# VERMONT YANKEE **NUCLEAR POWER CORPORATION**



RD 5, Box 169, Ferry Road, Brattleboro, VT 05301

Dode 271

(802) 257-5271

July 29, 1983

Mr. Ira Dinitz Indemnity Specialist Nuclear Regulatory Commission Washington, DC 20555

Dear Mr. Dinitz:

As required, enclosed you will find two copies each of policy No. M-32 and N-32 as evidence that Nuclear Energy Liability Insurance (Secondary Financial Protection) coverage is in effect for Vermont Yankee.

Sincerely yours,

Debbie Shader

Administrative Assistant to

Vice President Finance & Administration

#### NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL CERTIFICATE. BEARING THE NUMBER DESIGNATED HEREON, FOR INSURANCE COVERAGE UNDER THE MASTER POLICY - NUCLEAR ENERGY LIABILITY INSURANCE (SECONDARY FINANCIAL PROTECTION). NO INSURANCE IS AFFORDED BY THIS COPY.

JOHN CHAIR CHOCK THE VICE PROJECT LIABILITY UNDERWRITING AMERICAN NUCLEAR INSURERS

Certificate No. N-32
Forming Part of Master
Policy No. 1

#### CERTIFICATE OF INSURANCE

DECLARATIONS AND

BOND FOR PAYMENT OF RETROSPECTIVE PREMIUMS

Certificate of Insurance

This is to certify that the persons and organizations designated in Item 1 of the Declarations are named insureds under the Master Policy - Nuclear Energy Liability Insurance (Secondary Financial Protection), herein called the "Master Policy", issued by Nuclear Energy Liability Insurance Association.

Such insurance as is provided by the Master Policy applies, through this certificate, only:

- (a) to the insureds identified in Items 1 and 2 of the Declarations,
- (b) for the certificate period stated in Item 6 of the Declarations,
- (c) to bodily injury or property damage
  - (1) with respect to which the <u>primary financial protection</u>
    described in Item 4 of the Declarations would apply but for
    exhaustion of its limit of liability as described in Condition
    6 of the Master Policy, and
  - (2) which is caused during the <u>certificate</u> period stated in Item 6 of the Declarations by a <u>nuclear incident</u> arising out of or in connection with the nuclear reactor described in Item 3 of the Declarations, and

(3) which is discovered and for which written claim is made against the insured not later than ten years after the end of the certificate period stated in Item 6 of the Declarations. However, with respect to bodily injury or property damage caused by an extraordinary nuclear occurrence this subparagraph (3) shall not operate to bar coverage for bodily injury or property damage which is discovered and for which written claim is made against the insured not later than twenty years after the date of the extraordinary nuclear occurrence.

#### Declarations

Item 1. Named insureds and addresses:

(a) Vermont Yankee Nuclear Power Corporation - 77 Grove Street,

BRATTLEBOCO UT

Rutland, Vermont 05701

(b)

## Item 2. Additional insureds:

Any other person or organization who would be insured under the <a href="mailto:primary financial protection">primary financial protection</a> identified in Item 4 of the Declarations but for exhaustion of the limit of liability of such <a href="primary financial">protection</a>.

- Item 3. Description and location of nuclear reactor: Vermont Yankee Nuclear Power Station located in Vernon, Vermont.
- Item 4. (a) Identification of <u>primary financial protection</u> applicable to the nuclear reactor and limit(s) of liability thereof:

  Nuclear Energy Liability Insurance Association's
  Policy NF- 189 \$108,500,000

  Mutual Atomic Energy Liability Underwriters'
  Policy MF- 56 \$31,500,000

- (b) The following endorsements, attached to the primary financial protection policies listed in Item 4 (a) also apply to the insurance afforded by the Master Policy through this certificate as though they were attached hereto: (1) Waiver of Defenses Endorsement (Extraordinary Nuclear Occurrence) and (2) Supplementary Endorsement - Waiver of Defenses - Reactor Construction at the Facility, (c) The limits of liability provided under the primary financial protection specified in Item 4 (a) above are not shared with
  - any other reactor except as follows:

No Exceptions

- Item 5. Limits of Liability: The amount of retrospective premium actually received by the companies plus the amount of the companies' contingent liability, if any, pursuant to Conditions 2, 3 and 4 of the Master Policy.
- Item 6. Certificate Period: Beginning at 12:01 a.m. on the first day of August, 1977 and continuing to the effective date and time of cancellation or termination of the Master Policy or this certificate, whichever first occurs, eastern standard time.
- Item 7. Maximum retrospective premium (exclusive of allowance for premium taxes) payable pursuant to Condition 2 of the Master Policy with respect to each nuclear incident: \$3,875,000.
- Item 8. Premium payable pursuant to Condition 1 of the Master Policy for the period from August 1, 1977 through December 31 following: \$1,948.35

### BOND FOR PAYMENT OF RETROSPECTIVE PREMIUMS

Know All Men By These Presents, that the undersigned do hereby acknowledge that they are named insureds under the Master Policy described in the above Certificate of Insurance and Declarations. The named insureds do hereby covenant with and are held and are firmly bound to the members of Nuclear Energy Liability Insurance Association subscribing the Master Policy (hereinafter called the "companies") to pay to the companies all retrospective premiums and allowances for premium taxes which shall become due and payable in accordance with the Master Policy, as it may be changed from time to time, with interest on such premiums and allowances for taxes to be computed at the rate provided in the Master Policy from the date payment thereof is specified to be due the companies in written notice to the first named insured as provided in Condition 2 of the Master Policy until paid;

And it is hereby expressly agreed that copies of written notices of retrospective premiums and allowances for premium taxes due and payable or other
evidence of such amounts due and payable sworn to by a duly authorized
representative of the companies shall be prima facie evidence of the fact
and extent of the liability of the named insureds for such amounts;

And it is further expressly agreed that the named insureds will indemnify the companies against any and all liability, losses and expenses of whatsoever kind or nature (including but not limited to interest, court costs, and counsel fees) which the companies may sustain or incur (1) by reason of the failure of the named insureds to comply with the covenants and provisions of this Bond and (2) in enforcing any of the covenants or provisions of this Bond, or any provisions of the Master Policy relating to such covenants or provisions;

For the purpose of recording this agreement, a photocopy acknowledged before a Notary Public to be a true copy hereof shall be regarded as an original.

*	IN WITNESS WHEREOF, the named insured has caused this <u>Certificate</u> , these Declarations and this Bond for Payment of Retrospective Premiums, to be signed and sealed by a duly authorized officer, to be effective August 1, 1977, eastern standard time.
	Attest or Witness Named Insured:
	Vermont Yankee Nuclear Power Corporation  (Named Insured - Type or Print)  By Aut T. Herran (SEAL)  (Signature of Officer)  Vice President Finance & Annihistration  (Type or Print Name & Title of Officer)
	Date: October 18, 1982
	In consideration of the issuance of this <u>Certificate</u> and any extensions of the <u>Certificate</u> period, each of the undersigned agrees with the companies, effective August 1, 1977, that if <u>Vermont Yankee Nuclear Power Corporation</u> does not pay to the companies the retrospective premium, allowance for premium taxes, and interest on such premium and allowance for taxes, when due, the undersigned will pay to the companies at the time such items are due all sums due from <u>Vermont Yankee Nuclear Power Corporation</u> for such items. Each of the under-
	signed subscribes this undertaking severally and not jointly, and is responsible only for the percentage of all such sums due stated next to its name.
	Each of the undersigned shall inform the companies in writing on or before August 15, 1977 whether or not it is required by law to secure the approval of the United States Securities and Exchange Commission of its undertaking herein. The obligations of each of the undersigned required by law to secure such approval are subject to its securing such approval. Those of the undersigned whose obligations are subject to such approval shall promptly and diligently apply for such approval and shall inform the companies in writing on or before September 26, 1977 of the approval or disapproval of their application.
	Attest or Witness  Central Vermont Public Service Corporation 35%  (Name and Percentage - Type or Print)  By Charles (Signature of Officer)  PRESIDENT & CHIEF EXECUTIVE OFFICER  (Type or Print Name & Title of Officer)

Date: May 24, 1983

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Named Insureds:

Green Mountain Power Corporation 20%	
(Named Insured - Type or Print)	
By J. L. Hammer (SEAL)	
(Signature of Officer)	
J. L. HAMMOND, SR. VICE PRESFIRANCE &	
(Type or Print Name & Title of Officer)	
Date: May 31, 1983	
New England Power Company 20%	
(Named Insured - Type or Print)	
By 1. (SEAL)	
(Signature of Officer) (SEAL)	
J. C. Nesbitt, Vice President-Fin	
(Type or Print Name & Title of Officer)	
Date: June 6, 1983	
9.5°	
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connecticut Light a Power Company 6%	
(Named Insured - Type or Print)	
(Named Insured - Type or Print)	
(Named Insured - Type or Print)  By (SEAL	)
(Named Insured - Type or Print)  By (SEAL (Signature of Officer)  E. James Ferland	
(Named Insured - Type or Print)  By (SEAL	
(Named Insured - Type or Print)  By (SEAL (Signature of Officer)  E. James Ferland	
(Named Insured - Type or Print)  By (SEAL (Signature of Officer) E. James Ferland President & Chief Operating Officer	
(Named Insured - Type or Print)  By (SEAL (Signature of Officer)  E. James Ferland  President & Chief Operating Officer)  (Type or Print Name & Title of Officer)	
(Named Insured - Type or Print)  By (SEAL (Signature of Officer)  E. James Ferland  President & Chief Operating Officer)  (Type or Print Name & Title of Officer)	
(Named Insured - Type or Print)  By (SEAL (Signature of Officer)  E. James Ferland  President & Chief Operating Officer  (Type or Print Name & Title of Officer)  Date: June 15, 1983	
(Named Insured - Type or Print)  By (SEAL (Signature of Officer) E. James Ferland President & Chief Operating Officer  (Type or Print Name & Title of Officer)  Date: June 15, 1983  Central Maine Power Company 4%  (Named Insured - Type or Print)	
(Named Insured - Type or Print)  By (SEAL (Signature of Officer)  E. James Ferland President & Chief Operating Officer  (Type or Print Name & Title of Officer)  Date: June 15, 1983  Central Maine Power Company 4%  (Named Insured - Type or Print)  By (SEAL)	
(Named Insured - Type or Print)  By (SEAL (Signature of Officer) E. James Ferland President & Chief Operating Officer  (Type or Print Name & Title of Officer)  Date: June 15, 1983  Central Maine Power Company 4%  (Named Insured - Type or Print)	
(Named Insured - Type or Print)  By (SEAL (Signature of Officer)  E. James Ferland President & Chief Operating Officer  (Type or Print Name & Title of Officer)  Date: June 15, 1983  Central Maine Power Company 4%  (Named Insured - Type or Print)  By (SEAL)  (Signature of Officer)	
(Named Insured - Type or Print)  By (SEAL (Signature of Officer) E. James Ferland President & Chief Operating Officer  (Type or Print Name & Title of Officer)  Date: June 15, 1983  Central Maine Power Company 4%  (Named Insured - Type or Print)  By (SEAL)  (Signature of Officer)  Thomas C. Webb	
(Named Insured - Type or Print)  By (SEAL (Signature of Officer)  E. James Ferland President & Chief Operating Officer  (Type or Print Name & Title of Officer)  Date: June 15, 1983  Central Maine Power Company 4%  (Named Insured - Type or Print)  By (SEAL)  (Signature of Officer)  Thomas C. Webb  Sr. Vice President, Finance	

Page 6 of Certificate No. N-32

Attest or Witness	Named Insureds:
	Western Massachusetts Electric Company 2.5 (Named Insured - Type or Print)
Clerice 7/7/	(SFA') (Signature of Officer) E. James Ferland President & Chief Operating Office
	(Type or Print Name & Title of Officer)  Date: June 15, 1983
	(Named Insured - Type or Print)
	By(SEAL) (Signature of Officer)
	(Type or Print Name & Title of Officer)  Date:
	(Named Insured - Type or Print)
	(SEAL) (Signature of Officer)
	(Type or Print Name & Title of Officer) Date:
	(Named Insured - Type or Print)
	(Signature of Officer) (SEAL)
	(Type or Print Name & Title of Officer)

IN WITNESS WHEREOF, the companies subscribing the Master Policy have caused the Certificate of Insurance and the Declarations to be signed on their behalf by the President of Nuclear Energy Liability Insurance Association to be effective August 1, 1977 eastern standard time, and countersigned below by a duly authorized representative.

Attest or Witness

For the Subscribing Companies of

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

Countersigned by

(Authorized Representative)

#### NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL

C. FE, BEARING THE NUMBER DESIGNATED HEREON, FOR

IF INC. CE COVERAGE UNDER THE MASTER POLICY - NUCLEAR ENERGY

L. GILLTY INSURANCE (SECONDARY FINANCIAL PROTECTION). NO
INSURANCE IS AFFORDED BY THIS COPY.

VICE PRESIDENT-LIABILITY UNDERWRITING
AMERICAN NUCLEAR INSURERS

Certificate No.	N-32
Forming Part of	Master
Policy No. 1	

#### CERTIFICATE OF INSURANCE

DECLARATIONS AND

#### BOND FOR PAYMENT OF RETROSPECTIVE PREMIUMS

Certificate of Insurance

This is to certify that the persons and organizations designated in Item 1 of the Declarations are named insureds under the Master Policy - Nuclear Energy Liability Insurance (Secondary Financial Protection), herein called the "Master Policy", issued by Nuclear Energy Liability Insurance Association.

Such insurance as is provided by the Master Policy applies, through this certificate, only:

- (a) to the insureds identified in Items 1 and 2 of the Declarations,
- (b) for the certificate period stated in Item 6 of the Declarations,
- (c) to bodily injury or property damage
  - (1) with respect to which the <u>primary financial protection</u> described in Item 4 of the Declarations would apply but for exhaustion of its limit of liability as described in Condition 6 of the Master Policy, and
  - (2) which is caused during the <u>certificate</u> period stated in Item 6 of the Declarations by a <u>nuclear incident</u> arising out of or in connection with the nuclear reactor described in Item 3 of the Declarations, and

(3) which is discovered and for which written claim is made against the <u>insured</u> not later than ten years after the end of the <u>certificate</u> period stated in Item 6 of the <u>Declarations</u>. However, with respect to <u>bodily injury</u> or <u>property damage</u> caused by an <u>extraordinary nuclear occurrence</u> this subparagraph (3) shall not operate to bar coverage for <u>bodily injury</u> or <u>property damage</u> which is discovered and for which written claim is made against the <u>insured</u> not later than twenty years after the date of the extraordinary nuclear occurrence.

#### Declarations

(a) Vermont Yankee Nuclear Power Corporation - 77 Grove Street,
Rutland, Vermont 05701

Reattlebox, UT 0530

(b)

Item 2. Additional insureds:

Any other person or organization who would be insured under the <a href="mailto:primary financial protection">primary financial protection</a> identified in Item 4 of the Declarations but for exhaustion of the limit of liability of such <a href="primary financial">protection</a>.

- Item 3. Description and location of nuclear reactor: Vermont Yankee Nuclear Power Station located in Vernon, Vermont.
- Item 4. (a) Identification of <u>primary financial protection</u> applicable to the nuclear reactor and limit(s) of liability thereof:

  Nuclear Energy Liability Insurance Association's
  Policy NF- 189 \$108,500,000

  Mutual Atomic Energy Liability Underwriters'
  Policy MF- 56 \$31,500,000

(b) The following endorsements, attached to the primary financial protection policies listed in Item 4 (a) also apply to the insurance afforded by the Master Policy through this certificate as though they were attached hereto: (1) Waiver of Defenses Endorsement (Extraordinary Nuclear Occurrence) and (2) Supplementary Endorsement - Waiver of Defenses - Reactor Construction at the Facility, The limits of liability provided under the primary financial protection specified in Item 4 (a) above are not shared with any other reactor except as follows: No Exceptions Item 5. Limits of Liability: The amount of retrospective premium actually received by the companies plus the amount of the companies' contingent liability, if any, pursuant to Conditions 2, 3 and 4 of the Master Policy. Item 6. Certificate Period: Beginning at 12:01 a.m. on the first day of August, 1977 and continuing to the effective date and time of cancellation or termination of the Master Policy or this certificate, whichever first occurs, eastern standard time. Item 7. Maximum retrospective premium (exclusive of allowance for premium taxes) payable pursuant to Condition 2 of the Master Policy with respect to each nuclear incident: \$3,875,000. Item 8. Premium payable pursuant to Condition 1 of the Master Policy for the period from August 1, 1977 through December 31 following: \$1,948.35 Page 3 of Certificate No. N-32

#### BOND FOR PAYMENT OF RETROSPECTIVE PREMIUMS

Know All Men By These Presents, that the undersigned do hereby acknowledge that they are named insureds under the Master Policy described in the above Certificate of Insurance and Declarations. The named insureds do hereby covenant with and are held and are firmly bound to the members of Nuclear Energy Liability Insurance Association subscribing the Master Policy (hereinafter called the "companies") to pay to the companies all retrospective premiums and allowances for premium taxes which shall become due and payable in accordance with the Master Policy, as it may be changed from time to time, with interest on such premiums and allowances for taxes to be computed at the rate provided in the Master Policy from the date payment thereof is specified to be due the companies in written notice to the first named insured as provided in Condition 2 of the Master Policy until paid;

And it is hereby expressly agreed that copies of written notices of retrospective premiums and allowances for premium taxes due and payable or other evidence of such amounts due and payable sworn to by a duly authorized representative of the companies shall be prima facie evidence of the fact and extent of the liability of the named insureds for such amounts;

And it is further expressly agreed that the named insureds will indemnify the companies against any and all liability, losses and expenses of whatsoever kind or nature (including but not limited to interest, court costs, and counsel fees) which the companies may sustain or incur (1) by reason of the failure of the named insureds to comply with the covenants and provisions of this Bond and (2) in enforcing any of the covenants or provisions of this Bond, or any provisions of the Master Policy relating to such covenants or provisions;

For the purpose of recording this agreement, a photocopy acknowledged before a Notary Public to be a true copy hereof shall be regarded as an original.

Attest or Witness

Named Insured:

Vermont Yankee Nuclear Power Corporation

(Named Insured - Type or Print)

By

(Signature of Officer)

Vice President. Finance & Administration

(Type or Print Name & Title of Officer)

Date:

October 18, 1982

In consideration of the issuance of this Certificate and any extensions of the Certificate period, each of the undersigned agrees with the companies, effective August 1, 1977, that if Vermont Yankee Nuclear Power Corporation

IN WITNESS WHEREOF, the named insured has caused this Certificate, these Declarations

does not pay to the companies the retrospective premium, allowance for premium taxes, and interest on such premium and allowance for taxes, when due, the undersigned will pay to the companies at the time such items are due all sums due from Vermont Yankee Nuclear Power Corporation for such items. Each of the undersigned subscribes this undertaking severally and not jointly, and is responsible only for the percentage of all such sums due stated next to its name.

Each of the undersigned shall inform the companies in writing on or before August 15, 1977 whether or not it is required by law to secure the approval of the United States Securities and Exchange Commission of its undertaking herein. The obligations of each of the undersigned required by law to secure such approval are subject to its securing such approval. Those of the undersigned whose obligations are subject to such approval shall promptly and diligently apply for such approval and shall inform the companies in writing on or before September 26, 1977 of the approval or disapproval of their application.

Attest or Witness	Central Vermont Public Service Corporation 35%  (Name and Percentage - Type or Print)
Eilen M. Kenis	By Ames E. Criffin Arseal  (Signature of Officer)  James C. Griffin,
	(Type or Print Name & Title of Officer)

Olmand

Named Insureds:

Green Mountain Power Corporation 20%
(Named Insured - Type or Print)
2 921
By J. L. Hammer (SEAL)
(Signature of Officer)
J. L. HAMMOND, SR. VICE PRESFINANCE &
(Type or Print Name & Title of Officer)
Date: May 31, 1983
New England Power Company 20%
(Named Insured - Type or Print)
By I. CARRETT. (SEAL)
(Signature of Officer) (SEAL)
J. C. Nesbitt, Vice Fresident-Fin
(Type or Print Name & Title of Officer)
Date: June 6, 1983
9.50
Connecticut Light & Power Company 6%
Connecticut Light & Power Company 6%  (Named Insured - Type or Print)
Connecticut Light & Power Company  (Named Insured - Type or Print)  By (SEAL
Connecticut Light & Power Company  (Named Insured - Type or Print)  By  (SEAL  (Signature of Officer)  E. James Ferland
Connecticut Light & Power Company  (Named Insured - Type or Print)  By  (Signature of Officer)  E. James Ferland  President & Chief Operating Officer
Connecticut Light & Power Company  (Named Insured - Type or Print)  By  (SEAL  (Signature of Officer)  E. James Ferland
Connecticut Light & Power Company  (Named Insured - Type or Print)  By  (Signature of Officer)  E. James Ferland  President & Chief Operating Officer
Connecticut Light & Power Company 6%  (Named Insured - Type or Print)  By (SEAL (Signature of Officer)  E. James Ferland  President & Chief Operating Officer)  (Type or Print Name & Title of Officer)
Connecticut Light & Power Company  (Named Insured - Type or Print)  By  (SEAL  (Signature of Officer)  E. James Ferland  President & Chief Operating Officer  (Type or Print Name & Title of Officer)  Date: June 15, 1983
Connecticut Light & Power Company  (Named Insured - Type or Print)  By  (SEAL  (Signature of Officer)  E. James Ferland  President & Chief Operating Officer  (Type or Print Name & Title of Officer)  Date: June 15, 1983  Central Maine Power Company  (Named Insured - Type or Print)
Connecticut Light & Power Company  (Named Insured - Type or Print)  By  (SEAL  (Signature of Officer)  E. James Ferland  President & Chief Operating Officer  (Type or Print Name & Title of Officer)  Date: June 15, 1983  Central Maine Power Company  (Named Insured - Type or Print)  By  (SEAL)
Connecticut Light & Power Company  (Named Insured - Type or Print)  By  (Signature of Officer)  E. James Ferland  President & Chief Operating Officer  (Type or Print Name & Fitle of Officer)  Date: June 15, 1983  Central Maine Power Company  (Named Insured - Type or Print)  By  (SEAL)  (Signature of Officer)
Connecticut Light & Power Company  (Named Insured - Type or Print)  By  (SEAL  (Signature of Officer)  E. James Ferland  President & Chief Operating Officer  (Type or Print Name & Title of Officer)  Date: June 15, 1983  Central Maine Power Company  (Named Insured - Type or Print)  By  (SEAL)  (Signature of Officer)  Thomas C. Webb
Connecticut Light & Power Company  (Named Insured - Type or Print)  By  (Signature of Officer)  E. James Ferland  President & Chief Operating Officer  (Type or Print Name & Fitle of Officer)  Date: June 15, 1983  Central Maine Power Company  (Named Insured - Type or Print)  By  (SEAL)  (Signature of Officer)

Page<sup>6</sup> of Certificate No.N-32

Attest or Witness	Named Insureds:
	Western Massachusetts Electric Company 2.  (Named Insured - Type or Print)
Clerus Oyl	By The (SFA'L)
	(Signature of Officer)  E. James Ferland  President & Chief Operating Office
	(Type or Print Name & Title of Officer)
	Date: June 15, 1983
	(Named Insured - Type or Print)
	By(SEAL)
	(Signature of Officer)
	(Type or Print Name & Title of Officer)
	Date:
	(Named Insured - Type or Print)
	By(SEAL)
	(Signature of Officer)
	(Type or Print Name & Title of Officer)
	Date:
	(Named Insured - Type or Print)
	By (SEAL)
	(Signature of Officer)
	(Type or Print Name & Title of Officer)
	Date:

IN WITNESS WHEREOF, the companies subscribing the Master Policy have caused the Certificate of Insurance and the Declarations to be signed on their behalf by the President of Nuclear Energy Liability Insurance Association to be effective August 1, 1977 eastern standard time, and countersigned below by a duly authorized representative.

Attest or Witness

For the Subscribing Companies of

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

Burt C. Proom, President

Countersigned by

(Authorized Representative)