



OID # 09087

David Onuscheck
Assistant General Counsel

October 9, 1991

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Underground Storage Tank Program
Office of Environmental Response
Indiana Department of Environmental Management
105 South Meridian St.
Indianapolis, IN 46225

RECEIVED

OCT 15 1991

IDENT. UCH
UST Section

RE: UST Financial Assurance

To Whom It May Concern:

Please find enclosed a copy of ABB Power T&D Company Inc.'s Insurance Coverage that is in accordance with 40 CFR, Section 280.97. This filing is made on behalf of ABB's Plant located at P.O. Box 2448, 23rd St. and Cowan Road, Muncie, IN 47307-0448.

Please contact me if you have any questions.

Very truly yours,


David Onuscheck

DO/mb

Enclosure

ABB Power T&D Company Inc.

CERTIFICATE OF INSURANCE

PLANET INSURANCE COMPANY
Sun Prairie, Wisconsin

Name of Insured: ABB Power T&D Company Inc.

Address of Insured: 6 Sentry Parkway
 630 Sentry Park
 Blue Bell, PA 19422

Policy Number:
 NTF 2015742

Policy Term: **From:** March 16, 1991 **TO:** March 16, 1992

Insurer: Planet Insurance Company

CERTIFICATION:

1. Planet Insurance Company, identified above, heraby certifies that it has issued liability insurance covering the following underground storage tank(s)

<u>Number of Tanks</u>	<u>Site Number</u>	<u>Site Address</u>
1 - Gasoline	13311 -	200 Newton Bridge Rd Athens, GA 30613
1 - Paint(with lead)	TK-34-W -	500 Westinghouse DR. Jefferson City, MO 65102
1 - Heating Oil	Unavailable -	125 Theobold Ave. Greensburg, PA
1 - Therminol 55	32	- POBox 2448 Muncie, IN 47307-0448
1 - Transformer Oil	9070.1	- 4350 Semple Ave. St. Louis, MO 63120
1 - Transformer Oil	9070.2	- 4350 Semple Ave. St. Louis, MO 63120

(Both non-pcb)
 for taking corrective action and compensating third parties for "bodily injury" and "property damage" caused by "accidental releases" arising from operating the underground storage tank(s) identified above in accordance with and subject to the limits of liability, exclusions, conditions, and other terms of the policy. The limits of liability are \$1,000,000 for "each occurrence" and \$2,000,000 "annual aggregate", exclusive of legal defense costs, which are subject to a separate limit under this policy. This coverage is provided under policy number NTF2015742 issued on March 16, 1991. The effective date of the said policy is March 16, 1991 .

2. The Insurer further certifies the following with respect to the insurance described in Paragraph 1:

(a) Bankruptcy or insolvency of the insured shall not relieve the Insurer of its obligations under the policy to which this certificate applies.

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(b) The insurer is liable for the payment of amounts within any deductible applicable to the policy to the provider of corrective action or a damaged third-party, 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 under another mechanism or combination of mechanisms as specified in 40 CFR 280.94 - 280.102.

(c) Whenever requested by a Director of a regulatory agency, the insurer agrees to furnish a signed duplicate original of the policy and all endorsements.

(d) Cancellation or any other termination of the insurance by the insurer, except for non-payment of premium or misrepresentation by the insured, 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 insured. Cancellation for non-payment of premium or misrepresentation by the insured will be effective only upon written notice and only after expiration of a minimum of 10 days after a copy of such written notice is received by the insured.

(e) The insurance covers claims otherwise covered by the policy that are reported to the insurer within six months of the effective date of cancellation or non-renewal of the policy except where the new or renewal policy has the same retroactive date or a retroactive date earlier than that of the prior policy, and which arise out of any covered occurrence that commenced after the policy retroactive date, if applicable, and prior to such policy renewal or termination date. Claims reported during such extended reporting period are subject to the terms, conditions, limits, including limit of liability and exclusions of the policy.

I hereby certify that the wording of this instrument is identical to the wording in 40 CFR 280.97(b)(2) and that the insurer is eligible to provide insurance as an excess or surplus line insurer in one or more states.


(Authorized Representative)

Name: Paul Murdoch

Title: Assistant Vice President

Address: Planet Insurance Company
4 Penn. Center Plaza, Phila., PA