



Appendix I: Closure Plans and Financial Requirements

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I Closure and Post Closure Requirements

I-1 Closure Plans:

This plan includes closure of the facility's drum storage area and transformer oil tank farm, although the waste oil stored in the tank farm is not regulated as a hazardous waste.

In the original permit for the facility and its first permit revision in 1994, the waste oil stored in the bulk tanks was regulated as a Vermont hazardous waste and the tanks were regulated as hazardous waste management units. Subsequent to completing the first permit renewal in 1994, Vermont Hazardous Waste regulations were revised, and the waste oil was thereafter managed as a used oil or TSCA PCB waste rather than as a Vermont regulated hazardous waste. Consequently, the second permit renewal for the facility did not include the transformer oil tanks. However, GMP and the VTANR agreed that closure of the tanks as hazardous waste management units could be deferred until such time as the facility was permanently closed provided GMP continue to include the transformer mineral oil tanks in its hazardous waste storage facility closure plan.

I-1a Closure Performance Standard

This closure plan is designed to minimize or eliminate post-closure maintenance and threats to human health and the environment such as post-closure escape of hazardous waste, hazardous constituents, runoff, or hazardous waste decomposition products to ground or surface water or the atmosphere.

If the generator demonstrates that any contaminated soils and wastes cannot be practicably removed or decontaminated, then the short-term storage area is considered to be a landfill and the generator must close the area and perform post-closure care in accordance with the closure and post-closure care requirements contained in 40 CFR § 264.310. In addition, for the purposes of closure, post-closure, and financial responsibility, such an area is then considered to be a landfill, and the generator must meet all of the requirements for landfills specified in subchapter 5 of the Vermont Hazardous Waste Management Regulations and subparts G and H of 40 CFR part 264.

I-1b Maximum Waste Inventory

The facility's maximum design capacity is 264 fifty-five gallon containers and 18,000 gallons of waste oil. Based on past inventories, 80% of the containers are typically media such as oily rags, filters, and soil from routine maintenance work and spill cleanup. Fifteen percent of the container inventory are typically oily media contaminated with some level of PCBs. The remaining container inventory will be primarily ethylene glycol wastes and non-hazardous wastes.

Of the 18,000 gallons of waste oil, 12,000 gallons are managed as used oil and 6,000 gallons are managed as PCB-contaminated transformer oil.

I-1c Schedule for Closure

A schedule for facility closure is provided in **Table 11**.

I-1d Time Allowed for Closure

Notification of an intent to close the facility will be made to the Secretary of the Agency of Natural Resources 45 days prior to the date GMP expects to start closure activities. The date

expected to start closure activities will be no greater than 30 days after receipt of the last shipment of hazardous waste into the facility.

Within 90 days of receiving the last shipment of hazardous waste, waste inventories must be shipped off-site. Within 180 days of receiving the last shipment of hazardous waste into the facility, final closure must be completed. GMP does not expect a need to perform a partial closure of the facility. Within 60 days after completing final closure, submit to the Secretary a certificate of closure completion.

Table I1. Schedule for Closure

Notification of Intent to Close Facility	At least 45 days before Date Closure Starts
Day last waste shipment received	Day 1
Date Closure Starts	No later than 30 days after Day 1
Ship waste off site	Day 1 - Day 30
Decontamination of tanks and piping	Day 3 – Day 45
Ship decontamination waste off -site	Day 45 – Day 70
Clean containment areas and set up sample grid	Day 45 – Day 50
Sample containment areas	Day 50 – Day 55
Sample soil in the vicinity of the loading dock doors	Day 50 – Day 55
Wait for analytical results	Day 55 – Day 90
Analyze returned sampling data and decontaminate containment areas and/or remove soil as necessary	Day 75 - Day 105
Ship waste from remediation areas (if applicable)	Day 105 – Day 135
Confirmatory sampling of remediation area (if applicable)	Day 105 – Day 135
Analyze confirmation sample data	Day 135 – Day 145
Notification of Closure Completion	No later than 180 days after Day 1

I-1d(1) Extension of Time for Closure

As the facility is permitted only for storage rather than actual disposal, a time extension to complete final closure is not anticipated.

I-1e Closure Procedures

Generally, immediate removal of waste inventory is essential to the start of closure procedures in that drum containment areas and tank interiors are not accessible until waste inventory is removed. Once waste inventory is removed, drum containment areas are cleaned in preparation for laying out a PCB sampling grid. Debris from the containment area cleaning shall be held until sample data is returned and material can be characterized for disposal.

After samples are taken and sent to a laboratory, the containment area is cordoned-off in the event decontamination of some areas of the drum containment system may be required.

Concurrent with the work being done in the drum containment area, tanks used for storing PCB contaminated transformer oil are entered and decontaminated as is associated piping. Once

tanks and piping are decontaminated, the tank containment areas will be managed as was the drum containment areas.

Once the need to enter the storage areas is ended, PCB soil sampling is conducted around overhead doors to the storage facility as this is the most likely area of soil contamination at the site.

I-1e(1) Inventory Removal

Waste inventory is entirely in tanks or containers. The 6,000-12,000 gallons of used oil stored at the facility will be shipped by tanker truck to a facility permitted to burn off-spec used oil and the 6,000 gallons of PCB-contaminated transformer oil will be shipped by tanker truck to a TSCA-permitted facility and will be disposed of in accordance with the facility's approved permit.

Containerized wastes will be brokered to a hazardous waste disposal company. The disposal company will dispose of the wastes as directed by GMP. Containerized wastes that contain any amount of PCB contamination will be sent to a TSCA landfill. RCRA regulated wastes will be sent to a RCRA-permitted disposal facility as will State listed VT02 wastes.

I-1e(2) Disposal or Decontamination of Equipment, Structures and Soils

Piping that is ancillary to the PCB waste oil tanks will be decontaminated. Rinsate will be circulated through the piping until the desired decontamination result is achieved (<3 ppm PCB.) The rinsate will then be disposed of in drums as a PCB waste.

Soils in proximity to overhead loading docks will be tested for PCB contamination as this area is the most likely area to have been inadvertently contaminated during waste handling activities. Soils excavated due to evidence of contamination will be shipped for disposal in 55-gallon drums or roll-off containers.

I-1e(3) Closure of Disposal Units

Not applicable; there are no disposal units at this facility.

I-1e(4) Closure of Containers

Hazardous wastes stored in 55-gallon containers will be shipped off-site to permitted facilities for disposal.

After removal of containerized waste inventory, grates, trenches, dikes, and containment floors and walls (to five feet high) will be decontaminated by triple rinsing with an aqueous solvent which dissolves oils and PCBs. These surfaces will then be steam cleaned and the rinsate collected. Containers of wastes generated from cleaning the drum containment area will be held until laboratory analysis determines if they are a hazardous waste.

Wall and floor surfaces will be tested for PCBs. Coated surfaces will be wipe-tested; core samples will be collected from untreated concrete surfaces for analysis. If residual contamination is found, the decontamination process will be repeated as necessary. All PCB samples will be analyzed by the EPA-approved laboratory method 8082.

I-1e(5) Closure of Tanks

Oil in the facility's designated PCB-contaminated oil tank will be shipped for disposal to a TSCA facility and then workers will enter each of the tanks so as to decontaminate the tanks and associated piping of any PCBs in accordance with 40 CFR 761.79.

After decontamination of tanks and piping, containment dikes will be triple rinsed with an aqueous solvent in the same manner as the drum containment areas and then wipe sampled for PCBs. Rinsate will be held for analysis before a determination is made on its disposal.

I-1e(6) Closure of Waste Piles

Not applicable; there are no waste piles at this facility.

I-1e(7) Closure of Surface Impoundments

Not applicable; there are no surface impoundments at this facility.

I-1e(8) Closure of Incinerators

Not applicable; there are no incinerators at this facility.

I-1e(9) Closure of Landfills

Not applicable; there are no landfills at this facility.

I-1e(10) Closure of Land Treatment Facility

Not applicable; the facility has no land treatment facilities.

I-1e(11) Closure of Miscellaneous Units

Not applicable; there are no miscellaneous units at this facility.

I-1e(12) Closure of Boilers and Industrial Furnaces

The facility utilizes a single boiler for space heat which would remain in service in the event of facility closure.

I-1e(13) Closure of Containment Buildings

Not applicable; there are no containment buildings at this facility.

I-2 Post Closure Plans

Post closure plans are not required for this facility.

I-3 Notice in Deeds

Hazardous waste will not be disposed of on-site or remain stored on-site after the facility is closed, therefore, no notice to the deed is required.

I-4 Closure Cost Estimate

Closure costs are based on removal and disposal of the maximum hazardous waste inventory allowed by the facility's permit and decontamination of its hazardous waste management units. For planning purposes, where two options for disposal of a waste stream are available, the higher cost is used. Where recycle and reuse is an option for disposal, the recycle and reuse option is used. **Table 2 - Final Closure Cost Estimate** provides a 2023 update to estimated costs for closure of the facility.

Closure costs are revised annually, and whenever changes to the closure plan are made which modify closure costs. A copy of the revised closure estimate will be filed with the State of Vermont ANR. Closure costs are adjusted annually for inflation as required by 40 CFR 264. **Attachment I-1** provides the bond rider for the 2022 closure cost estimate.

Table I2. Final Closure Cost Estimate

WASTE INVENTORY REMOVAL				
<i>Waste</i>	<i>Description</i>	<i>Number Units</i>	<i>Disposal Price</i>	<i>Total Cost</i>
PCB	Landfill PCB-contaminated rags, pads, filters, soil, and solvents (\$75.00 each for solvent incineration), per 55-gallon drum	264	\$ 350	\$92,400
Waste Oil	Tank 3, non-PCB, per gallon	6,000	\$ 0.30	\$1,800
Waste Oil	Tank 4, PCB contaminated oil, per gallon	6,000	\$ 1.50	\$9,000
Waste Oil	Tank 5 (decontaminated, out of service)	-	\$	\$0
TOTAL COST WASTE INVENTORY REMOVAL:				\$103,200
DECONTAMINATION LABOR COSTS				
<i>Description</i>	<i>Number Units</i>	<i>Labor (hours)</i>	<i>Rate (\$)</i>	<i>Total Cost</i>
Tank T3 and T4 Containment Area (0.5 hr per 4 square foot), per hr	1,133	142	\$ 50	\$ 7,083
North Drum Containment Area (0.5 hr per 4 square foot), per hr	992	124	\$ 50	\$ 6,200
South Drum Containment Area (0.5 hr per 4 square foot), per hr	1,420	178	\$ 50	\$ 8,875
Tank T7 and T8 Containment Area (0.5 hr per 4 square foot), per hr	270	34	\$ 50	\$ 1,687
Tank T3 and T4 Decontamination, each	2	-	\$ 3,250	\$ 6,500
PCB Piping Decontamination, per linear foot	2,000	-	\$ 5	\$ 10,000
TOTAL DECONTAMINATION COSTS:				\$ 40,345
DISPOSAL OF WASH SOLUTIONS				
Triple Rinse of 1 PCB Tank, per gallon	2,000	-	\$ 1.25	\$2,500
Triple Rinse of PCB Piping, per gallon	520	-	\$ 1.25	\$650
Containment Area Wash Solution (0.5 gal/sq ft)	1,908	-	\$ 1.25	\$2,334
TOTAL WASH SOLUTION DISPOSAL COSTS:				\$7,984
SOIL DISPOSAL (All activities at the site are indoors. It is not reasonably expected the soils will need remediation)				
Landfill contaminated soil, per 55 gallon drum	0	-	\$ 300	\$0.00
TRANSPORTATION COSTS				
Cost of Transporting Waste to Storage or Disposal Facilities, per load	7	-	2,400	\$16,800
LABORATORY COSTS				
Containment Area Analysis, PCB (total area 4,126 sq ft @ 1 sample/16 sq ft)	238	-	\$ 75	\$17,884
Wash Solution Rinsate Analysis, PCB	4	-	\$ 75	\$300
Soil Analysis (450 sq ft/overhead door x 2 doors @ 1 sample/ 4 sq ft)	225	-	\$ 75	\$16,875
Tank Surface Analysis (8 samples/tank x 3 tanks)	24	-	\$ 75	\$1,800
TOTAL LABORATORY COSTS:				\$36,859
CERTIFICATION COSTS				
Professional Engineer, per hour	80	-	\$ 200	\$16,000
ADMINISTRATIVE COSTS				
15% Administrative Costs				\$ 33,178
15% Contingency Costs				\$ 33,178
TOTAL CLOSURE COSTS:				\$ 287,546

I-5 Financial Assurance Mechanism for Closure

See **Attachment I1** (Bond Rider) and **Attachment I2** (Standby Trust Agreement), and **Attachment I3** (Excess Liability Insurance Binder).

1-5a Performance Bond and Standby Trust for Closure

See **Attachment I-1**, **Attachment I-2**, and **Attachment I-3**.

1-5b Insurance for Liability Coverage

Refer to **Attachment I1**.

Attachment I-1. Bond Rider

CHUBB

WESTCHESTER FIRE INSURANCE COMPANY
436 Walnut Street, Philadelphia, PA 19106

Bond Rider

To be attached to and made a part of Bond Number KO8884344A

On behalf of Green Mountain Power Corporation, as Principal, and executed by
Westchester Fire Insurance Company, as Surety, in favor of
US Environmental Protection Agency
as Oblige.

**In consideration of the mutual agreements herein contained, the
Principal and the Surety hereby consent to the following changes:**

The bond limit has increased to Two Hundred Forty Four Thousand Nine Hundred Forty One
dollars and zero cents (\$244,941.00) -----

This change is to become effective September 28, 2022

**All other terms and conditions of the above said bond shall remain
unchanged.**

Signed, sealed and dated this 28th **day of** September, 2022.

Westchester Fire Insurance Company

By: Peggy A Hunt
Peggy A Hunt **Attorney-in-fact**

(Principal)

By _____

Title: _____

Westchester Fire Insurance Company

Date Generated: 08/19/2022

Continuation Certificate

The company indicated above, hereinafter called the Company as Surety on Bond #K0888433A in the sum of Two hundred Forty Four thousand Nine hundred Forty One dollars & zero cents (\$244,941.00) on behalf of Green Mountain Power Corporation 163 Acorn Ln Colchester, VT 05446, Principal , in favor of US Environmental Protection Agency, Obligee, hereby certifies that this bond is continued in full force and effect from the 28th day of September 2022 to the 28th day of September 2023 , subject to all covenants and conditions of said bond.

This bond has been continued in force upon the express condition that the full extent of the Company's liability under said bond and all continuations thereof for any loss or series of losses occurring during the entire time the Company remains on said bond shall in no event exceed the sum of the bond.

In witness whereof the Company has caused this instrument to be duly signed, sealed and dated as of the day. 19th day of August, 2022

Westchester Fire Insurance Company

Surety

By



Attorney-in-fact

Please mail inquiries to:



Chubb Producer Compensation Practices & Policies

Chubb believes that policyholders should have access to information about Chubb's practices and policies related to the payment of compensation to brokers and independent agents. You can obtain that information by accessing our website at <https://www2.chubb.com/us-en/agents-brokers/chubb-producer-compensation.aspx> or by calling the following toll-free telephone number:

1-866-512-2862.

CHUBB
Power of Attorney

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Peggy A. Hunt of Rutland, Vermont -----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in nature thereof (other than bail bonds), not to exceed Ten Million and 00/100 Dollars (\$ 10,000,000.00), given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 24th day of September, 2019.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this 24th day of September, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316688
Commission Expires July 16, 2024

Katherine J. Adelaar
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 28th day of September, 2022.



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (914) 903-3493 Fax (914) 903-3656 e-mail: surety@chubb.com

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER September 24, 2021.

Attachment I-2. Standby Trust Agreement

Standby Trust Agreement

Trust Agreement, the "Agreement," entered into as of October 1, 2012 by and between Green Mountain Power Corporation, a Vermont Corporation, the "Grantor," and U.S. Bank National Association, a national banking association having an office at 225 Asylum St., Hartford, CT 06103 the "Trustee."

Whereas, the Vermont Agency of Natural Resources ("ANR") has established certain regulations applicable to the Grantor, requiring that an owner or operator of a hazardous waste management facility shall provide assurance that funds will be available when needed for closure and/or post-closure care of the facility,

Whereas, the Grantor has elected to establish a trust to provide all or part of such financial assurance for the facilities identified herein,

Whereas, the Grantor, acting through its duly authorized officers, has selected the Trustee to be the trustee under this agreement, and the Trustee is willing to act as trustee,

Now, Therefore, the Grantor and the Trustee agree as follows:

Section 1. Definitions. As used in this Agreement:

(a) The term "Grantor" means the owner or operator who enters into this Agreement and any successors or assigns of the Grantor.

(b) The term "Trustee" means the Trustee who enters into this Agreement and any successor Trustee.

Section 2. Identification of Facilities and Cost Estimates. This Agreement pertains to the facilities and cost estimates identified on attached Schedule A.

Section 3. Establishment of Fund. The Grantor and the Trustee hereby establish a trust fund, the "Fund," for the benefit of ANR. The Grantor and the Trustee intend that no third party have access to the Fund except as herein provided. The Fund is established initially as consisting of the property, which is acceptable to the Trustee, described in Schedule B attached hereto. Such property and any other property subsequently transferred to the Trustee is referred to as the Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantor, any payments necessary to discharge any liabilities of the Grantor established by ANR.

Section 4. Payment for Closure and Post-Closure Care. The Trustee shall make payments from the Fund as the ANR Secretary shall direct, in writing, to provide for the payment of the costs of closure and/or post-closure care of the facilities covered by this Agreement. The Trustee shall reimburse the Grantor or other persons as specified by the ANR Secretary from the Fund for closure and post-closure expenditures in such amounts as the ANR Secretary shall direct in writing. In addition, the Trustee shall refund to the Grantor such amounts as the ANR Secretary specifies in writing. Upon refund, such funds shall no longer constitute part of the Fund as defined herein.

Section 5. Payments Comprising the Fund. Payments made to the Trustee for the Fund shall consist of cash or securities acceptable to the Trustee.

Section 6. Trustee Management. The Trustee may invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines which the Grantor may communicate in writing to the Trustee from time to time, subject, however, to the provisions of this section. In investing, reinvesting, exchanging, selling, and managing the Fund, the Trustee shall discharge his duties with respect to the trust fund solely in the interest of the beneficiary and with the care, skill, prudence, and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims; *except that:*

- (i) Securities or other obligations of the Grantor, or any other owner or operator of the facilities, or any of their affiliates as defined in the Investment Company Act of 1940, as amended, 15 U.S.C. 80a-2.(a), shall not be acquired or held, unless they are securities or other obligations of the Federal or a State government;
- (ii) The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the Federal or State government; and
- (iii) The Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

Section 7. Commingling and Investment. The Trustee is expressly authorized in its discretion:

- (a) To transfer from time to time any or all of the assets of the Fund to any common, commingled, or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein; and
- (b) To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 U.S.C. 80a-1 et seq., including one which may be created, managed, underwritten, or to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

Section 8. Express Powers of Trustee. Without in any way limiting the powers and discretions conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered:

- (a) To sell, exchange, convey, transfer, or otherwise dispose of any property held by it, by public or private sale. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition;
- (b) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;
- (c) To register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund;

(d) To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the Federal or State government; and

(e) To compromise or otherwise adjust all claims in favor of or against the Fund.

Section 9. Taxes and Expenses. All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee to the extent not paid directly by the Grantor, and all other proper charges and disbursements of the Trustee shall be paid from the Fund.

Section 10. Annual Valuation. The Trustee shall annually, at least 30 days prior to the anniversary date of establishment of the Fund, furnish to the Grantor and to the appropriate ANR Secretary a statement confirming the value of the Trust. Any securities in the Fund shall be valued at market value as of no more than 60 days prior to the anniversary date of establishment of the Fund. The failure of the Grantor to object in writing to the Trustee within 90 days after the statement has been furnished to the Grantor and the ANR Secretary shall constitute a conclusively binding assent by the Grantor, barring the Grantor from asserting any claim or liability against the Trustee with respect to matters disclosed in the statement.

Section 11. Advice of Counsel. The Trustee may from time to time consult with counsel, who may be counsel to the Grantor, with respect to any question arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

Section 12. Trustee Compensation. The Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing from time to time with the Grantor.

Section 13. Successor Trustee. The Trustee may resign or the Grantor may replace the Trustee, but such resignation or replacement shall not be effective until the Grantor has appointed a successor trustee and this successor accepts the appointment. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment, the Trustee shall assign, transfer, and pay over to the successor trustee the funds and properties then constituting the Fund. If for any reason the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall specify the date on which it assumes administration of the trust in a writing sent to the Grantor, the ANR Secretary, and the present Trustee by certified mail 10 days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this Section shall be paid as provided in Section 9.

Section 14. Instructions to the Trustee. All orders, requests, and instructions by the Grantor to the Trustee shall be in writing, signed by such persons as are designated in the attached Exhibit A or such other designees as the Grantor may designate by amendment to Exhibit A. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests, and instructions. All orders, requests, and instructions by the ANR Secretary to the Trustee shall be in writing, signed by the ANR Secretary, or their designees, and the Trustee shall act and shall be fully protected in acting in accordance with such orders, requests, and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the Grantor or ANR hereunder has occurred. The Trustee shall have no duty to act in the absence of

such orders, requests, and instructions from the Grantor and/or ANR, except as provided for herein.

Section 15. Notice of Nonpayment. The Trustee shall notify the Grantor and the ANR Secretary, by certified mail within 10 days following the expiration of the 30-day period after the anniversary of the establishment of the Trust, if no payment is received from the Grantor during that period. After the pay-in period is completed, the Trustee shall not be required to send a notice of nonpayment.

Section 16. Amendment of Agreement. This Agreement may be amended by an instrument in writing executed by the Grantor, the Trustee, and the ANR Secretary, or by the Trustee and the ANR Secretary if the Grantor ceases to exist.

Section 17. Irrevocability and Termination. Subject to the right of the parties to amend this Agreement as provided in Section 16, this Trust shall be irrevocable and shall continue until terminated at the written agreement of the Grantor, the Trustee, and the ANR Secretary, or by the Trustee and the ANR Secretary, if the Grantor ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, shall be delivered to the Grantor.

Section 18. Immunity and Indemnification. The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the Grantor or the ANR Secretary issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor or from the Trust Fund, or both, from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense in the event the Grantor fails to provide such defense.

Section 19. Choice of Law. This Agreement shall be administered, construed, and enforced according to the laws of the State of Vermont.

Section 20. Interpretation. As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement.

In Witness Whereof the parties have caused this Agreement to be executed by their respective officers duly authorized and their corporate seals to be hereunto affixed and attested as of the date first above written: The parties below certify that the wording of this Agreement is identical to the wording specified in 40 CFR 264.151(a)(1) as such regulations were constituted on the date first above written.

Green Mountain Power Corporation:

By: Stephen Costello

Name: Stephen Costello

Title: Vice President, Generation and Energy Innovation

Attest:

Penny J. Geller
Assistant/Corporate Secretary



U.S. Bank National Association:

Name:

Title:

Attest:

Name:

Title:

State of Vermont
County of Rutland

On this 27th day of September, 2012, before me personally came Stephen Costello duly authorized agent for Green Mountain Power Corporation, to me known, who, being by me duly sworn, did depose and say that she/he resides at Rutland Town that she/he is VP of Green Mountain Power Corporation, the corporation described in and which executed the above instrument; that she/he knows the seal of said corporation; that the seal affixed to such instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that she/he signed her/his name thereto by like order.

Henry J. Collins

Notary Public

Schedule A:

Facility: EPA Identification Number: VTD00793961; Green Hill Lane, Rutland, Vermont 05701

Cost Estimate: \$198,887 Closure costs

Schedule B: [Form of] Bond:

Performance Bond

Date bond executed: _____

Effective date: _____

Principal: Green Mountain Power Corporation

U.S. Bank National Association:

Kathy L. Mitchell

Name: **Kathy L. Mitchell**
Title: **Vice President**

Attest:

Susan C. Chadbourne

Name: **Susan C. Chadbourne**
Title: **Vice President**

State of Vermont
County of Rutland

On this ___ day of September, 2012, before me personally came _____ duly authorized agent for Green Mountain Power Corporation, to me known, who, being by me duly sworn, did depose and say that she/he resides at _____ that she/he is _____ of Green Mountain Power Corporation, the corporation described in and which executed the above instrument; that she/he knows the seal of said corporation; that the seal affixed to such instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that she/he signed her/his name thereto by like order.

Notary Public

Schedule A:

Facility: EPA Identification Number: VTD00793961; Green Hill Lane, Rutland, Vermont 05701

Cost Estimate: \$198,887 Closure costs

Schedule B: [Form of] Bond:

Performance Bond

Date bond executed: _____

Effective date: _____

Principal: Green Mountain Power Corporation

Attachment I-3. Excess Liability Insurance Binder



BINDER

October 3, 2012

NAMED INSURED: Noverco, Inc.
ADDRESS: Gaz Metro 1717 Du Havre Street
Montreal, QC H2K 2X3
Canada

Re: Excess Liability Insurance
CLAIMS-FIRST-MADE Policy

Associated Electric & Gas Insurance Services Limited hereby agrees to provide coverage under POLICY No. XL5168201P for the POLICY PERIOD from the 30th day of September, 2012, until the 30th day of September, 2013, both days at 12:01 A.M., Local Time, at the address of the NAMED INSURED.

- 1) Premium [REDACTED]
Terrorism [REDACTED]
Commission C\$0
Continuity Credit [REDACTED]
Policy Premium [REDACTED]
 - 2) RETROACTIVE DATE: The 25th day of March, 1986, at 12:01 A.M. Local Time at the address of the NAMED INSURED.
 - 3) A. Limit of Liability each OCCURRENCE:
 1. C\$35,000,000*
 2. C\$70,000,000 General Aggregate
 - B. JOINT VENTURE Limit of Liability each OCCURRENCE:
Per Limit of Liability Section I.(B)(9)*
 - C. Combined PRODUCTS LIABILITY and COMPLETED OPERATIONS LIABILITY
Aggregate Limit of Liability for the POLICY PERIOD:
C\$35,000,000*
 - D. FAILURE TO SUPPLY LIABILITY Aggregate Limit of Liability for the POLICY PERIOD:
C\$35,000,000*
 - E. POLLUTION LIABILITY Aggregate Limit of Liability for the POLICY PERIOD:
C\$35,000,000
 - F. MEDICAL MALPRACTICE INJURY Limit of Liability each OCCURRENCE:
C\$35,000,000*
 - G. WILD FIRE LIABILITY Aggregate Limit of Liability for the POLICY PERIOD:
C\$35,000,000*
- * Subject to the C\$70,000,000 General Aggregate of the POLICY
- 4) CONDITIONS and EXCLUSIONS: As per specimen AEGIS POLICY form with Endorsements quoted.

1 Meadowlands Plaza East Rutherford, NJ 07073 Telephone 201 508-2600 Facsimile 201 896-6639
AEGIS and the AEGIS Logo are Registered Service Marks of Associated Electric & Gas Insurance Services Limited

8000_BIND11 (07/2011)

BINDER

5) UNDERLYING LIMITS:

- A. See Underlying Limits Schedule.
- B. C\$1,000,000 any one occurrence not covered by underlying insurance.
- C. In the event of any CLAIM (s) arising from any single OCCURRENCE which involve(s) two or more UNDERLYING LIMITS, the UNDERLYING LIMITS shall apply in Combination.

6) Endorsements:

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

- 1. NAMED INSURED ENDORSEMENT (8227) 10/2000
- 2. NUCLEAR ENERGY LIABILITY EXCLUSION (BROAD FORM) (8202) 07/2011
- 3. EMPLOYMENT PRACTICES LIABILITY ENDORSEMENT (8262) 09/2011
- 4. EMPLOYMENT PRACTICES LIABILITY EXCLUSION (8264) 06/2006
- 5. EMERGENCY ASSISTANCE AGREEMENT ENDORSEMENT (8422) 02/2009
- 6. COMMUNITY SERVICE ACTIVITY ENDORSEMENT (8232) 07/2011
- 7. STANDARDS BOARD ACTIVITY ENDORSEMENT (8233) 07/2011
- 8. ENDORSEMENT FOR MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980 (EXCESS) (8241) 01/2009
- 9. ADDITIONAL INSURED ENDORSEMENT (8200) 07/2011
- 10. COVERAGE AMENDMENT (8200) 07/2011
- 11. COVERAGE SPECIFIC ENDORSEMENT (8200) 07/2011
- 12. CANADIAN CURRENCY ENDORSEMENT (8257) 06/2011
- 13. RETROACTIVE DATE ENDORSEMENT (8200) 07/2011
- 14. HAZARDOUS WASTE FACILITY LIABILITY (RCRA) ENDORSEMENT (8243) 06/2006
- 15. REIMBURSEMENT ENDORSEMENT (8226) 07/2011
- 16. UNDERGROUND STORAGE TANK FINANCIAL RESPONSIBILITY ENDORSEMENT (8224) 06/2006
- 17. DESIGNATED ENTITY EXCLUSION (8418) 06/2009
- 18. CANADIAN LAW ENDORSEMENT (8413) 08/2008
- 19. QUEBEC ENGLISH LANGUAGE ENDORSEMENT (8408) 07/2011
- 20. SPECIAL US CURRENCY ENDORSEMENT (8200) 07/2011
- 21. AMENDED ITEM 6B OF THE DECLARATIONS ENDORSEMENT (8200) 07/2011
- 22. PRIMARY INSURANCE ENDORSEMENT (8200) 07/2011
- 23. AMENDED DEFINITION (L) ENDORSEMENT (8295) 07/2011
- 24. AMENDED DEFINITION (L) ENDORSEMENT (8200) 07/2011
- 25. MEMBER WITH VOTING RIGHTS ENDORSEMENT (8402) 07/2011
- 26. TERRORISM LIMITS AND TRIPRA OF 2007 ENDORSEMENT (8409) 07/2011
- 27. SERVICE OF SUIT AMENDMENT (8436) 06/2012

BINDER

7) Membership and Voting Status:

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

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

8) Terrorism Coverage:

TRIPRA of 2007 (U.S. Locations Only)

Terrorism Risk Insurance Program Reauthorization Act of 2007 (TRIPRA) extends the program for seven years. It eliminates the distinction between foreign and domestic acts of terrorism while maintaining the current federal share (85%) and the insurer co-pay (15%) above the insurer's retention. It hardens the cap on all insurers' aggregate liability at \$100 billion. Currently, it does not require insurers to offer coverage for nuclear, biological, chemical and radiological risks (NBCR). In addition, the bill maintains the current program trigger of \$100 million and the mandatory recoupment layer of \$27.5 billion for federal payments, specifying recoupment timeframes. The Act requires that 133% of federal outlays be recovered through policyholder surcharges. Finally, it provides for several studies of insurance availability/affordability for NBCR risks and for terrorism market capacity. AEGIS will continue to provide terrorism coverage for the policyholder as it has since the original bill was enacted in 2002. Further note that any terrorism coverage provided under the POLICY is subject to the C\$70,000,000 General Aggregate of the POLICY.

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

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

THIS BINDER SUPERSEDES ANY PREVIOUSLY ISSUED BINDER.

AEGIS Insurance Services, Inc.



Signature of Authorized Representative

ASSOCIATED ELECTRIC & GAS INSURANCE SERVICES LIMITED

Endorsement No.

Effective date of Endorsement September 30, 2012

Attached to and forming part of POLICY No.

NAMED INSURED Noverco, Inc.

It is understood and agreed that this POLICY is hereby amended as indicated. All other terms and conditions of this POLICY remain unchanged.

HAZARDOUS WASTE FACILITY LIABILITY (RCRA) ENDORSEMENT

1. This Endorsement certifies that the POLICY to which the endorsement is attached provides liability insurance covering BODILY INJURY and PROPERTY DAMAGE in connection with the INSURED'S obligation to demonstrate financial responsibility under 40 CFR 264.147 or 265.147. The coverage applies at the locations identified in Section 3 for sudden and nonsudden accidental OCCURRENCE(S). The limits of liability are C\$2,000,000 each OCCURRENCE/C\$4,000,000 annual aggregate, exclusive of legal defense costs.
2. The insurance afforded with respect to such OCCURRENCE(S) is subject to all of the terms and conditions of the POLICY; provided, however, that any provisions of the POLICY inconsistent with subsections (a) through (e) of this Paragraph 2 are hereby amended to conform with subsections (a) through (e):
 - (a) Bankruptcy or insolvency of the INSURED shall not relieve the Insurer of its obligations under the POLICY to which this endorsement is attached.
 - (b) The Insurer is liable for the payment of amounts within any deductible applicable to the POLICY, with a right of reimbursement by the INSURED for any such payment made by the Insurer. This provision does not apply with respect to that amount of any deductible for which coverage is demonstrated as specified in 40 CFR 264.147 (f) or 265.147 (f).
 - (c) Whenever requested by a Regional Administrator of the U.S. Environmental Protection Agency (EPA), the Insurer agrees to furnish to the Regional Administrator a signed duplicate original of the POLICY and all endorsements.
 - (d) Cancellation of this Endorsement, whether by the Insurer, the INSURED, a parent corporation providing insurance coverage for its subsidiary, or by a firm having an insurable interest in and obtaining liability insurance on behalf of the owner or operator of the hazardous waste management facility, will be effective only upon written notice and only after the expiration of sixty (60) days after a copy of such written notice is received by the Regional Administrator(s) of the EPA Region(s) in which the facility(ies) are located.
 - (e) Any other termination of this Endorsement will be effective only upon written notice and only after the expiration of thirty (30) days after a copy of such written notice is received by the Regional Administrator(s) of the EPA Region(s) in which the facility(ies) is (are) located.

3.	<u>Name Of Covered Location</u>	<u>Address</u>	<u>EPA ID Number</u>
	District Oper. Hdqtrs.	Bradford District Rt. 25BBradford, VT 05033	VTD980510432
	District Oper. Hdqtrs.	Brattleboro District West River RdBrattleboro, VT 05301	VTD980510481
	District Oper. Hdqtrs.	Middlebury District 121 Cady RdMiddlebury, VT 05753	VTR000511568

HAZARDOUS WASTE FACILITY LIABILITY (RCRA) ENDORSEMENT

<u>Name Of Covered Location</u>	<u>Address</u>	<u>EPA ID Number</u>
District Oper. Hdqtrs.	Poultney District York StPoultney, VT 05764	VTD980510366
District Oper. Hdqtrs.	Royalton District Rt 107Royalton, VT 05068	VTR000006189
District Oper. Hdqtrs.	St. Albans District Industrial Park RdSt. Albans, VT 05478	VTR000500371
District Oper. Hdqtrs.	St. Johnsbury District So. Main StSt. Johnsbury, VT 05819	VT5000001115
District Oper. Hdqtrs.	Springfield District 38 Precision DrNo. Springfield, VT 05150	VT5000001214
District Oper. Hdqtrs.	Sunderland . SC South RdSunderland, VT 05252	VT5000001453
District Oper. Hdqtrs.	Wilmington District 107 West Main Street Wilmington, VT 05363	VTR000515890
Generating Station/ Transformer & Substation Maintenance/HW Storage	Electrical Maintenance Facility Green.s Hill LaneRutland, VT 05701	VTD007939614
District Oper. Hdqtrs.and System Operations	Rutland District Post RdRutland, VT 05701	VTD988367355
General Offices	Rutland General Office 77 Grove StRutland, VT 05701	VTD982544371
Generating Station	CVPS Cavendish Station Route 131Cavendish, VT 05412	VTD988367322
Generating Station	CVPS Gage Station Route 5St. Johnsbury, VT 05819	VTD988367348
Generating Station	CVPS Middlebury Station Seymore St Ext.Middlebury, VT 05753	VTD988367330
Generating Station	CVPS Milton Station Ritchie AveMilton, VT 05468	VTD988367314
Green Mountain Power	Colchester, VT	VTD 988366654
Green Mountain Power	Montpelier, VT	VTD 982194698
Green Mountain Power	Wilmington, VT	VTD 982194755
Green Mountain Power	Wilder, VT	VTD 988366662
Green Mountain Power	Vergennes, VT	VTD 988367371
Green Mountain Power	Westminster, VT	VTD 000008318
Green Mountain Power	Bolton, VT	VTD 988375358
Green Mountain Power	Essex Junction, VT	VTD 988367660

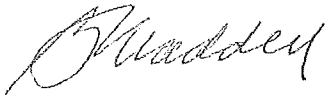
HAZARDOUS WASTE FACILITY LIABILITY (RCRA) ENDORSEMENT

<u>Name Of Covered Location</u>	<u>Address</u>	<u>EPA ID Number</u>
Green Mountain Power	Marshfield, VT	VTR 000013672
Green Mountain Power	Danville, VT	VTR 000013664
Green Mountain Power	South Burlington, VT	VTR 000013706
Green Mountain Power	Colchester, VT	VTR 000013714
Green Mountain Power	Waterbury, VT	VTR 000013698
Green Mountain Power	Berlin, VT	VTR 000013656

Attached to and forming part of POLICY No. issued by Associated Electric & Gas Insurance Services Limited herein called the Insurer of Hamilton Bermuda to Noverco, Inc. this 30th day of September, 2012 . The effective date of said POLICY is the 30th day of September, 2012.

I hereby certify that the wording of this Endorsement is identical of the wording specified in 40 CFR 264.151 (i) as such regulation was constituted on the date first above written and the Insurer is licensed to transact the business of insurance or eligible to provide insurance as an excess or surplus lines insurer in one or more states.

AEGIS Insurance Services, Inc.,
Authorized Representative of:
Associated Electric & Gas Insurance Services Limited
1 Meadowlands Plaza
East Rutherford, New Jersey 07073



Signature of Authorized Representative

ASSOCIATED ELECTRIC & GAS INSURANCE SERVICES LIMITED

Endorsement No.

Effective date of Endorsement September 30, 2012

Attached to and forming part of POLICY No.

NAMED INSURED Noverco, Inc.

It is understood and agreed that this POLICY is hereby amended as indicated. All other terms and conditions of this POLICY remain unchanged.

REIMBURSEMENT ENDORSEMENT

In consideration of the COMPANY having issued Endorsement No. 14 attached to and forming a part of POLICY No. , the INSURED hereby agrees as follows:

The INSURED agrees to promptly indemnify and reimburse the COMPANY all sums the COMPANY is required to pay by reason of the COMPANY'S issuance of Endorsement No. 14 , including, but not limited to, all sums paid by the COMPANY for any act, omission, accident, event, exposure or OCCURRENCE during any extension of the COVERAGE PERIOD by reason of any notice provisions in Endorsement No. 14 . However, the indemnification and reimbursement obligation of the INSURED shall not apply to any sums that would otherwise be payable by the COMPANY under the POLICY in the absence of the issuance of Endorsement No. 14 .

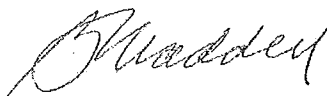
The INSURED shall reimburse the COMPANY for all such sums paid by the COMPANY within ten days of receipt by the INSURED of evidence that such payment has been made by the COMPANY.

It is further understood and agreed that, with respect to Endorsement No. 14 , Condition (N) of the POLICY, DISCOVERY PERIOD, shall not apply to any coverage afforded by Endorsement No. 14 other than that coverage which would otherwise be applicable under the POLICY in the absence of the issuance of Endorsement No. 14 .

As used in this Endorsement, reference to Endorsement No. 14 shall include not only the Endorsement as originally issued, but also any and all subsequent amendments thereto.

This endorsement shall survive the termination of this POLICY.

Signature of Authorized Representative of the NAMED INSURED



Signature of Authorized Representative in the COMPANY

ASSOCIATED ELECTRIC & GAS INSURANCE SERVICES LIMITED

Endorsement No.

Effective date of Endorsement September 30, 2012

Attached to and forming part of POLICY No.

NAMED INSURED Noverco, Inc.

It is understood and agreed that this POLICY is hereby amended as indicated. All other terms and conditions of this POLICY remain unchanged.

UNDERGROUND STORAGE TANK FINANCIAL RESPONSIBILITY ENDORSEMENT

DECLARATIONS

- Item UST1: A. Name of each covered location:
(See Section 3)
- B. Address of each covered location:
(See Section 3)
- Item UST2: Policy Number:
- Item UST3: Period of coverage September 30, 2012 to September 30, 2013
- Item UST4: A. Name of Insurer: Associated Electric & Gas Insurance Services Limited
- B. Address of Insurer: One Church Street, P.O. Box HM2455, Hamilton, HMJX BERMUDA
- Item UST5: A. Name of Insured: Green Mountain Power Corporation
- B. Address of Insured: 163 Acorn Lane
B. Colchester, VT 05446

INSURING AGREEMENT

1. This Endorsement certifies that the POLICY to which the Endorsement is attached provides liability insurance covering the underground storage tank(s) listed in Section 3 to this Endorsement for taking corrective action and/or compensating third parties for BODILY INJURY and PROPERTY DAMAGE caused by accidental release; in accordance with and subject to the limits of liability, exclusions, conditions, and other terms of the POLICY; arising from operating the underground storage tanks identified Section 3.

The limits of liability of the Insurer's liability are:

C\$ each OCCURRENCE; and

C\$ annual aggregate exclusive of legal defense costs, which are subject to a separate limit under the POLICY.

This coverage is provided under POLICY No:

The effective date of said POLICY is September 30, 2012

2. The insurance afforded with respect to such OCCURRENCES is subject to all of the terms and conditions of the POLICY; provided, however, that any provisions inconsistent with subsections (a) through (e) of this Paragraph

Performance Bond

Date bond executed: September 28th, 2012
Effective date: September 28th, 2012

Principal: Green Mountain Power Corporation, 163 Acorn Lane, Colchester, VT 05446,
Type of organization: Corporation
State of incorporation: Vermont
Surety(ies): Westchester Fire Insurance Company, P.O. Box 1000, 436 Walnut Street,
Philadelphia, PA 19106

EPA Identification Number, VTD00793961; Green Mountain Power Corporation, Green Hill Lane, Rutland, Vermont, 05701, and closure and/or post-closure amount(s) for each facility guaranteed by this bond [indicate closure and post-closure amounts separately]: \$198,887.00
Total penal sum of bond: \$--\$200,000.00-----

Surety's bond number: K0888433A

Know All Persons By These Presents, That we, the Principal and Surety(ies) hereto are firmly bound to the U.S. Environmental Protection Agency (hereinafter called EPA), 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(ies) 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 the EPA Regional Administrator's written approval of such assurance, within 90 days after the date notice of cancellation is received by both the Principal and the EPA Regional Administrator(s) from the Surety(ies), then this obligation shall be null and void, otherwise it is to remain in full force and effect.

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

Upon notification by an EPA Regional Administrator 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(ies) 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 EPA Regional Administrator.

Upon notification by an EPA Regional Administrator 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(ies) 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 EPA Regional Administrator.

Upon notification by an EPA Regional Administrator 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 the EPA Regional Administrator(s) during the 90 days following receipt by both the Principal and the EPA Regional Administrator(s) of a notice of cancellation of the bond, the Surety(ies) shall place funds in the amount guaranteed for the facility(ies) into the standby trust fund as directed by the EPA Regional Administrator.

The surety(ies) 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(ies) 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(ies) may cancel the bond by sending notice of cancellation by certified mail to the owner or operator and to the EPA Regional Administrator(s) for the Region(s) in which the facility(ies) is (are) located, 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 the EPA Regional Administrator(s), 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 the EPA Regional Administrator(s) of the EPA Region(s) in which the bonded facility(ies) is (are) located.

Principal and Surety(ies) 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 the EPA Regional Administrator(s).

In Witness Whereof, The Principal and Surety(ies) 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(ies) 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

Green Mountain Power Corporation
163 Acorn Lane, Colchester, VT 05446



Signature, Title [Corporate Seal]

Corporate Surety

Westchester Fire Insurance Company
P.O. Box 1000, 436 Walnut Street
Philadelphia, PA 19106

State of incorporation: Pennsylvania

Liability limit: \$ 10,000,000



Adam Osha, Attorney-in-Fact
[Corporate seal]

Bond premium: \$ 4000.00

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons' written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Adam C Osha, Christine M Slocum, Danielle M Martin, Sandra Delisle, all of the City of RUTLAND, Vermont, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Ten million dollars & zero cents (\$10,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 5 day of April 2011.

WESTCHESTER FIRE INSURANCE COMPANY



Stephen M. Haney
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 5 day of April, AD. 2011 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company, that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KAREN E. BRANDT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires September 28, 2014

Karen E. Brandt
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 28th day of September 2012



William L. Kelly
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER April 05, 2013.

WESTCHESTER FIRE INSURANCE COMPANY

Date: October 23, 2012

Obligee: US Environmental Protection Agency
Mail Stop 3rc00 1650 Arch St
Philadelphia, PA 19103

RE: Bond K0888433A

Rider to be attached to and form a part of Bond Number **K0888433A** on behalf of Green Mountain Power Corporation, (Principal), and in favor of US Environmental Protection Agency, (Obligee), executed by WESTCHESTER FIRE INSURANCE COMPANY (Surety) in the amount of \$Two Hundred Thousand Dollars (\$200,000.00).

The Principal and the Surety hereby consent to changing the said bond as follows:

Obligee: Vermont Agency of Natural Resources
WASTE MANAGEMENT AND PREVENTION DIVISION
DEPARTMENT OF ENVIRONMENTAL CONSERVATION
ONE NATIONAL LIFE DRIVE, MAIN 2
MONTPELIER, VT 05620-3520

This change is effective the 28th day of September, 2012.

Nothing herein contained shall vary, alter or extend any provision or condition of the bond other than as above stated.

Sign, Sealed and dated this 23rd day of October, 2012.

Principal Name


Green Mountain Power Corporation


By: 
(Principal)



Witness or Agent

Westchester Fire Insurance Company

By: 
Adam Osha, Attorney-in-fact
(Surety)


Witness or Agent

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons' written appointment as such attorney-in-fact
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation


FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested

Does hereby nominate, constitute and appoint Adam C Osha, Christine M Slocum, Danielle M Martin, Sandra Delisle, all of the City of RUTLAND, Vermont, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Ten million dollars & zero cents (\$10,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 5 day of April 2011

WESTCHESTER FIRE INSURANCE COMPANY

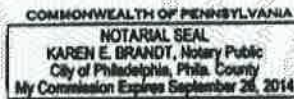



Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 5 day of April, AD. 2011 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company, that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.




Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 23rd of October, 2012




William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER April 05, 2013.