

Request for Information

Does your utility purchase a Pollution Insurance policy? Below is an example of this type of policy:

Site Pollution Incident Legal Liability Select (SPILLS)

The menu driven SPILLS policy provides coverage, written on a claims-made basis, including:

- First & Third Party Remediation Expenses of Pollutants on, under or migrating from a Covered Property
- Third Party Bodily Injury and Property Damage, including Natural Resource Damages
- Emergency Response Expenses (without a sublimit)
- Coverage for Pollution Incidents resulting from First and Third Party Transportation
- Blanket Coverage for Waste Disposal Activities
- Business Interruption
- Broad definition of Pollutants including mold and legionella
- Multi-year terms available
- Limits up to \$30M

If you do not have a Pollution Insurance policy, please include the insurance options you use instead.

Any responses to Request #2 may be sent to Thea Graybill at tgraybill@nacwa.org.

As always, we appreciate your time, expertise and assistance with these inquiries.

Laurie Horridge - Narragansett Bay - LHorridge@narrabay.com

We have a pollution policy which includes the items listed above.

Steve de Mik - HRSD - sdemik@hrsd.com

HRSD carries a pollution policy covering the items outlined below. It is a blended policy providing liability coverage for claims arising out of owned/leased premises, products we may manufacture or distribute pollution incidents on or off premises. Primary limits are \$1,000,000 per claim with a \$25,000 deductible. We also carry a \$20,000,000 umbrella policy that sits above the primary insurance policy.

Feel free to contact me if you need additional information. Thank you.

Gregory Tramontozzi - PVSC - GTramontozzi@pvsc.nj.gov

Per the second request of Nathan's below email, please be advised that the Passaic Valley Sewerage Commission does maintain pollution insurance coverage.

Please let me know if PVSC can be of any further assistance. Thank you.

Randall Kleinman - OCSD - rkleinman@ocsd.com

The Orange County Sanitation District purchases pollution liability insurance, with coverage fairly similar to that described in the request for information.

Tim Houghton - Honolulu - thoughton@honolulu.gov

Honolulu does not use a "pollution insurance policy". The City is self-insured.

Viveca Sonberg - Houston, TX - Viveca.sonberg@houstontx.gov

Question 2 is not applicable to the City of Houston.

Susan Myers – St. Louis, MO – smyers@stlmsd.com

Please see attached document for MSD St. Louis's response to this question.

The District purchases Environmental Impairment Liability Insurance through Zurich Insurance Company.

The coverage applies to the following location only:

Lemay WWTP, Bissell WWTP, Coldwater WWTP, Grand Glaize WWTP, Lower Meramec WWTP, Missouri River WWTP, Fenton WWTP, Lagoons @ Baumgartner, (*no longer in service, coverage still in place*), Lagoon @ Meramec, Prospect Hill Reclamation Land, Former Sligo.

- First & Third Party Remediation Expenses of Pollutants on, under or migrating from a Covered Property. **Yes**
- Third Party Bodily Injury and Property Damage, including Natural Resource Damages. **Yes.**
- Emergency Response Expenses (without sublimit). **No, coverage is limited to the policy limit of \$10,000,000 for Emergency Response**
- Coverage for Pollution Incidents resulting from First and Third Party Transportation. **Yes, Transportation of Materials Endorsement included in coverage as related to the above reference site.**
- Broad definition of Pollutants including mold and legionella. **No fungus exclusion as defined by the policy: Any form or type of mold, mushroom or mildew, or any other fungal structure any volatile organic compounds, mycotoxins, allergenic proteins or other substances or gases produced by or arising out of any mold, mushroom, mildew fungal structure or "spores(s)". "Spore(s)" means any reproductive body produced by or arising out of any "fungus".**
- Multi-year terms available. **No**
- Limits up to \$30M. **No, limits \$10,000,000 with a \$500,000 self- insured retention.**

The District currently has a MCS-90 endorsement under its Auto Liability policy for waste hauling of sludge to Milan Landfill. This is more of bond as oppose to insurance will provide coverage up to \$2,000,000 per occurrence environmental restoration.



POLLUTION LEGAL LIABILITY

CARRIER: Steadfast Insurance Company (AM Best Rating A XV)

NAMED INSURED: Metropolitan St. Louis Sewer District

POLICY PERIOD: July 1, 2012 to July 1, 2013

LIMITS: \$10,000,000 Each Claim
\$10,000,000 Total for All Claims

DEDUCTIBLE: \$500,000 Each Claim, No Aggregate

CANCELLATION OR NON-RENEWAL: 30 Days Written Notice of Non Renewal except 10 Days For Non-Payment of Premium

COVERAGE FORM: Form STF-EIL-423-A CW (8/99)
Third Party Bodily Injury, Property Damage and Cleanup

RETROACTIVE DATE: 7/1/11 for Covered 11 Locations

MAJOR TERMS, EXCLUSIONS AND CONDITIONS, (BUT NOT LIMITED TO):

- Coverage for above ground storage tanks
- Innocent Insured coverage included in Exclusion B
- Automatic Extended Reporting Period of 60 days Included
- Coverage for Third Party claims during the Extended Reporting Period which arise due to change in government regulations during the ERP
- Mediation Credit for claims resolved through Mediation
- Insured has option to consent to Company's choice of Counsel
- Off Site (pass through) Contamination Included
- Primary Insurance Wording
- Bodily Injury definition does not include requirement of physical injury
- Provides for \$5,000 worth of extra expense coverage for insured attending legal proceedings at our request
- Microbial Substance and Fungus Exclusion
- Intended Use Value Endorsement will apply restricting site use to current use
- Onsite Cleanup Costs Exclusion
- Exclusion for Maintenance or upgrading Endorsement
- 100% Minimum Earned Premium

***Proprietary Information:** Data provided in this proposal is proprietary between McGriff and Metropolitan St. Louis Sewer District. This insurance document is furnished to you as a matter of information for your convenience. It only summarizes the listed proposed policy(ies) and is not intended to reflect all the terms and conditions or exclusions of such proposed policy(ies). Moreover, the information contained in this document reflects coverage as of the effective date(s) of the proposed policy(ies) and does not include subsequent changes. This document is not an insurance policy and does not amend, alter or extend the coverage afforded by the listed proposed policy(ies). The insurance afforded by the listed proposed policy(ies) is subject to all the terms, exclusions and conditions of such proposed policy(ies). (April, 2012)*





McGriff, Seibels & Williams of Missouri, Inc.

Insurance & Risk Management

POLLUTION LEGAL LIABILITY

MAJOR TERMS, EXCLUSIONS AND CONDITIONS, (BUT NOT LIMITED TO):

- Amendment of claim provisions endorsement will apply
- Prior or Pending Litigation Endorsement will apply
- Time Element Pollution Event Limitation endorsement. Seven days allowed for insured to discover pollution event, reporting required within 21 days
- Excluded known pollution events endorsements will apply for certain pollution events at the Lemay WWTP
- Transportation of Materials by Carrier Endorsement (Automobile, Aircraft, Vessel, Rolling Stock) will apply, a retroactive date of 7/1/06 will apply.
- Non Owned Covered locations Off Site Coverage Endorsement will apply for 2 locations, Retroactive Date of 7/1/06 applicable
- Exclusions for Sewer Backup and Overcharge
- No coverage is provided for claims for losses arising from trunk lines or lateral lines
- Exclusion for monitoring costs
- Exclusion for landfill and lagoon materials (4 locations)
- Exclusion for Natural Resources
- Delimitation Date Endorsement will apply providing coverage for cleanup costs for pollution events existing prior to 7/1/06
- Terrorism Included

ANNUAL PREMIUM:

\$88,372

Payable: 60% down at binding and the remaining 40% due 1/1/13

Premium reflected above includes \$875 premium charge for TRIA.

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Hooling of Sludge Miala

TRAVELERS

ENDORSEMENT FOR
MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY
UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980

Issued to

METROPOLITAN ST. LOUIS SEWER DISTRICT

of ST. LOUIS, MO

4600 FULLER DRIVE

Dated at IRVING TX

this 07 day of 07, 20 11

Amending Policy No. H-810-9157P066-PHX-11

Effective Date 07-01-11

Name of Insurance Company

THE PHOENIX INSURANCE COMPANY

Telephone Number

Countersigned by:

Wendy C. Shy
Authorized Company Representative

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "X", for the limits shown:

☒ This insurance is primary and the company shall not be liable for amounts in excess of \$ 2,000,000 for each accident.

☐ This insurance is excess and the company shall not be liable for amounts in excess of \$ for each accident in excess of the underlying limit of \$ for each accident.

Whenever required by the Federal Highway Administration (FHWA) or the Interstate Commerce Commission (ICC), the company agrees to furnish the FHWA or the ICC a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FHWA or the ICC, to verify that the policy is in force as of a particular date.

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the ICC's jurisdiction, by providing thirty (30) days notice to the ICC (said 30 days notice to commence from the date the notice is received by the ICC at its office in Washington, D.C.).

DEFINITIONS AS USED IN THIS ENDORSEMENT

ACCIDENT includes continuous or repeated exposure to conditions which result in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

MOTOR VEHICLE means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

BODILY INJURY means injury to the body, sickness, or disease to any person, including death resulting from any of these.

ENVIRONMENTAL RESTORATION means restitution for the loss, damage, or destruction of natural resources arising out of the accidental

discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shell-fish, and wildlife.

PROPERTY DAMAGE means damage to or loss of use of tangible property.

PUBLIC LIABILITY means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Highway Administration (FHWA) and the Interstate Commerce Commission (ICC).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall re-

lieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

The Motor Carrier Act of 1980 requires limits of financial responsibility according to type of carriage and commodity transported by the motor carrier. It is the MOTOR CARRIER'S obligation to obtain the required limits of financial responsibility.

THE SCHEDULE OF LIMITS SHOWN ON THE REVERSE SIDE DOES NOT PROVIDE COVERAGE.

The limits shown in the schedule are for information purposes only.

MCS-90 (Rev. 4-00)
(Rev. 04-01)