidate, coerce or harm a government, the civilian population or any segment thereof, or to disrupt any segment of the economy.

This Exclusion does not apply to a certified "act of terrorism" which is defined by Section 102. Definitions, of the Terrorism Risk Insurance Act of 2002, as amended by the Terrorism Risk Insurance Program Reauthorization Act of 2007 as follows:

**ACT OF TERRORISM -**

- (A) **CERTIFICATION** - The term "act of terrorism" means any act that is certified by the Secretary (of the Treasury), in concurrence with the Secretary of State, and the Attorney General of the United States -
- (i) to be an act of terrorism;
  - (ii) to be a violent act or an act that is dangerous to --
    - (I) human life;
    - (II) property; or
    - (III) infrastructure;
  - (iii) to have resulted in damage within the United States, or outside of the United States in the case of --
    - (I) an air carrier or vessel (described in TRIA)
    - (II) the premises of a United States mission; and
  - (iv) to have been committed by an individual or individuals acting 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.
- (B) **LIMITATION** -- No act shall be certified by the Secretary as an act of terrorism if --
- (i) the act is committed as part of the course of a war declared by the Congress, except that this clause shall not apply with respect to any coverage for workers' compensation; or
  - (ii) property and casualty insurance losses resulting from the act, in the aggregate, do not exceed \$5,000,000.
- (C) **DETERMINATIONS FINAL** - Any certification of, or determination not to certify, an act as an act of terrorism under this paragraph shall be final, and shall not be subject to judicial review.

**ENDORSEMENT NO.** (Continued)

(D) **NONDELEGATION** - The Secretary may not delegate or designate to any other officer, employee, or person, any determination under this Paragraph of whether, during the effective period of the Program, an act of terrorism has occurred.

All other terms, conditions, and exclusions shall remain the same.

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**AUTHORIZED REPRESENTATIVE**  
or countersignature (in states where applicable)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM,

Forms a part of Policy No:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**MASSACHUSETTS BROWNFIELD REDEVELOPMENT ACCESS TO CAPITAL ENDORSEMENT**

It is hereby agreed that:

1. Section II. **EXCLUSIONS, 1. COMMON EXCLUSIONS - APPLICABLE TO ALL COVERAGES**, Paragraph C. **CONTRACTUAL LIABILITY** is deleted in its entirety and replaced with the following:

**C. CONTRACTUAL LIABILITY:**

Arising from liability of others assumed by the **Insured** under any contract or agreement, unless the liability of the **Insured** would have attached in the absence of such contract or agreement or the contract or agreement is an **Insured Contract**. This Exclusion shall not apply to **Claims** by the Massachusetts Business Development Corporation against the **Named Insured** under the loan agreement between the Massachusetts Business Development Corporation and the **Named Insured**.

2. Section IV. **RIGHTS OF THE COMPANY AND DUTIES OF THE INSURED IN THE EVENT OF A POLLUTION CONDITION**, Paragraph B. **Duties of the Insured** is deleted in its entirety and replaced with the following:

**B. Duties of the Insured**

The **Named Insured** shall have the duty to mitigate a **Pollution Condition**, and it shall have the duty to clean up a **Pollution Condition** to the extent required by **Environmental Laws**, by retaining competent professional(s) or contractor(s) mutually acceptable to the Company and the **Named Insured**. The **Named Insured** shall have the right, subject to the Company's approval, which will not be unreasonably withheld or delayed, to select the clean-up strategy and the Licensed Site Professional or other contractor(s) in connection with the clean-up of a **Pollution Condition**. The Company shall have the right but not the duty to review and approve all aspects of any such clean-ups. The **Insured** shall take all reasonable and prudent steps to minimize **Clean-Up Costs**, limit access to the **Insured Property** and prevent the spread of further contamination. The **Named Insured** shall provide the Company with prior written notification of actions and measures taken pursuant to this paragraph; provided, however, that prior written notification is not required in connection with the selection of a Licensed Site Professional (i) in an emergency situation, or (ii) in the event that such Licensed Site Professional has been retained with regard to such **Pollution Condition** prior to the **Inception Date** of the Policy. Neither the Company's rights nor its exercise of the rights under this paragraph shall constitute an undertaking to determine or warrant that the **Clean-Up** is safe, healthful, or in conformity with applicable law.

3. The following are added to Section VI. **CONDITIONS:**

**Governing Law** - All questions regarding the interpretation of the terms of this Policy and all questions, claims, defenses, or disputes relating to the performance hereunder, including but not limited to a failure by the Company to pay any amount claimed to be due hereunder, shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule that would cause the application of the domestic laws of any other jurisdiction.

**ENDORSEMENT NO.** (Continued)

**Sale or Transfer of Insured Property** - In the event that control of the Remedial Plan, if any, is relinquished by the **Named Insured**, with the prior written consent of the Company, which consent shall not be unreasonably withheld or delayed, or the **Insured Property** is sold or ownership or operational control is transferred by the **Named Insured** prior to the completion of clean-up, this Policy shall remain in full force and effect for the **Named Insured**, subject to its terms and conditions, provided that:

1. The Company receives written notification at least thirty (30) days prior to the effective date of such sale or transfer and consents to the sale or transfer, which consent shall not be unreasonably withheld; and
2. The new owner or operator of the **Insured Property** fully complies with all applicable conditions, duties and obligations set forth in this Policy with regard to the **Insured Property**.

4. Section **VI. CONDITIONS**, Paragraph **E. Arbitration** is deleted in its entirety and replaced by the following:

**E. Arbitration** - All disputes or differences between the Company and the **Named Insured** which may arise under or in connection with this Policy, whether arising before or after termination of this Policy, shall be submitted to the American Arbitration Association in accordance with its then prevailing commercial arbitration rules. By written agreement between the Company and the **Insureds**, the Massachusetts Office of Dispute Resolution instead may be designated and used in accordance with its then prevailing arbitration rules. The arbitrators shall be chosen in the manner and within the time frames provided by such applicable rules. Any party may commence such arbitration proceeding in Boston, Massachusetts. The arbitrators shall give due consideration to the general principles of the laws of the Commonwealth of Massachusetts in effect for the construction and interpretation of the provisions of this Policy. The written decision of the arbitrators shall be provided to all parties simultaneously and shall be binding on them. Each party shall bear equally the costs and expenses of the arbitration.

5. Section **VIII. DEFINITIONS**, Paragraph **F. Clean-Up Costs** is deleted in its entirety and replaced with the following:

**F. Clean-Up Costs** means reasonable and necessary expenses, including legal expenses incurred with the Company's written consent which consent shall not be unreasonably withheld or delayed, for the investigation, removal, treatment including in-situ treatment, remediation including associated monitoring, or disposal of soil, surfacewater, groundwater, **Microbial Matter**, Legionella pneumophila, or other contamination:

1. To the extent required by **Environmental Laws** or required to satisfy a **Voluntary Cleanup Program**; or
2. With respect to **Microbial Matter**, in the absence of any applicable **Environmental Laws**, to the extent recommended in writing by a **Certified Industrial Hygienist**; or
3. With respect to Legionella pneumophila, in the absence of any applicable **Environmental Laws**, to the extent required in writing by the Center for Disease Control or local health department; or
4. That have been actually incurred by the government or any political subdivision of the United States of America or the Commonwealth of Massachusetts or by third parties.

**Clean-Up Costs** also include **Restoration Costs**.

6. Section **VIII. DEFINITIONS**, **K. Environmental Laws** is deleted in its entirety and replaced with the following:

**K. Environmental Laws** means any federal, state, provincial or local laws (including, but not limited to, statutes, rules, regulations, ordinances, guidance documents, and governmental, judicial or administrative orders and

**ENDORSEMENT NO.** (Continued)

directives, Massachusetts General Law Chapter 21 E and the Licensed Site Professional program set forth in the Massachusetts Contingency Plan 310 CMR 40.0000) that are applicable to the **Pollution Condition**.

All other terms, conditions and exclusions shall remain the same.

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**AUTHORIZED REPRESENTATIVE**  
or countersignature (in states where applicable)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM,

Forms a part of Policy No:

Issued to:

By:

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

**SCHEDULE OF INSURED PROPERTIES**

It is hereby agreed that the following location(s) is (are) included in Item 5 of the Declarations as **INSURED PROPERTY(S)**, subject to all of the terms and conditions of the Policy.

**Item 5: INSURED PROPERTY(S):**

4.6 miles of Rail Trail (Bruce Freeman Trail) that runs through the Town of Action, and further defined in Figure XX to be provided.

Should the Town of Carlisle and Town of Westford trails be included, the description of the extension of the trail would be provided here.

All other terms, conditions, and exclusions shall remain the same.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE  
or countersignature (in states where applicable)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM,

Forms a part of Policy No:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CRISIS RESPONSE<sup>®</sup> AND CRISIS MANAGEMENT ENDORSEMENT**

It is hereby agreed that:

1. The following is added to Section I. **INSURING AGREEMENTS, 1. COVERAGES:**

**CRISISRESPONSE<sup>®</sup> AND CRISIS MANAGEMENT**

1. **Advancement of CrisisResponse<sup>®</sup> Costs during a Crisis Management Event**

The Company will pay **CrisisResponse<sup>®</sup> Costs** on behalf of the **Insured** that may be associated with **Loss** covered by this Policy arising from a **Crisis Management Event** first commencing during the **Policy Period**.

The Company will advance **CrisisResponse<sup>®</sup> Costs** that may be associated with **Loss** covered by this Policy directly to third parties.

2. **Crisis Management Insurance**

The Company will pay **Crisis Management Loss** on behalf of the **Insured** arising from a **Crisis Management Event** first commencing during the **Policy Period**.

A **Crisis Management Event** shall first commence at the time during the **Policy Period** when a **Responsible Insured** first becomes aware of a **Pollution Condition** that gives rise to a **Crisis Management Event** and shall end at the earliest of the time when the Company determines that a crisis no longer exists or when the CrisisResponse<sup>®</sup> limit of insurance and/or the crisis management limit of insurance, whichever applies, as described in Section V. **LIMITS OF LIABILITY AND DEDUCTIBLE**, as amended by this Endorsement, has been exhausted.

3. Any advancement of **CrisisResponse<sup>®</sup> Costs** or payment of **Crisis Management Loss** that the Company makes under the coverage provided by this coverage section will not be a determination of the Company's obligations under this Policy, nor create any duty to defend any **Claim** under any other part of this Policy.

2. The following are added to Section **VIII. DEFINITIONS:**

**Crisis Management Event** means an event that in the good faith opinion of a **Responsible Insured**, in the absence of **Crisis Management Services**, has been associated with or may reasonably be associated with:

1. **Loss** covered by this Policy; and
2. Significant adverse regional or national news media coverage.

**Crisis Management Firm** means any public relations firm or crisis management firm approved by the Company that is hired by the **Insured** to perform **Crisis Management Services** in connection with a **Crisis Management Event**. Attached to and forming a part of this Policy is a Schedule of firms that have been pre-approved by the Company and may be hired by the **Insured** without further approval by the Company.

ENDORSEMENT NO. CONTINUED

**Crisis Management Loss** means the following amounts incurred during a **Crisis Management Event**:

1. Amounts for the reasonable and necessary fees and expenses incurred by a **Crisis Management Firm** in the performance of **Crisis Management Services** for the **Insured** solely arising from a covered **Crisis Management Event**; and
2. Amounts for reasonable and necessary printing, advertising, mailing of materials, or travel by the **Named Insured's** directors, officers, employees or agents or a **Crisis Management Firm** incurred at the direction of a **Crisis Management Firm**, solely arising from a covered **Crisis Management Event**.

**Crisis Management Services** means those services performed by a **Crisis Management Firm** in advising the **Insured** on minimizing potential harm to the **Insured** from a covered **Crisis Management Event** by maintaining and restoring public confidence in the **Insured**.

**CrisisResponse<sup>®</sup> Costs** means the following reasonable and necessary expenses incurred during a **Crisis Management Event** directly caused by a **Crisis Management Event**, provided that such expenses have been pre-approved by the Company and may be associated with **Loss** that would be covered by this Policy:

1. Medical expenses;
2. Funeral expenses;
3. Psychological counseling;
4. Travel expenses;
5. Temporary living expenses;
6. Expenses to secure the scene of a **Crisis Management Event**; and
7. Any other expenses pre-approved by the Company.

**CrisisResponse<sup>®</sup> Costs** does not include defense costs or **Crisis Management Loss**.

3. The following is added to the end of Section **V. LIMITS OF LIABILITY AND DEDUCTIBLE**, Paragraph **F. Deductible**:

**Crisisresponse<sup>®</sup> And Crisis Management**

Subject to Paragraphs V.A. through V.E. above, this Policy is to pay covered **CrisisResponse<sup>®</sup> Costs** and/or **Crisis Management Loss** in excess of the Deductible amount stated in Item 3. of the Declarations, up to but not exceeding the limits set forth in Paragraph V.A. above; provided that payment of Deductible amounts for **CrisisResponse<sup>®</sup> Costs** and/or **Crisis Management Loss** shall erode the Deductible amount applicable to that particular **Each Incident** for all other Coverages under this Policy.

The **Insured** shall promptly reimburse the Company for advancing any element of **Loss** falling within the Deductible.

4. The following is added to the end of Section **V. LIMITS OF LIABILITY AND DEDUCTIBLE**, Paragraph **A. Policy Aggregate Limit**:

The Company's total liability for all **CrisisResponse<sup>®</sup> Costs** and/or **Crisis Management Loss** shall not exceed \$250,000 combined, regardless of the number of **Crisis Management Events** first commencing during the **Policy Period**. The Company will have no obligation to advance **CrisisResponse<sup>®</sup> Costs** or to pay **Crisis Management Loss** from the earliest of the time when the Company determines that a **Crisis**

ENDORSEMENT NO. CONTINUED

**Management Event** has ended or when this \$250,000 limit of liability has been exhausted. **CrisisResponse**<sup>®</sup> Costs and/or **Crisis Management Loss** shall not be included as **Loss** and do not reduce the available Limit of Liability.

5. The following is added to Section III. **NOTICE REQUIREMENTS AND CLAIM PROVISIONS**, Paragraph A. **NOTICE OF A POLLUTION CONDITION, EMERGENCY RESPONSE COSTS, CLAIM OR AN INTERRUPTION:**

5. The **Insured** must report any **Crisis Management Event** to the Company within twenty-four (24) hours of the time that a **Responsible Insured** first becomes aware of a **Pollution Condition** that gives rise to a **Crisis Management Event** or as soon as practicable to be eligible for the advancement of **CrisisResponse**<sup>®</sup> Costs and the payment of **Crisis Management Loss**.

Notice of a **Crisis Management Event** may be given by calling 1-877-244-3100. If notice is given by telephone, written notice will be given as soon as practicable thereafter. Written notice should include:

- a. How, when and where the **Crisis Management Event** is taking or took place;
  - b. The names and addresses of any injured persons and any witnesses; and
  - c. The nature and location of any injury or damage arising out of the **Crisis Management Event**.
6. There shall be no requirement that the **Insured** obtain prior written approval from the Company before incurring any **Crisis Management Loss**, provided that the **Crisis Management Firm** selected by the **Insured** to perform the **Crisis Management Services** has been approved by the Company. If the **Insured** chooses to retain a firm that does not appear in the Schedule attached to and forming a part of this Policy, the **Insured** must obtain the Company's consent, which shall remain in the Company's sole discretion, prior to retaining the services of such firm.
7. Any payments for **Crisis Management Loss** or advancement of **CrisisResponse**<sup>®</sup> Costs that the Company makes under this Policy:
- a. Shall not be deemed to be a determination of the insured's liability with respect to any **Claim** or **Loss** under the Policy; and
  - b. Shall not create any duty to defend any **Claim** or to investigate any **Claim** or **Pollution Condition** arising from a **Crisis Management Event**, nor any coverage obligations under this Policy.
8. If the Crisis Management Insurance provided by this Policy and any other insurance issued to the **Named Insured** by the Company or any of its affiliated companies shall apply to the same crisis the maximum limit of insurance under all insurance available shall not exceed the highest applicable limit of insurance available under any one policy or endorsement.
9. In the event of a dispute between the **Insured** and us as to whether a **Crisis Management Event** has occurred, the **Insured** may, at its own cost, retain the services of an approved **Crisis Management Firm** and/or advance **CrisisResponse**<sup>®</sup> Costs. Provided, however, if the **Insured** elects to retain an approved **Crisis Management Firm** or to advance **CrisisResponse**<sup>®</sup> Costs, the Company shall have no obligation to reimburse the **Insured** under this Policy for such costs or expenses. The right to reimbursement shall be arbitrated pursuant to the rules of the American Arbitration Association in New York, New York or in the state indicated in Item 1. of the Declarations of this Policy as the address of the **Named Insured**.

All other terms, conditions, and exclusions shall remain the same.

---

**AUTHORIZED REPRESENTATIVE**  
or countersignature (in states where applicable)

ENDORSEMENT NO.

SPECIMEN

This endorsement, effective 12:01 AM,

Forms a part of Policy No:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF APPROVED  
CRISIS MANAGEMENT FIRMS ENDORSEMENT

It is hereby agreed that the following public relations and non-public relations firms are approved crisis response vendors and are added to Section VII. DEFINITIONS, Crisis Management Firm:

FIRM ADDRESS	CONTACT INFORMATION	EMERGENCY TELEPHONE	SERVICES OFFERED
<u>The Abernathy MacGregor Group, Inc.</u>			
501 Madison Ave. New York, NY 10022	<b>Rhonda Barnat</b> <b>Managing Director</b> (212) 371-5999 Office (917) 912-6378 Cell (212) 752-0723 Fax (646) 478-8740 Home <a href="mailto:rb@abmac.com">rb@abmac.com</a>	<b>(917) 912-6378</b>	Public Relations, Crisis Management services.  Serving clients in the US, UK, Germany, France, Italy, Switzerland, The Netherlands, Hong Kong, Spain, Latin America and China.
611 W. Sixth Street, Suite 1880 Los Angeles, CA 90017	<b>Ian D. Campbell</b> <b>Vice Chairman</b> (213) 630-6550 Office (213) 422-7958 Cell (213) 489-3443 Fax (818) 957-5650 Home (818) 541-0954 Home Fax <a href="mailto:idc@abmac.com">idc@abmac.com</a>	<b>(818) 750-4392</b> <b>(917) 940-3476</b>	
<u>Ann Barks Public Relations</u>			
896 Cross Gates Boulevard Slidell, LA 70461	<b>Ann W. Barks</b> <b>Owner</b> (985) 847-0750 Direct (985) 290-8304 Cell <a href="mailto:abarkspr@bellsouth.net">abarkspr@bellsouth.net</a>	<b>(985) 290-8304</b>	Public Relations, Crisis Management services.  Serving clients in the Gulf Coast region (Alabama, Florida, Georgia, Louisiana, Mississippi and Texas).

**Gladstone International, Inc.**

1278 Glenneyre St.  
Laguna Beach, CA  
92651

**Joan Gladstone** (949) 633-9900  
**President and CEO**  
(949) 475-6979 Office  
(949) 475-6978 Fax  
(949) 633-9900 Cell  
[jgladstone@gladstonepr.com](mailto:jgladstone@gladstonepr.com)

Public Relations,  
Crisis Management  
services, Media  
Training.  
Serving the  
Western US region.

**Bright Light Marketing Group**

1001 Bishop Street,  
Suite 900  
Honolulu, Hawaii  
96813-3429

**Charlene Lo Chan**  
Executive Vice President and Chief  
Operating Officer  
(808) 275-3007 Direct  
(808) 524-6441 Office  
(808) 781-7733 Cell  
(808) 524-8115 Fax  
[charlene@brightlightmarketing.com](mailto:charlene@brightlightmarketing.com)

Public Relations, Crisis  
Management services.

Serving clients in  
Hawaii, Japan,  
Taiwan, China,  
American Samoa,  
Samoa, Federated  
States of Micronesia,  
Guam, Mariana  
Islands, Saipan,  
Marshal Islands,  
Palau, Kiribati and  
South Korea.

**Dix & Eaton**

200 Public Square  
Suite 1400  
Cleveland, OH 44114-  
2316

**Matt Barkett** (216) 241-3073  
**Managing Director**  
(216) 241-3073 Direct  
(216) 241-0405 Office  
(216) 780-7800 Cell  
(216) 241-3073 Fax  
[mbarkett@dix-eaton.com](mailto:mbarkett@dix-eaton.com)

Public Relations,  
Crisis Management  
services.

Serving clients in the  
Great Lakes region  
and the Mid-West US.

**Gary Pratt**  
**Senior Vice President**  
(216) 241-4613 Direct  
(216) 241-0405 Office  
(440) 477-1278 Cell  
[gpratt@dix-eaton.com](mailto:gpratt@dix-eaton.com)

**O'Neil & Associates**

31 New Chardon St.  
Boston,  
Massachusetts 02114

**Andrew M. Paven** (866) 989-4321  
**Senior Vice President**  
(866) 989-4321 Toll Free  
(617) 646-1000 Office  
(617) 646-1290 Fax  
[apaven@oneillandassociates.com](mailto:apaven@oneillandassociates.com)

Public Relations, Crisis  
Management services.

Serving clients in the  
New England region.

**Edelman**

200 E. Randolph Street,  
63<sup>rd</sup> Floor  
Chicago, IL 60601

**Harlan Loeb** (866) 333-5911  
**Executive Vice President**  
(312) 240-2624 Direct  
(312) 240-3000 Office  
(312) 240-2900 Fax  
(312) 282-5632 Cell  
[harlan.loeb@edelman.com](mailto:harlan.loeb@edelman.com)

Public Relations,  
Crisis Management  
services.

Serving clients in the  
US and  
Internationally.

**Jenifer Giller**  
**Senior Account Executive**  
(312) 233-1272 Direct & Cell  
(312) 240-3000 Office  
(312) 240-2900 Fax  
[jenifer.giller@edelman.com](mailto:jenifer.giller@edelman.com)

**Fleishman-Hilliard International Communications, Inc.**

John Hancock Center  
200 East Randolph  
Street, 37<sup>th</sup> Floor  
Chicago, IL  
60601

**David Saltz** (312) 729-3630  
**Senior Vice President and Partner**  
(312) 751-3530 Direct  
(312) 751-8878 Office  
(312) 729-3630 Cell  
(312) 751-8191 Fax  
[david.saltz@fleishman.com](mailto:david.saltz@fleishman.com)

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**Rick Fox**  
**Senior Vice President**  
(617) 729-3734 Direct  
(312) 286-4983 Cell  
(312) 751-8191 Fax  
[rick.fox@fleishman.com](mailto:rick.fox@fleishman.com)

**Levick Strategic Communications, LLC**

1900 M Street NW  
Washington, D.C. 20036

**Gene Grabowski** (202) 270-6560  
**Senior Vice President**  
(202) 973-1351 Direct  
(202) 270-6560 Cell  
(202) 973-1301 Fax  
[ggrabowski@levick.com](mailto:ggrabowski@levick.com)

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Europe, Asia and the  
Middle East.

**Jason Maloni**  
**Senior Vice President**  
(202) 973-1335 Direct  
(202) 834-9677 Cell  
[Jason.maloni@levick.com](mailto:Jason.maloni@levick.com)

**Marsh, Inc. (Reputational Risk & Crisis Management Group)**

1166 Avenue of the  
Americas  
New York, NY 10036

**Tracy Knippenburg Gillis** (877) 246-2774  
**Managing Consultant**  
(212) 345-3886 Direct  
(516) 661-0308 Cell  
(516) 536-5845 Other

Public Relations,  
Crisis Management  
services.

(212) 948-8638 Fax  
tracy.knippenburggillis@marsh.com

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345 California Street  
 Suite 1300  
 San Francisco,  
 California 94104

**Simon R. Baker**  
 Vice President  
 (415) 743-8648 Direct  
 (415) 367-5707 Cell  
simon.r.baker@marsh.com

**rbb Public Relations**

355 Alhambra Circle,  
 Suite 800  
 Miami, Florida 33134

**Bruce S. Rubin** (305) 807-2704  
 Senior Counselor  
 (305) 448-2640 Direct  
 (305) 807-2704 Cell  
 (305) 448-5027 Fax  
Bruce.rubin@rbbpr.com

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**Sard Verbinnen & Co.**

630 Third Avenue,  
 9<sup>th</sup> Floor  
 New York, NY 10017

**George Sard** (917) 750-4392  
 Chairman and CEO  
 (212) 687-8080 Office  
 (212) 687-8344 Fax  
gsard@sardverb.com

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475 Sansome Street,  
 Suite 1750  
 San Francisco, CA  
 94111

**Paul Kranhold**  
 Managing Director  
 (415) 618-8750 Office  
 (415) 568-9580 Fax  
pkranhold@sardverb.com

**Sitrick and Company, Inc.**

655 Third Avenue,  
 22<sup>nd</sup> Floor  
 New York, NY 10017

**Jeffrey S. Lloyd, Ph. D.** (310) 358-1011  
 Managing Director  
 (212) 660-6393 Direct  
 (212) 573-6100 Office  
 (310) 963-2850 Cell  
 (212) 573-6165 Fax  
jeff\_lloyd@sitrick.com

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1840 Century Park East,  
 Suite 800  
 Los Angeles, CA  
 90067

**Michael S. Sitrick**  
 Chairman and CEO  
 (310) 788-2850 Direct  
 (310) 788-2855 Fax  
mike\_sitrick@sitrick.com

**The Torrenzano Group**

The Lincoln Building  
60 East 42<sup>nd</sup> Street,  
Suite 2112  
New York, NY  
10165-2112

**Richard Torrenzano** (917) 539-4000  
**Chairman and CEO**  
(212) 681-1700 Ext. 111 Direct  
(212) 681-6961 Fax  
[richard@torrenzano.com](mailto:richard@torrenzano.com)

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**Edward A. Orgon**  
**Chairman and Chief Operating Officer**  
(212) 681-1700 Ext. 102 Direct  
(917) 539-4000 Cell  
(212) 681-6961 Fax  
[ed@torrenzano.com](mailto:ed@torrenzano.com)

**THE FOLLOWING NON-PUBLIC RELATIONS FIRMS ARE APPROVED CRISIS RESPONSE VENDORS**

FIRM ADDRESS	CONTACT INFORMATION	EMERGENCY TELEPHONE	SERVICES OFFERED
<b><u>Bill Tibbo &amp; Associates</u></b>			
411 Borland Court Newmarket, Ontario, L3X 1E4	<b>Bill Tibbo</b> <b>Corporate Clinical Consultant and Disaster Management Specialist</b> (888) 355-9788 Toll Free (416) 716-8057 Cell <a href="mailto:bill@billtibbo.com">bill@billtibbo.com</a>	(905) 868-4174	Psychological Counseling, Medical Case Management, Medical Cost Projection and Containment services.
	<b>Ross McPhail</b> <b>Vice President Operations</b> (905) 830-0291 Office (905) 868-4174 Cell <a href="mailto:ross@billtibbo.com">ross@billtibbo.com</a>		Serving clients in the US & Canada.
<b><u>Coventry Health Care, Inc.</u></b>			
3200 Highland Ave. Downers Grove, IL 60515	<b>Dr. Michael Lacroix</b> (914) 223-4463 Cell (786) 513-7690 Fax <a href="mailto:jxlacroix@cvty.com">jxlacroix@cvty.com</a>	(888) 552-5378	Psychological Counseling, Medical Case Management, Medical Cost Projection and Containment services.
			Serving clients in the US.

**Lombardi Associates**

277 Fairfield Road,  
Suite 305A  
Fairfield, NJ 07004

**Anthony Nastasi** (877) 715-2440  
National Director of Client Services  
(973) 271-8928 Direct  
(800) 550-0095 Office  
(310) 552-9052 Fax  
[anthony.nastasi@lombardiassociates.com](mailto:anthony.nastasi@lombardiassociates.com)

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**Jennifer Wolfe**  
(803) 917-9948

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**Cunningham Lindsey US** (f/k/a GAB Robbins North America, Inc.)

560 Peoples Plaza,  
Suite 215  
Newark, Delaware  
19702

**Gail Oliver** (800) 621-5410  
Vice President  
(302) 838-1684 Direct  
(302) 521-4985 Cell  
(302) 838-1685 Fax  
[goliverg@cl-na.com](mailto:goliverg@cl-na.com)

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**T. J. Russo Consultants**

99 Hillside Avenue,  
Suite X  
Williston Park, NY  
11596

**Michael W. Russo** (516) 456-3900  
Senior Consultant  
(516) 294-8644 Ext. 15 Direct  
(516) 456-3900 After Hours  
(516) 747-1009 Fax  
(516) 456-3900 Cell  
[mwrusso123@aol.com](mailto:mwrusso123@aol.com)

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**D.A.R., Inc.**

4 Iris Drive  
Scarborough, Maine  
04074

**David W. Hunt** (207) 415-0735  
Founder and President  
(207) 415-0735 Direct  
(207) 883-0493 Home  
(207) 883-2436 Fax  
[dhunt12348@aol.com](mailto:dhunt12348@aol.com)

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Global Investigation  
Services, Access  
to National &  
International  
Intelligence  
Agencies, Crisis  
Management  
services.

SPECIMEN

**Lanny J. Davis & Associates, LLC**

600 13<sup>th</sup> Street, NW  
Suite 600  
Washington, DC 20005

**Lanny J. Davis**  
**Attorney at Law**  
**(202) 756-8211**  
**(202) 737-1141 Fax**  
**ldavis@lannyjdavis.com**

**Maddie Melendez**  
**Assistant**  
**(202) 756- 8293**  
**mmelendez@lannyjdavis.com**

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**Meagher & Geer, P.L.L.P.**

33 S. Sixth Street,  
Suite 4400  
Minneapolis,  
MN 55402

**Russell D. Melton** (612) 347-9118  
**Attorney at Law and Partner**  
**(612) 371-1317 Direct**  
**(612) 338-0661 Office**  
**(612) 338-8384 Fax**  
**(612) 964-1882 Cell**  
**rmelton@meagher.com**

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**Patton Boggs, LLP**

2550 M Street, NW  
Washington, DC  
20007

**Thomas M. Keane**  
**Director of Strategic Business**  
**Initiatives, Litigation Practice**  
**(202) 457-7540 Direct**  
**(202) 256-1289 Cell**  
**(202) 457-6315 Fax**  
**tkeane@pattonboggs.com**

Legal & Regulatory  
Issues, Public  
Relations and Crisis  
Management  
services.

Serving clients in  
the US.

All other terms, conditions, and exclusions shall remain the same.

---

**AUTHORIZED REPRESENTATIVE**  
or countersignature (in states where applicable)

ENDORSEMENT NO.

REPLACEMENT

This endorsement, effective 12:01 AM,

Forms a part of Policy No:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**MINIMUM EARNED PREMIUM, CANCELLATION AND MATERIAL CHANGE IN USE EXCLUSION (INTENDED USE) ENDORSEMENT**

It is hereby agreed that:

1. The following minimum earned premiums apply:

<b>Inception Date:</b>	Minimum Premium Earned	100%
------------------------	------------------------	------

2. Section **VI. CONDITIONS**, Paragraph **G. Cancellation** is deleted in its entirety and replaced with the following:

**G. Cancellation** - This Policy may be cancelled by the **Named Insured** by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This Policy may be cancelled by the Company only for the reasons stated below by mailing to the **Named Insured** at the address shown in the Policy, written notice stating when not less than ninety (90) days (ten (10) days for nonpayment of premium) thereafter such cancellation shall be effective. Proof of mailing of such notice shall be sufficient proof of notice.

1. Material misrepresentation by the **Insured**.
2. The **Insured's** failure to comply with the material terms, conditions or contractual obligations under this Policy, including failure to pay any premium or Deductible when due. However, the **Insured** shall have the ability, within the first thirty (30) days (ten (10) days for non-payment of premium) of the ninety (90) day notice period stated above, to cure such failure to comply with the material terms, conditions or contractual obligations. The determination of whether or not the **Insured** has cured any such failure is within the sole discretion of the Company.
3. A change in use or a change in operations which is materially different from the Intended Use listed in Paragraph 3. below on this Endorsement. Solely with respect to this Paragraph 3. and solely with respect to such change in use or change in operations on or under a particular **Insured Property(ies)**, the Company shall have the right to cancel coverage only with respect to that **Insured Property(ies)** where such change in use or operations has taken place.

The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery of such written notice either by the **Named Insured** or by the Company shall be equivalent to mailing. If the **Named Insured** cancels, earned premium shall be computed in accordance with the customary short rate table and procedure after applying the minimum earned premium based on the schedule above for the year in which cancellation was effected. The premium will be 100% earned at the

Inception Date. If the Company cancels, earned premium shall be computed pro rata after applying the minimum premium earned based on the schedule above for the year in which cancellation was effected. Premium adjustment may be either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

3. Section II. **EXCLUSIONS, 1. COMMON EXCLUSIONS - APPLICABLE TO ALL COVERAGES**, Paragraph **B. CHANGE IN INTENDED USE OR OPERATIONS** is deleted in its entirety and replaced with the following:

**CHANGE IN INTENDED USE OR OPERATIONS:**

Based upon or arising from a change in use or operations which is materially different from the Intended Use listed below:

Intended Use:

non-motorized, pedestrian rail trail

All other terms, conditions and exclusions shall remain the same.

---

**AUTHORIZED REPRESENTATIVE**  
or countersignature (in states where applicable)

**ENDORSEMENT NO.**

**This endorsement, effective 12:01 AM,**

**Forms a part of Policy No:**

**Issued to:**

**By:**

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

**ADDITIONAL INSURED(S) ENDORSEMENT**

It is hereby agreed that the following entity(s) is (are) included as an additional insured(s). Coverage for such additional insured(s) applies under this Endorsement:

1. Solely to the additional insured's liability arising out of the **Named Insured's** ownership, operation, maintenance or use of the **Insured Property(ies)**; and
2. Only if the additional insured is named in a suit as a co-defendant with the **Named Insured**, alleging the additional insured is liable on the basis described in paragraph 1 above.

ADDITIONAL INSURED(S)

All other terms, conditions, and exclusions shall remain the same.

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**AUTHORIZED REPRESENTATIVE**  
or countersignature (in states where applicable)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM,

Forms a part of Policy No:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DEED RESTRICTION AMENDATORY ENDORSEMENT**

It is hereby agreed that:

1. The following is added to Section II. **EXCLUSIONS, 1. COMMON EXCLUSIONS - APPLICABLE TO ALL COVERAGES:**

**DEED RESTRICTION / ENGINEERING CONTROL:**

Arising from any **Insured's** material violation of or non-compliance with any deed restriction, activity or land use limitation, engineering control or covenant that is or is to be implemented on the **Insured Property**.

2. The following is added to Section VI. **CONDITIONS:**

By acceptance of this Policy, the **Named Insured** agrees to comply with any deed restriction, activity or land use limitation, engineering control or covenant associated with the **Insured Property**. Furthermore, the **Named Insured** understands and acknowledges that this Policy is issued in reliance upon such agreement.

All other terms, conditions, and exclusions shall remain the same.

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**AUTHORIZED REPRESENTATIVE**  
or countersignature (in states where applicable)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM,

Forms a part of Policy No:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**NAMED INSURED ENDORSEMENT**

Solely with respect to liability arising out of the ownership, operation, maintenance or use of the **Insured Property(ies)** designated in Item 5. of the Declarations, it is hereby agreed that the following entities are included as **Named Insured(s)**:

**NAMED INSURED(S)**

The first **Named Insured** designated in Item 1. of the Declarations will act on behalf of all other **Insureds**, if any, for the payment or return of any premium, payment of any deductible, receipt and acceptance of any endorsement issued to form a part of this Policy, giving and receiving notice of cancellation or nonrenewal, and the exercise of the rights provided in the **Extended Reporting Period** clause.

All other terms, conditions, and exclusions shall remain the same.

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**AUTHORIZED REPRESENTATIVE**  
or countersignature (in states where applicable)

ENDORSEMENT NO.

REPLACEMENT

This endorsement, effective 12:01 AM,

Forms a part of Policy No:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DISCLOSED DOCUMENTS ENDORSEMENT

It is hereby agreed that for purposes of Section II. EXCLUSIONS, 1. COMMON EXCLUSIONS - APPLICABLE TO ALL COVERAGES, Paragraph J. PRIOR KNOWLEDGE/NON-DISCLOSURE, the Company acknowledges receipt of the documents listed below. All Pollution Condition(s) identified in these documents are deemed disclosed to the Company. All other exclusions, in the Policy form or added by endorsement, applicable to such Pollution Condition(s) still apply and are not amended, altered or changed by this Endorsement.

Author

Document

Date

to be completed

All other terms, conditions, and exclusions shall remain the same.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE  
or countersignature (in states where applicable)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM,

Forms a part of Policy No:

Issued to:

By:

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

**COVERAGE E - PRE-EXISTING CONDITIONS ONLY ENDORSEMENT**

It is hereby agreed that Section I. **INSURING AGREEMENTS, 1. COVERAGES:**, **COVERAGE E - THIRD-PARTY CLAIMS FOR BODILY INJURY AND PROPERTY DAMAGE** is deleted in its entirety and replaced with the following:

**COVERAGE E - THIRD-PARTY CLAIMS FOR BODILY INJURY AND PROPERTY DAMAGE RESULTING FROM PRE-EXISTING CONDITIONS**

To pay on behalf of the **Insured**, **Loss** that the **Insured** becomes legally obligated to pay as a result of a **Claim** for **Bodily Injury** or **Property Damage** resulting from a **Pollution Condition** on, under or migrating from or through the **Insured Property**, that first commenced prior to the **Continuity Date** shown below, provided such **Claim** is first made against the **Insured** and reported to the Company in writing during the **Policy Period** in accordance with Section III. of the Policy, or during the **Extended Reporting Period** if applicable.

For purposes of coverage provided by this Endorsement, the following **Continuity Date** applies to Coverage E:

**Continuity Date:** inception

All other terms, conditions, and exclusions shall remain the same.

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**AUTHORIZED REPRESENTATIVE**  
or countersignature (in states where applicable)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM,

Forms a part of Policy No:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PIER NETWORK PROVIDER DEDUCTIBLE REDUCTION ENDORSEMENT

It is hereby agreed that:

1. The following is added to Section **V. LIMITS OF LIABILITY AND DEDUCTIBLE**, Paragraph **F. Deductible**, Subparagraph 1. Coverages A through I:

If the **Named Insured** utilizes a **PIER Network Provider** in response to an incident which results in **Emergency Response Costs** covered under Coverage F, and such **Emergency Response Costs** are incurred by a **PIER Network Provider**, the **Named Insured's** Deductible obligation shall be reduced by 50% subject to a maximum reduction of \$25,000, and such reduced Deductible amount shall apply among all the coverage sections applicable to the **Loss** for **Each Incident**. In order for this Deductible reduction to apply, the **Named Insured** must provide proof of use of a **PIER Network Provider** including, at a minimum, a copy of the executed written contract between the **PIER Network Provider** and the **Named Insured** and a copy of the invoice(s) for such services which have been rendered under the aforementioned executed written contract in response to **Emergency Response Costs**. This provision does not alter the **Insured's** reporting obligations under Section **III.** of the Policy.

2. The following is added to Section **VIII. DEFINITIONS**:

**PIER Network Provider** means an environmental or emergency response contractor that is a member of the Company's PIER (Pollution Incident and Environmental Response)<sup>®</sup> program.

All other terms, conditions, and exclusions shall remain the same.

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**AUTHORIZED REPRESENTATIVE**  
or countersignature (in states where applicable)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM,

Forms a part of Policy No:

Issued to:

By:

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

**INDOOR AIR QUALITY AND ILLICIT ABANDONMENT EXCLUSION ENDORSEMENT**

It is hereby agreed that:

1. Section **VI. CONDITIONS**, Paragraph **M. Other Insurance**, subparagraph 3. is deleted in its entirety.
2. Section **VIII. DEFINITIONS**, Paragraphs **F. Clean-Up Costs** and **CC. Pollution Condition** are deleted in their entirety and replaced with the following:

**F. Clean-Up Costs** means reasonable and necessary expenses, including legal expenses incurred with the Company's written consent which consent shall not be unreasonably withheld or delayed, for the investigation, removal, treatment including in-situ treatment, remediation including associated monitoring, or disposal of soil, surfacewater, groundwater or other contamination:

1. To the extent required by **Environmental Laws** or required to satisfy a **Voluntary Cleanup Program**; or
2. That have been actually incurred by the government or any political subdivision of the United States of America or any state thereof or Canada or any province thereof, or by third parties.

**Clean-Up Costs** also include **Restoration Costs**.

**CC.Pollution Condition** means the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, hazardous substances, low-level radioactive material, electromagnetic fields, medical waste including infectious and pathological waste and waste materials into or upon land, or any structure on land, the atmosphere or any watercourse or body of water, including groundwater, provided such conditions are not naturally present in the environment in the amounts or concentrations discovered. **Pollution Condition** shall not include **Microbial Matter** or Legionella pneumophila.

3. Section **VIII. DEFINITIONS**, Paragraph **D. Certified Industrial Hygienist** is deleted in its entirety.

All other terms, conditions, and exclusions shall remain the same.

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AUTHORIZED REPRESENTATIVE  
or countersignature (in states where applicable)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM,

Forms a part of Policy No:

Issued to:

By:

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

**VOLUNTARY SITE INVESTIGATION EXCLUSION ENDORSEMENT**

It is hereby agreed that the following is added to Section II. **EXCLUSIONS, 1. COMMON EXCLUSIONS - APPLICABLE TO ALL COVERAGES:**

**VOLUNTARY SITE INVESTIGATION:**

Arising from a **Pollution Condition** discovered during or as a result of any voluntary investigation, regardless of whether such action is undertaken as part of a property transfer or sale, that is not required by a governmental entity in accordance with **Environmental Laws** including, but not limited to, intrusive investigations or the taking or testing of soil, groundwater or surfacewater samples from any of the **Insured Property(ies)**.

All other terms, conditions, and exclusions shall remain the same.

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**AUTHORIZED REPRESENTATIVE**  
or countersignature (in states where applicable)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM,

Forms a part of Policy No:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**KNOWN CONDITIONS EXCLUSION WITH NO FURTHER ACTION CLAUSE AND BODILY INJURY  
AND PROPERTY DAMAGE EXCEPTION ENDORSEMENT**

It is hereby agreed that the following is added to Section II. EXCLUSIONS, 1. COMMON EXCLUSIONS -  
APPLICABLE TO ALL COVERAGES:

**KNOWN CONDITIONS:**

Arising from any **Pollution Condition** due to or associated with arsenic, cadmium, chromium, lead, nickel, mercury, and polycyclic aromatic hydrocarbons or any additives to or degradation by-products thereof, on, under or migrating from or through the **Insured Property(ies)**.

However, this Exclusion shall not apply to any **Claim** for **Bodily Injury** or **Property Damage**.

This Exclusion may be amended upon the receipt, satisfactory review and approval by the Company, in its sole discretion, of a Certificate of Closure, No Further Action Letter, or equivalent documentation issued by the Massachusetts Department of Environmental Protection. In the event that this Exclusion is amended, the amended Exclusion shall in any event exclude **Clean-Up Costs** incurred or a **Claim** for **Clean-Up Costs** first made prior to the effective date of such amended Exclusion. The amendment of this Exclusion shall not be effective until endorsed onto the Policy.

All other terms, conditions, and exclusions shall remain the same.

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**AUTHORIZED REPRESENTATIVE**  
or countersignature (in states where applicable)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM,

Forms a part of Policy No:

Issued to:

By:

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

**HISTORIC FILL AND CAPITAL IMPROVEMENT EXCLUSION ENDORSEMENT**

It is hereby agreed that:

1. The following is added to Section II. **EXCLUSIONS**:

**COVERAGE A EXCLUSION**

The following Exclusion applies to Coverage A.

This Policy does not apply to on-site **Clean-Up Costs**:

**HISTORIC FILL AND CAPITAL IMPROVEMENT:**

Due to or associated with:

- i. **Historically Contaminated Material**; or
- ii. any **Capital Improvement** at, on, or under the **Insured Property**.

2. The following are added to Section **VIII. DEFINITIONS**:

**Capital Improvement** means any activity that:

1. disturbs or alters the foundations or other subsurface installations of existing buildings or structures; or
2. requires subsurface excavation, site regrading, or installation or demolition of buildings, structures, systems or utilities on the **Insured Property**.

**Historically Contaminated Material** means soil or soil-like materials that are co-mingled with or are deemed to include a **Pollution Condition** which had been first released into the material prior to the deposition on or under the **Insured Property**.

All other terms, conditions, and exclusions shall remain the same.

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**AUTHORIZED REPRESENTATIVE**  
or countersignature (in states where applicable)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM:

Forms a part of policy no.:

SPECIMEN

Issued to:

By:

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

**NAMED INSURED AND SCHEDULED NAMED INSURED SUBLIMIT ENDORSEMENT**

It is hereby agreed that:

1. Section **VIII. DEFINITIONS**, Paragraph **O. Named Insured** is amended by the addition of the entity listed below in this paragraph. Coverage for such entity shall only apply to liability arising out of such entity's ownership, operation, maintenance or use of the **Insured Property** located at located at <description of Town of Carlisle Rail Trail here>.

**Named Insured**

Town of Carlisle

The first **Named Insured**, previously designated in Item 1. of the Declarations shall remain unchanged as such.

2. Section **VIII. DEFINITIONS**, Paragraph **O. Named Insured** is amended by the addition of the entity listed below in this paragraph. Coverage for such entity shall only apply to liability arising out of such entity's ownership, operation, maintenance or use of the **Insured Property** located at <description of Town of Westford Rail Trail here>

**Named Insured**

Town of Westford

The first **Named Insured**, previously designated in Item 1. of the Declarations shall remain unchanged as such.

3. Section **V. LIMITS OF COVERAGE; SELF-INSURED RETENTION AND DEDUCTIBLE**, is amended by the addition of the following:

**G. Sublimit for Scheduled Named Insureds**

Solely with respect to the **Named Insureds** scheduled below and subject to Paragraphs **V.A.-V.F.** above, the most the Company will pay for **Loss** arising from any **Claim** for **Bodily Injury, Property Damage** or **Clean-Up Costs** resulting from **Pollution Conditions** on, under or migrating from the Scheduled **Insured Property** that corresponds with the Scheduled **Named Insured**, is \$3,000,000 each incident/ \$3,000,000 total all incidents for all **Loss** regardless of the number of **Pollution Conditions, Named Insureds, Insureds, Claims** or claimants.

**ENDORSEMENT NO.** (Continued)

Town of Acton	Description of Town of Acton Rail Trail here (4.2 miles)
Town of Carlisle	Description of Town of Carlisle Rail Trail here (850 ft)
Town of Westford	Description of Town of Westford Rail Trail here (700 ft)

Manuscript - subject to Legal approval

All other terms, conditions and exclusions remain the same.

\_\_\_\_\_  
**Authorized Representative  
or countersignature (where required by law)**