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Via Electronic Submittal

July 14, 2023

Mr. Michael Nucci
Vermont Agency of Natural Resources
Department of Environmental Conservation
1 National Life Dr, Davis 1
Montpelier, VT 05620-3704

**RE: Application for Hazardous Waste Facility Permit Renewal
General Electric Aviation Plant II Facility, North Clarendon, Vermont
EPA ID No. VTD001075894**

Dear Mr. Nucci:

Documentation to support renewal of the existing Hazardous Waste Facility Permit (effective September 30, 2013) for the above referenced facility was submitted on March 30, 2023. Comments were provided by VTDEC via emails on June 9 and 26, 2023. The attached documentation was revised to address comments and includes the following:

- Appendix A - Site Layout
- Appendix B - Post Closure Plan
- Appendix C - Post-Closure and Corrective Action Cost Estimates and Financial Assurance Documents.

If you have any questions or require additional information, please do not hesitate to contact me at (413) 553-6610.

Sincerely,

Kevin Mooney
Senior Project Manager
Global Operations - Environment, Health & Safety

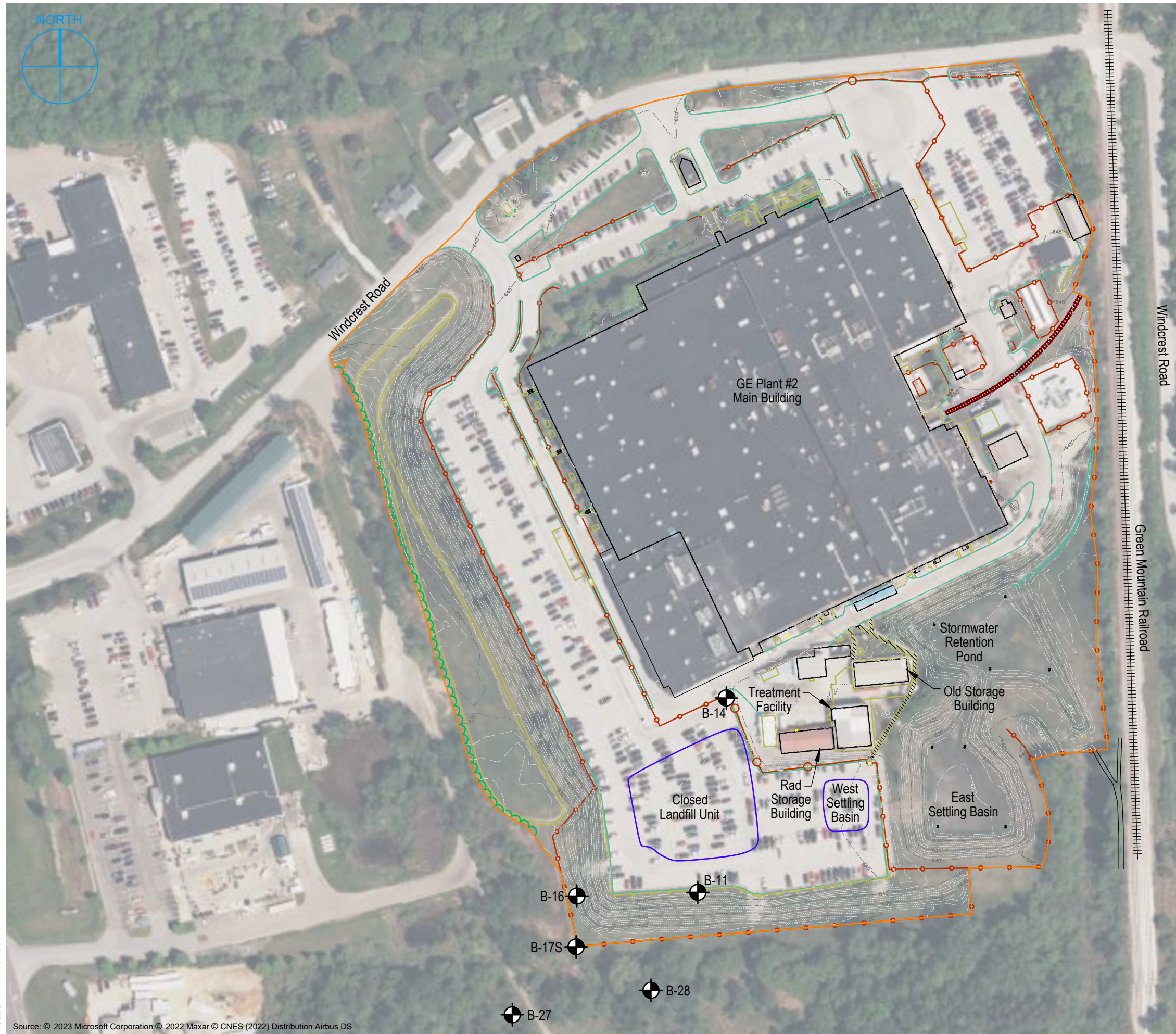
cc: Graham Bradley, VTDEC
Kaleb Pietkoski, GE Aerospace
Melanie Conklin, Ramboll
Rebecca McDonald, Ramboll

Attachments:






Appendix A – Site Layout
Appendix B – Post Closure Plan
Appendix C – Post-Closure and Corrective Action Cost Estimates and Financial Assurance Documents

APPENDIX A:

Site Layout



Legend:

-  Monitoring Well Location
-  Approximate Property Line
-  Fence Line
-  Major Contour
-  Minor Contour

Note:
Some well locations are approximate.



SITE LAYOUT

General Electric Company
270 Windcrest Road
North Clarendon, Vermont

FIGURE 2

APPENDIX B:

Post-Closure Plan

Intended for

**General Electric Company (GE)
GE Aviation Plant II
North Clarendon, Vermont
EPA ID No. VTD001075894
SMS #77-0045**

Document type

Work Plan

Date

July 2023

Post-Closure Plan



Bright ideas.
Sustainable change.

Post-Closure Plan

Project name **GE Aviation Plant II, North Clarendon, VT**
EPA ID No. VTD001075894, SMS #77-0045

Project no. **1940102558**

Recipient **General Electric Company**

Document type **Work Plan**

Version **1**

Date **July 14, 2023**

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1	Groundwater Monitoring Well System Inspection
2	Landfill Cap Inspection

Figures

1	Site Location
2	Site Layout

Attachments

A	Post-Closure Inspection Log
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1. Introduction

This Post-Closure Plan was prepared by Ramboll Americas Engineering Solutions, Inc. (Ramboll) on behalf of the General Electric Company (GE) for the GE Aviation Plant II (herein referred to as the Facility), located at 270 Windcrest Road, North Clarendon, Vermont (Site) as shown on **Figure 1**. This Post-Closure Plan was prepared in accordance with Title 40 of the Code of Federal Regulations (40 CFR) Part 264, Subpart G, Sections 264.117, 264.118, 264.119, and 264.120. The Site Layout is shown on **Figure 2**.

The Facility is active and manufactures gas turbine engine components, including vanes and blades, and associated tooling from various metal alloys. Between 1976 and 1986, GE operated a regulated landfill unit (Landfill) at the Site for disposition of metal hydroxide sludge generated by the Facility. The Landfill received wastes defined as hazardous (i.e., F006 waste) by the Vermont Department of Environmental Conservation (VTDEC) Hazardous Waste Management Regulations under §7-210. The Landfill was closed in 1987 in accordance with the Planning Report for Closure of Existing (Metal Hydroxide) Sludge Landfill (DuBois & King, 1986). The Site is subject to Resource Conservation and Recovery Act (RCRA) corrective action provisions due to the presence of the closed-in-place Landfill, solid waste management units (SWMUs) and areas of concern (AOCs).

Post-closure activities will be conducted at the Site to preserve the integrity and maintain compliance with the closure performance standards of the closed Landfill. Post-closure care activities will consist of:

- Groundwater monitoring
- Inspection of the landfill cover, security system, and monitoring wells
- Maintenance, as necessary, of the landfill cover, security system, and monitoring wells

2. Post Closure Care

GE will continue post-closure care under the terms of a renewed Hazardous Waste Facility Permit issued by the VTDEC in 2023.

40 CFR Section 264.117(a)(1)(i) states that post-closure care must consist of monitoring and reporting in accordance with relevant Subparts F, K, L, M, and N of 40 CFR Part 264. These subparts define requirements for Groundwater Protection at SWMUs, Surface Impoundments, Waste Piles, Land Treatment, and Landfills, respectively. GE will follow Subparts F and N, which are the two subparts applicable to the Site. A groundwater monitoring system is in place and will be utilized to monitor the condition of the groundwater at the point of compliance (POC) in accordance with the VTDEC-approved revised Environmental Monitoring Plan (EMP; Ramboll 2023).

3. Post-Closure Plan

40 CFR Section 264.118(b) requires that the owner or operator of a disposal facility have a written Post-Closure Plan, which identifies the activities that will be carried on after closure as well as a description of these activities and their frequency.

3.1 Planned Groundwater Monitoring Activities

GE will maintain and operate a groundwater monitoring well system. Groundwater monitoring will be conducted as described in the VTDEC-approved EMP. Procedures for inspection of the required monitoring well system are described below in Section 3.2.1.

3.2 Planned Inspection Activities

The post-closure inspection program consists of two components: (1) inspection of the condition of the groundwater monitoring well system, and (2) inspection of the condition of the closed Landfill (cap and security systems). Post-closure inspection activities are described below.

3.2.1 Inspection of Groundwater Monitoring Well System

As an initial task for each groundwater sampling event outlined in the EMP, a physical evaluation of the conditions of the required monitoring well system will be conducted. This evaluation will include the groundwater monitoring wells outlined in the EMP. The inspection will occur semi-annually unless a reduction in frequency is approved by VTDEC. The inspection will document potential cover/cap damage, structural deformation (due to soil shifting) and other physical damage to the well structure. Known well inspection areas and potential issues are outlined in **Table 1**. Monitoring well inspections will be documented on the Post-Closure Inspection Log included as **Attachment A**.

Table 1: Groundwater Monitoring Well System Inspection

Inspection Areas	Potential Issues
Well casing protection	Casing damaged, rusted, broken
Well cap	Cap missing or not in place, broken
Area around well	Soil displaced, well casing damaged
Well identification	Identification information is legible

In the event a well is found damaged, it will be reported to the GE Project Manager within 24 hours and a plan to evaluate and remedy the problem will be developed. If the damage is such that the well cannot be sampled due to physical damage, the GE Project Manager will report the damage to VTDEC within 14 days.

If a well(s) that comprises part of the groundwater monitoring well system were to become damaged beyond repair, the well(s) may be decommissioned or replaced with approval from VTDEC. Well decommissioning will be completed in accordance with Vermont's Water Supply Rule

(Part 12 Construction and Isolations Standards for Wells) and will consist of using tremie pipe to fill the well with grout starting at the bottom of the well. The standpipe, if present, will be removed from the area and a concrete plug will be poured on top of the grout to create a cap that is larger than the diameter of the well. The concrete will be covered with material imported from a local source to restore the natural ground surface to match the surrounding area. A revised EMP will be submitted for VTDEC approval to reflect modifications to the monitoring well system.

3.2.2 Inspection of the Landfill Cap

The integrity of the Landfill cap will be inspected for the following attributes:

- Asphalt surface is still able to protect the upper surface of the landfill synthetic cover: no large cracks or holes, no deterioration of the edges, no winter plowing damage, and no excessive accumulation of stormwater.
- Earthen side surfaces maintain integrity to cover the buried waste and shed surface water runoff: no large areas of erosion, cover vegetation remains viable; no trees or large bushes are growing on the side slopes.
- Landfill markers signifying the boundary of the landfill cap on the asphalt are in place and not damaged.

The Landfill cap inspections will be conducted annually, between May 1 and October 1. The inspection will also coincide with a semi-annual groundwater monitoring event detailed in the EMP. This timing allows for the inspection to view the Site following the winter and spring seasons, when there is the greatest potential for weather-related damage. It also allows for repairs to be made during the typical construction season.

The Landfill cap inspection will be documented on the Post-Closure Inspection Log included as **Attachment A**. The Landfill cap inspection areas and potential issues are outlined in **Table 2**.

Table 2: Landfill Cap Inspection

Inspected Areas	Potential Issues
Asphalt surface	Large cracks, pot holes, plow damage, edge crumble, sink holes, pooled water
Earthen sides	Significant erosion, exposed synthetic cap, stressed vegetation, growth of trees and large bushes
Landfill markers	Markers are damaged by snow plow, marker missing

Remediation of inspection findings will depend on the type of condition found. In the event that substantial damage to the Landfill cap is observed, it will be reported to the GE Project Manager within 24 hours. VTDEC will be notified within 14 days and a remediation program will be developed in conjunction with VTDEC. VTDEC will also be notified of immediate actions already completed. If normal maintenance is required, such as recoating or resurfacing of the asphalt-

covered parking surface, this will be remedied on a schedule consistent with other Facility maintenance activities.

3.2.3 Inspection of Site Security

The Site security system will be inspected annually, following the same schedule as the Landfill inspection. The Site security system will be inspected to confirm it is functional and maintains the ability to prevent unknowing and/or unauthorized access to the Landfill.

The Landfill is on a portion of the Facility that is within the perimeter fencing (minimum 8 feet tall chain link with barbed wire top) of the GE property. Access to the GE property is through either a guarded location or a locked pedestrian gate used by employees only.

Annual security inspection will consist of:

- Inspection of the perimeter fence to check for chain link breaks or fallen barbed wire
- Inspection of warning signs on perimeter fence indicating prohibition of entry

The Landfill cap inspection will be documented on the Post-Closure Inspection Log included as **Attachment A**.

If maintenance is required, such as fence repair or sign replacement, this will be remedied on a schedule consistent with other Facility maintenance activities.

3.3 Landfill Boundary

The GE property was surveyed by a Vermont registered land surveyor in January 2007. The Landfill liner location is based on the report prepared by DuBois & King entitled General Electric Company, Town of Rutland, North Clarendon Plant Landfill Closure and Parking Lot Site Grading Plan submitted to VT DEC in October 1986. A copy of the survey map indicating the location of the Landfill liner has been provided to the Rutland Town Clerk for filing with the property deed. The boundary of the landfill cap is delineated by markers placed by a surveyor at the corners of the cap.

4. Reporting

The Post-Closure Inspection Logs (**Attachment A**) and documentation of post-closure care activities will be provided to VTDEC on an annual basis. Information will be submitted to VTDEC with the Annual Report on Post-Closure Care and Corrective Action (Annual Report), described in the VTDEC-approved EMP.

The Annual Report will be submitted electronically via VTDEC's File Transfer Protocol Site. A notification will also be emailed to the VTDEC Hazardous Sites Project Manager.

5. Financial Assurance

In accordance with 40 CFR Sections 264.140 through 264.151, GE will provide financial assurance for the required post-closure care and corrective action activities. The original 30-year post-closure period was extended by VTDEC in the renewed Hazardous Waste Facility Permit, and the post-closure period for financial assurance will extend to expiration of the Hazardous Waste Facility Permit.

GE currently satisfies the financial assurance requirements for post-closure care through a standby trust and performance bond as specified in 40 CFR Section 264.145(c). GE will continue to satisfy financial assurance in accordance with this section by sending updated financial assurance documentation, consisting of an updated post-closure care cost estimate to VTDEC within 90 days after the close of GE's fiscal year. In addition, GE will send an updated post-closure care cost estimate to VTDEC, if warranted, based on changes to the Post-Closure Plan or EMP approved by VTDEC.

6. Post-Closure Contact

40 CFR Section 264.118(3) requires the name, telephone number, and address of a person or office to contact about the disposal facility during the post-closure period. The responsible person/office is currently:

Kevin Mooney
General Electric Company
Senior Project Manager
Global Operations – Environmental, Health and Safety
1 Plastics Avenue
Pittsfield, MA 01201
Phone: 413-553-6610

7. References

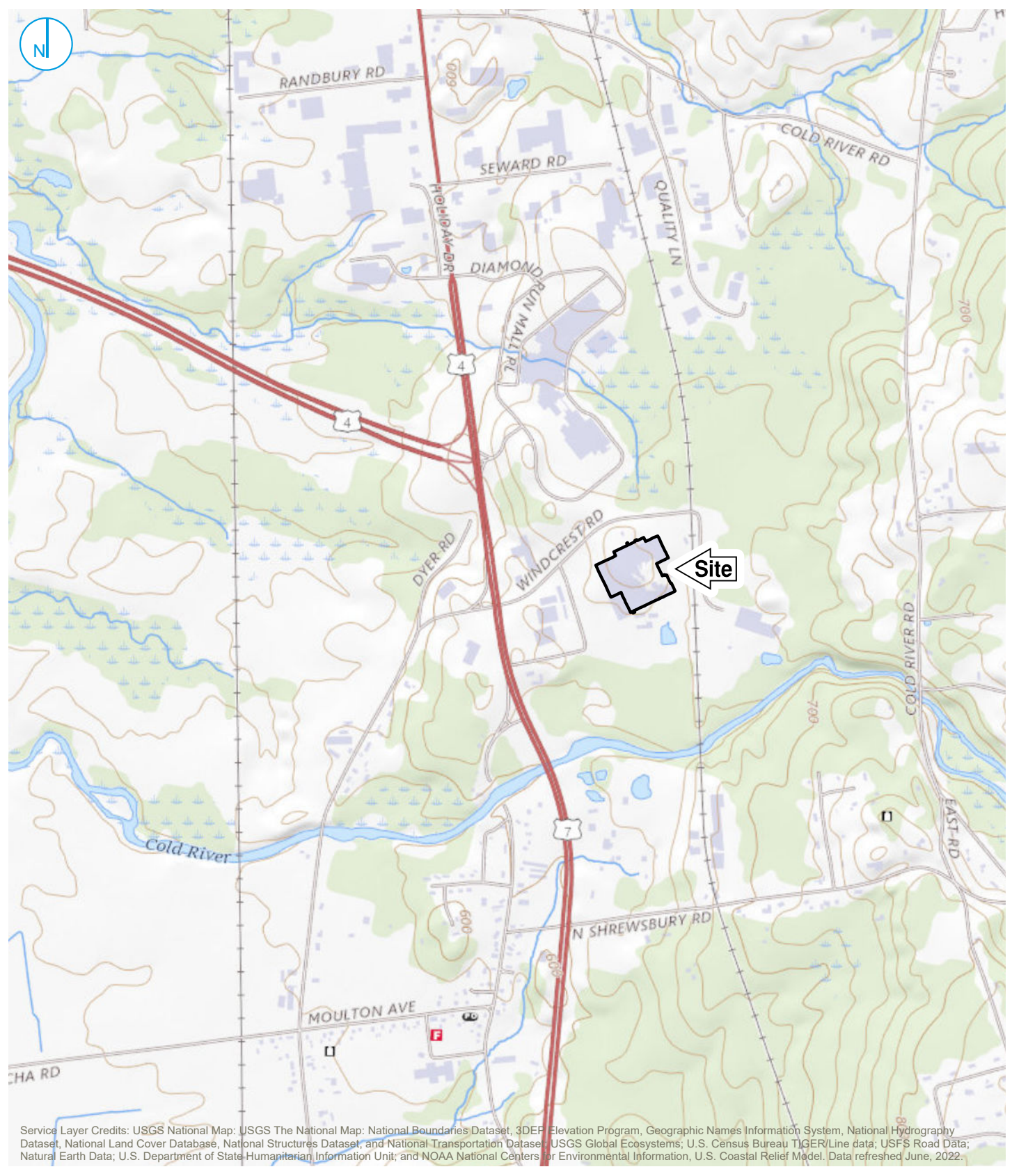
DuBois & King. 1986. Planning Report for Closure of Existing (Metal Hydroxide) Sludge Landfill. July 1986.

DuBois & King. 1986. General Electric Company, Town of Rutland, North Clarendon Plant Landfill Closure and Parking Lot Site Grading Plan. October 1986.

Ramboll. 2023. General Electric Company, GE Aviation Plant II, Environmental Monitoring Plan. Revised March 2023.

Vermont Department of Environmental Conservation. 2020. Water Supply Rule, Appendix A, Part 12 Construction and Isolation Standards for Wells. March 17, 2020.

Figures



SITE LOCATION

FIGURE 1

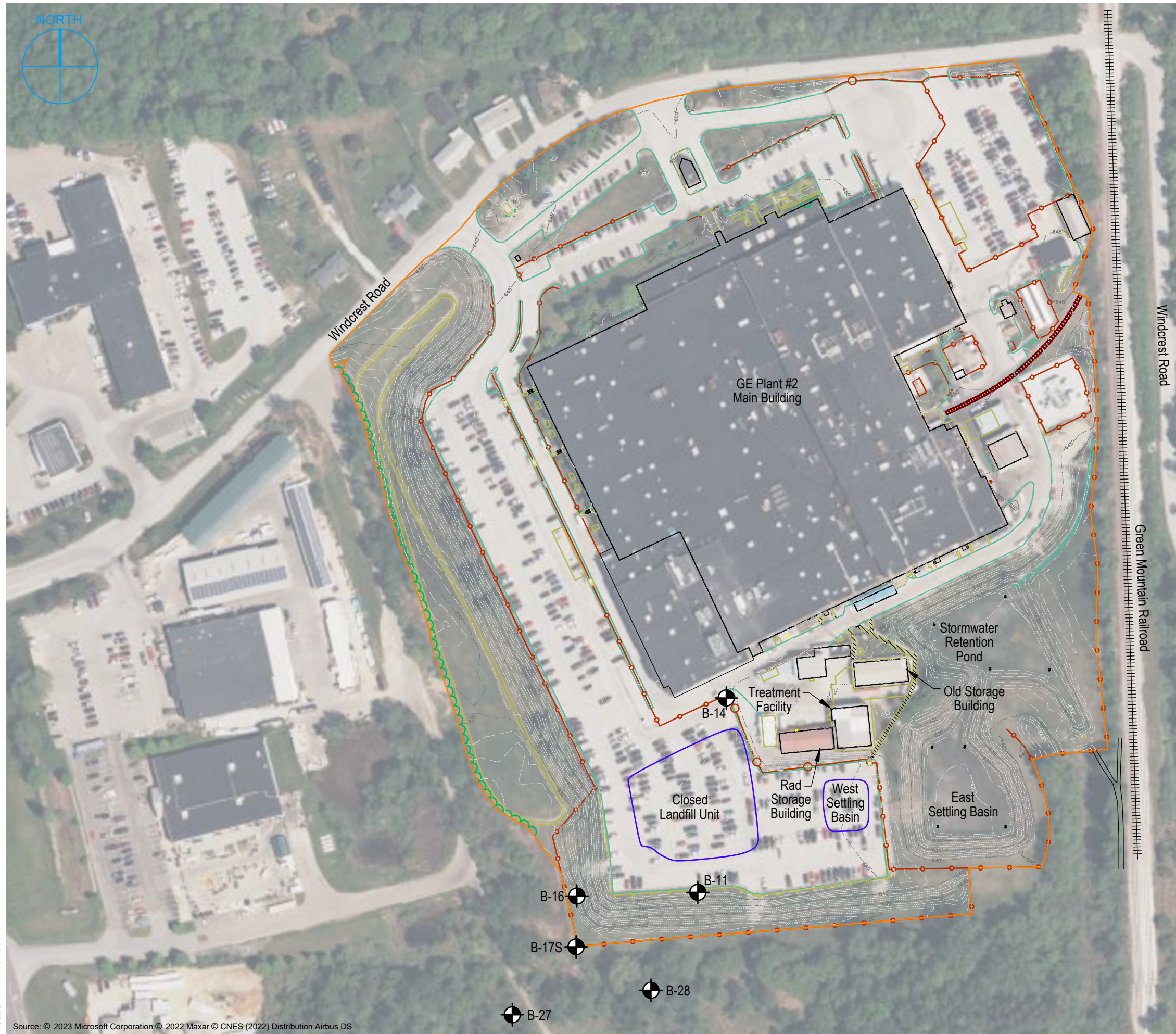


2,000 Feet






General Electric Company
 270 Windcrest Road
 North Clarendon, Vermont

RAMBOLL US CORPORATION
 A RAMBOLL COMPANY





Legend:

-  Monitoring Well Location
-  Approximate Property Line
-  Fence Line
-  Major Contour
-  Minor Contour

Note:
Some well locations are approximate.



SITE LAYOUT

General Electric Company
270 Windcrest Road
North Clarendon, Vermont

FIGURE 2



Attachment A
Post-Closure Inspection Log

**POST-CLOSURE INSPECTION LOG
GENERAL ELECTRIC COMPANY (GE)
GE AVIATION PLANT II
NORTH CLARENDON, VERMONT
US EPA ID NO. VTD001075894**

Inspector _____ Signature _____ Date _____

Nature of Inspection (circle):
Scheduled Semi-annual
Scheduled Annual
Other/Additional

1. REQUIRED GROUNDWATER MONITORING WELL SYSTEM (Semi-Annual Inspection)
(Groundwater monitoring wells detailed in the Environmental Monitoring Plan)

	(Circle One)	
Damage to Caps or Locks	Yes	No
Evidence of Tampering	Yes	No
Apron Damage	Yes	No
Concrete Collar Damage	Yes	No
Well ID No. not Present	Yes	No
Other Problems	Yes	No

If Yes to any of the above, describe the location and extent of the problem(s).

Is maintenance of the groundwater monitoring system required? Yes No

If Yes, describe the maintenance action required. If an action was already taken, describe the action and date of completion.

2. LANDFILL CAP (Annual Inspection)

	(Circle One)	
Cracking	Yes	No
Settling	Yes	No
Damage to Curbing	Yes	No
Overweight Vehicles Present	Yes	No
Other Problems	Yes	No
Damage to Surveyed Boundary Markers	Yes	No

If Yes to any of the above, describe the location and extent of the problem(s).

Is maintenance to the asphalt surface required? Yes No

If Yes, indicate the maintenance action required. If an action was already taken, describe the action and date of completion.

3. SITE SECURITY (Annual Inspection)

(Circle One)

Fence Damage	Yes	No
Signage Damage	Yes	No
Access Gates Secured (Locked and/or Guarded)	Yes	No
Evidence of Trespassers	Yes	No
Other Problems	Yes	No

If Yes to any of the above, describe the location and extent of the problem(s).

Is maintenance to security measures required? Yes No

If Yes, indicate the maintenance action required. If an action was already taken, describe the action and date of completion.

APPENDIX C:

**Post-Closure and Corrective Action Cost Estimates and
Financial Assurance Documents**

Appendix C - Cost Estimate for Post-Closure Care and Corrective Action
General Electric Company
Rutland Plant II
North Clarendon, Vermont

Activity		2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	10 Year Total	
Corrective Action	Environmental Monitoring Plan (EMP) - Semi-annual groundwater monitoring: B-16, B-17S and B-27, analysis for 1,1-DCE, TCE - Biennial groundwater monitoring of B-11, B-14 and B-28, analysis for 1,1-DCE, TCE (2024, 2026, 2028, 2030, 2032) - Biennial groundwater monitoring of B-16 and B-17S, analysis for nickel (2024, 2026, 2028, 2030, 2032) - Biennial evaluation of groundwater monitoring data, modification of EMP if warranted (2025, 2027, 2029, 2031) - Annual Report	\$9,900	\$10,874	\$13,600	\$10,874	\$13,600	\$10,874	\$13,600	\$10,874	\$13,600	\$10,874	\$9,900		
	Subtotal	\$9,900	\$10,874	\$13,600	\$10,874	\$13,600	\$10,874	\$13,600	\$10,874	\$13,600	\$10,874	\$9,900	\$128,570	
Post-Closure Care	Post-Closure Plan (PCP) - Semi-annual inspection of groundwater monitoring well network - Annual inspection of landfill cap and security system - Annual Report - Hazardous Waste Facility Permit renewal (2023, 2033)	\$41,150	\$6,840	\$6,840	\$6,840	\$6,840	\$6,840	\$6,840	\$6,840	\$6,840	\$6,840	\$6,840	\$41,150	
	Subtotal	\$41,150	\$6,840	\$6,840	\$6,840	\$6,840	\$6,840	\$6,840	\$6,840	\$6,840	\$6,840	\$6,840	\$41,150	\$143,860
	Cap Maintenance - Routine - Seasonal mowing - Asphalt patching (small holes and cracks)	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	
	Subtotal	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$55,000
	Cap Maintenance - Non-Routine - Asphalt replacement (if necessary) Assumes \$1.50/square foot, 80,000 square foot area Assumes surface milling and replacement of wear course (~1.5-inch thick), does not include T&D or parking lot striping	\$0	\$120,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
	Subtotal	\$0	\$120,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$120,000	
TOTAL		\$56,050	\$142,714	\$25,440	\$22,714	\$25,440	\$22,714	\$25,440	\$22,714	\$25,440	\$22,714	\$56,050	\$447,430	

Notes:

- 1) Cost estimates for the EMP and PCP are based on activities outlined in the respective plans, revised by Ramboll in 2023.
- 2) Cost estimates do not account for inflation and/or discounting.
- 3) Costs reflect 10-year corrective action and post-close care period between 2023 and 2033.
- 4) Semi-annual groundwater monitoring at B-16, B-17S, and B-27 and biennial groundwater monitoring at B-11, B-14, and B-28 assumes samples collected via passive diffusion bags.
- 5) Biennial groundwater monitoring at B-16 and B-17S assumes samples collected via low-flow method.

PERFORMANCE BOND

Date bond executed: 5/30/17

Effective date: 3/31/17

Principal: **General Electric Corporation 901 Main Avenue 801-4 Norwalk CT 06851**

Type of organization: **Corporation**

State of incorporation: **New York**

Surety: **Travelers Casualty and Surety Company of America**

One Tower Square, Bond/SPB

Hartford, CT 06183

EPA Identification Number, name, address, and closure and/or post-closure amount(s) for each facility guaranteed by this bond [indicate closure and post-closure amounts separately]:

EPA# VTD001075894

Rutland Plant 270 Windcrest Rd N. Clarendon VT. 05759

Post Closure **\$447,430.00**

Total penal sum of bond: **\$447,430.00**

Surety's bond number: 106700981

Know All Persons By These Presents, That we, the Principal and Surety hereto are firmly bound to the Vermont Department of Environmental Conservation (hereinafter called Vermont DEC), in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally; provided that, where the Surety are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

Whereas said Principal is required, under the Resource Conservation and Recovery Act as amended (RCRA), to have a permit in order to own or operate each hazardous waste management facility identified above, and

Whereas said Principal is required to provide financial assurance for closure, or closure and post-closure care, as a condition of the permit, and

Whereas said Principal shall establish a standby trust fund as is required when a surety bond is used to provide such financial assurance;

Now, Therefore, the conditions of this obligation are such that if the Principal shall faithfully perform closure, whenever required to do so, of each facility for which this bond guarantees closure, in accordance with the closure plan and other requirements of the permit as such plan and permit may be amended, pursuant to all applicable laws, statutes, rules, and regulations, as such laws, statutes, rules, and regulations may be amended,

And, if the Principal shall faithfully perform post-closure care of each facility for which this bond guarantees post-closure care, in accordance with the post-closure plan and other requirements of the permit, as such plan and permit may be amended, pursuant to all applicable laws, statutes, rules, and regulations, as such laws, statutes, rules, and regulations may be amended,

Or, if the Principal shall provide alternate financial assurance as specified in subpart H of 40 CFR part 264, and obtain Vermont DEC's written approval of such assurance, within 90 days after the date notice of cancellation is received by both the Principal and the Vermont DEC from the Surety, then this obligation shall be null and void, otherwise it is to remain in full force and effect.

The Surety shall become liable on this bond obligation only when the Principal has failed to fulfill the conditions described above.

Upon notification by Vermont DEC that the Principal has been found in violation of the closure requirements of 40 CFR part 264, for a facility for which this bond guarantees performance of closure, the Surety shall either perform closure in accordance with the closure plan and other permit requirements or place the closure amount guaranteed for the facility into the standby trust fund as directed by the Vermont DEC.

Upon notification by Vermont DEC that the Principal has been found in violation of the post-closure requirements of 40 CFR part 264 for a facility for which this bond guarantees performance of post-closure care, the Surety shall either perform post-closure care in accordance with the post-closure plan and other permit requirements or place the post-closure amount guaranteed for the facility into the standby trust fund as directed by the Vermont DEC

Upon notification by Vermont DEC that the Principal has failed to provide alternate financial assurance as specified in subpart H of 40 CFR part 264, and obtain written approval of such assurance from Vermont DEC during the 90 days following receipt by both the Principal and Vermont DEC of a notice of cancellation of the bond, the Surety shall place funds in the amount guaranteed for the facility into the standby trust fund as directed by Vermont DEC.

The surety hereby waive(s) notification of amendments to closure plans, permits, applicable laws, statutes, rules, and regulations and agrees that no such amendment shall in any way alleviate its (their) obligation on this bond.

The liability of the Surety shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penal sum of the bond, but in no event shall the obligation of the Surety(ies) hereunder exceed the amount of said penal sum.

The Surety may cancel the bond by sending notice of cancellation by certified mail to the owner or operator and to Vermont DEC, provided, however, that cancellation shall not occur during the 120 days beginning on the date of receipt of the notice of cancellation by both the Principal and Vermont DEC, as evidenced by the return receipts.

The principal may terminate this bond by sending written notice to the Surety(ies), provided, however, that no such notice shall become effective until the Surety(ies) receive(s) written authorization for termination of the bond by Vermont DEC of the EPA Region(s) in which the bonded facility is (are) located.

Principal and Surety hereby agree to adjust the penal sum of the bond yearly so that it guarantees a new closure and/or post-closure amount, provided that the penal sum does not increase by more than 20 percent in any one year, and no decrease in the penal sum takes place without the written permission of Vermont DEC.

In Witness Whereof, The Principal and Surety have executed this Performance Bond and have affixed their seals on the date set forth above.

The persons whose signatures appear below hereby certify that they are authorized to execute this surety bond on behalf of the Principal and Surety and that the wording of this surety bond is identical to the wording specified in 40 CFR 264.151(c) as such regulation was constituted on the date this bond was executed.

Principal

Signature: Eileen Cavanaugh

Eileen Cavanaugh

CFO, Corporate Global Operations, GE Corporate

[Corporate seal]



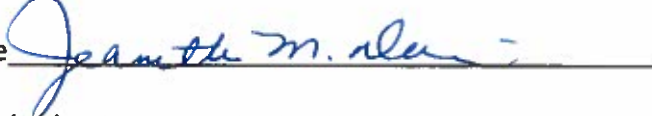
Corporate Surety

Travelers Casualty and Surety Company of America

One Tower Square, Bond/SPB, Hartford, CT 06183

State of incorporation: Connecticut

Liability limit: \$ 447,430.00

Signature 

Name and title: Jeannette M. Davis, Attorney-in-Fact

[Corporate seal]

[For every co-surety, provide signature(s), corporate seal, and other information in the same manner as for Surety above.]

Bond premium: \$716.00

ACKNOWLEDGEMENT BY SURETY

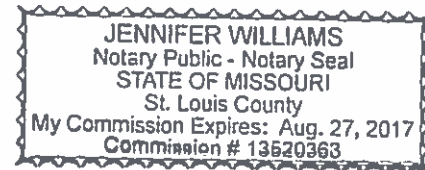
STATE OF MISSOURI
COUNTY OF ST. LOUIS

On this 30th day of May, 2017, before me, Jennifer Williams, a Notary Public, within and for said County and State, personally appeared Jeannette M. Davis to me personally known to be the Attorney-in-Fact of and for Travelers Casualty and Surety Company of America and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



Notary Public in the State of Missouri
County of St. Louis





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 229587

Certificate No. 007194086

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Thomas U. Krippene, Susan R. Schwartz, Christina Baratti, Catherine L. Geimer, Eric D. Sauer, Salena Wood, Jeannette M. Davis, and Jennifer Williams

of the City of St. Louis, State of Missouri, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 18th day of April, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 18th day of April, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.



[Signature]
Marie C. Tetreault, Notary Public