0004

American Electric Power Service Corporation
Fuel Supply Department
One Memorial Drive
P.O. Box 700
Lancaster OH 43130-0700
614 687 1440

Copy PAM & Aaron

AEP
FUEL SUPPLY

RECEIVED
AUG 27 1991
DIVISION OF
OIL GAS & MINING

Lowell P. Braxton
Associate Director
State Of Utah
Department Of Natural Resources
Division of Oil, Gas & Mining
355 West North Temple
3 Triad Center, Suite 350
Salt Lake City, UT 84180-1203

August 23, 1991

Re: Certificate of Insurance - Blackhawk Coal Company
Willow Creek Mine Site - INA/007/002 - Folder ~~#2~~ #5
Carbon County, Utah

Copy
Original in fireproof file

Dear Mr. Braxton:

Reference is made to your letter to me under date of August 8, 1991, (copy attached).

I hope the documents listed below, and the information furnished with this letter, will be sufficient to satisfy the subject regulations. Every effort possible has been expended.

Attachment A - Copy of Commercial General Liability Declarations page showing American Electric Power Company, Inc., ETAL, as the named insured; insurer being Acceleration National Insurance Company. Policy period being from 07/01/91 to 07/01/92. Policy No. AEP 608 82 CM. $1,000,000 limit of liability, (first layer).

Attachment B - Copy of Endorsement #8 to the above referenced policy, indicating the named insured (American Electric Power Company, Inc.) is responsible for handling all claims, suits and losses under this policy (AEP 608 82 CM) and is authorized to engage qualified independent claims servicing organizations and/or legal counsel.

Attachment C - Copy of Endorsement #26 - Special State Requirements. This endorsement states, quote "Any and all provisions of this policy which are in conflict with the Statutes of the State wherein this policy is applicable are understood, declared, and acknowledged by this Company to be amended to conform to such

Statutes". This endorsement clearly indicates the first dollar coverage or first provider as you know it, is basically in place in conformity to Utah's regulations.

Attachment D - Acord Certificate of Insurance issued 08/21/91 by Corroon & Black of Ohio, Inc. or behalf of American Electric Power Company, Inc.; the Certificate Holder's address has been corrected to read:

Utah Division of Oil, Gas & Mining
355 West North Temple
3 Triad Center, Suite 350
Salt Lake City, UT 84114

The attachment to the above Acord Certificate supplies your office with the remaining information you requested in your August 8, 1991, letter.

The official name of the mine and the mine number as furnished by our Environmental Engineering Department is:

Blackhawk Coal Company
Willow Creek Mine Site
Permit No. UT-007/002

Please contact me if your office has any further questions.

Cordially yours,

Craig E. Cramer

Craig E. Cramer
Manager - Land, Risk & Insurance

mkw

Attachments

cc: J. L. Reynolds, III
R. C. Nowicki
J. G. Belviso
D. W. Payne

Norman H. Bangerter
Governor
Dee C. Hansen
Executive Director
Dianne R. Nielson, Ph.D.
Division Director

DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING

355 West North Temple
3 Triad Center, Suite 350
Salt Lake City, Utah 84180-1203
801-538-5340

Received
POD - Legal
8/14/91
AEPSC

RECEIVED
AUG 13 1991
Land Risk & Insurance
COAL
AEPSC
LANCASTER

August 8, 1991

Mr. Craig E. Cramer
Manager - Land, Risk & Insurance
Columbus Southern Power Company
P.O. Box 700
Lancaster, OH 43130-0700

Dear Mr. Cramer:

Re: Certificate of Insurance, Blackhawk Coal Company, Willow Creek Mine Site, INA/007/002, Folder #2, Carbon County, Utah

Your response to the Division's request for a revised certificate of insurance was received on July 12, 1991. We recognize the difficulty you may have in updating this form and appreciate the information you have provided thus far. However, it appears that the information we have does not completely satisfy the requirements of the regulations. Please refer to the Utah Coal Mining Regulations R614-301-890.100 through R614-301-890.400 enclosed.

With respect to "first provider" insurance, your statement that "...the insurer is obligated to honor claims and then seek reimbursement from us" would seem to satisfy the Division's requirements. This indemnity agreement between AEP and the insurer must be submitted to the Division showing that first dollar coverage is essentially in place.

Under the cancellation section of the form there must be a firm commitment to notify the Division of any change in the insurance. The form must be amended to state: "Should any of the above-described policies be changed and/or canceled before the expiration date thereof, the issuing company will mail (certified) 45 days written notice to the Certificate Holder named to the left."

The certificate you mailed to us does not have the correct address for the Division. The Certificate Holder must be :

Utah Division of Oil, Gas and Mining
355 West North Temple
3 Triad Center, Suite 350
Salt Lake City, Utah 84180-1203

Other items that still need to be addressed in the Certificate of Insurance include:

a) Information on "claims made."
b) Damage due to explosives.
c) Identification of the mine and mine permit number.

Please refer to the June 17, 1991 letter addressed to Mr. J. E. Katlic for further instruction with regard to these items.

In summary the Certificate of Insurance presently on file with the Division is inadequate. Further information must be supplied to the Division which satisfies the regulations within 30 days or enforcement action may be considered.

If you have any questions please call me or Daron Haddock.

Sincerely,

Lowell P. Braxton

Lowell P. Braxton
Associate Director

cc: D. Haddock
Document: BTEAM\CERTOFIN.AEP
CC: J. Belviso, Blackhawak Coal Co.

R614-301-800. BONDING AND INSURANCE

890. Terms and Conditions for Liability Insurance.

890.100. The Division will require the applicant to submit as part of its permit application a certificate issued by an insurance company authorized to do business in Utah certifying that the applicant has a public liability insurance policy in force for the coal mining and reclamation activities for which the permit is sought. Such policy will provide for personal injury and property damage protection in an amount adequate to compensate any persons injured or property damaged as a result of the coal mining and reclamation operations, including the use of explosives and who are entitled to compensation under the applicable provisions of state law. Minimum insurance coverage for bodily injury and property damage will be $300,000 for each occurrence and $500,000 aggregate.

890.200. The policy will be maintained in full force during the life of the permit or any renewal thereof, including the liability period necessary to complete all reclamation operations under this chapter.

890.300. The policy will include a rider requiring that the insurer notify the Division whenever substantive changes are made in the policy including any termination or failure to renew.

890.400. The Division may accept from the applicant, in lieu of a certificate for a public liability insurance policy, satisfactory evidence from the applicant that it satisfies applicable state self-insurance requirements approved as part of the State Program and the requirements of R614-301-890.100 through R614-301-890.300.

ACCELERATION NATIONAL INSURANCE COMPANY
DUBLIN, OHIO
COMMERCIAL GENERAL LIABILITY DECLARATIONS

NAMED INSURED and Address (No. & Street, City, County, State, Zip Code)

AMERICAN ELECTRIC POWER COMPANY, INC., ETAL
(SEE ENDORSEMENT #1)
1 RIVERSIDE PLAZA, COLUMBUS, OH. 43216-6631

Policy Period
From 7/1/91 to 7/1/92 at
12:01 A.M. standard time at your mailing address shown above.

Policy No. AEP 608 82 CM

The Named Insured is:
☐ Individual ☐ Partnership ☒ Corporation
☐ Other (specify)

Business of Named Insured

UTILITY

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE

GENERAL AGGREGATE LIMIT (Other Than Products - Completed Operations)	$ 1,000,000	
PRODUCTS COMPLETED OPERATIONS AGGREGATE LIMIT	$ 1,000,000	
PERSONAL & ADVERTISING INJURY LIMIT	$ 1,000,000	
EACH OCCURRENCE LIMIT	$ 1,000,000	
FIRE DAMAGE LIMIT	$ 50,000	ANY ONE FIRE
MEDICAL EXPENSE LIMIT	$ -0-	ANY ONE PERSON

RETROACTIVE DATE (CG 00 02 only)

Coverage A of this insurance does not apply to "bodily injury" or "property damage" which occurs before the Retroactive Date, if any, shown below.

Retroactive Date: 07/01/90

(Enter Date or "None" if no Retroactive Date applies.)

Form of Business:

☐ Individual ☐ Partnership
☐ Joint Venture ☐ Organization (Other than Partnership or Joint Venture)

Business Description: UTILITY

Location of All Premises You Own, Rent or Occupy:

SEE ENDORSEMENT # 14

CLASSIFICATION	CODE NO.	PREMIUM BASIS	RATE	ADVANCE PREMIUM
			PR/CO	ALL OTHER
			$	$
		TOTAL		

Premium shown is payable: $ 20,000 FLAT CHARGE at inception.

ENDORSEMENTS ATTACHED TO THIS POLICY: IL 00 21 11 85 - Broad Form Nuclear Exclusion

AGENT OR BROKER
ADDRESS

COUNTERSIGNED BY Steven A. Carpenter
DATE

CORROON & BLACK OF OHIO, INC.
655 METRO PLACE SOUTH, SUITE 600
P. O. BOX 7157
DUBLIN, OH 43017

ATTACHMENT A

COMMERCIAL GENERAL LIABILITY INSURANCE

GENERAL AMENDMENTS
CLAIMS & SUITS & LOSSES

It is agreed that the Named Insured is responsible for handling all claims, suits and losses under this policy and is authorized to engage qualified independent claims servicing organizations and/or legal counsel.

It is further agreed that the following amendments to policy provisions affected by the aforementioned are hereby made as follows:

1. **Right and Duty to Defend:**

   Under Coverages A & B, the following wording is substituted:

   1. **Insuring Agreement**

      a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS -- COVERAGES "A" AND "B". This insurance does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" which occurred before the Retroactive Date, if any, shown in the Declarations or which occurs after the policy period. The "bodily injury", "property damage", "personal injury" or "advertising injury" must be caused by an "occurrence". The "occurrence" must take place is the "coverage territory". But:

         (1) The amount we will pay for damages is limited as described in SECTION III -- LIMITS OF INSURANCE.

ACCELERATION NATIONAL INSURANCE COMPANY
DUBLIN, OHIO
A STOCK COMPANY

ENDORSEMENT # 26

SPECIAL STATE REQUIREMENTS

Any and all provisions of this policy which are in conflict with the **Statutes** of the **State** wherein this policy is applicable are understood, declared, and acknowledged by this **Company** to be amended to conform to such **Statutes**.

ACORD. CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY): 08/21/91

PRODUCER

CORROON & BLACK OF OHIO, INC.
655 METRO PLACE SOUTH
P. O. BOX 7157
DUBLIN, OH 43017

614-766-8900

INSURED

AMERICAN ELECTRIC POWER COMPANY, INC.
1 RIVERSIDE PLAZA 0159
P. O. BOX 16631
COLUMBUS, OH 43216-6631
INCL: BLACKHAWK COAL CO.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

COMPANIES AFFORDING COVERAGE

COMPANY LETTER A: ACCELERATION NATIONAL INSURANCE CO.

COMPANY LETTER B:

COMPANY LETTER C:

COMPANY LETTER D:

COMPANY LETTER E:

OHIO — — — IMPORTANT NOTICE

We are required by State Law to include the following statement on all claim forms, certificates of insurance, and applications for group or individual insurance.

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of Insurance Fraud.

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS
	GENERAL LIABILITY				
A	X COMMERCIAL GENERAL LIABILITY	AEP 60882-CM	7/1/91	7/1/92	GENERAL AGGREGATE $ 1,000
	X CLAIMS MADE OCCUR.				PRODUCTS-COMP/OPS AGGREGATE $ 1,000
	OWNER'S & CONTRACTOR'S PROT.				PERSONAL & ADVERTISING INJURY $ 1,000
					EACH OCCURRENCE $ 1,000
					FIRE DAMAGE (Any one fire) $ 50
					MEDICAL EXPENSE (Any one person) $ 0
	AUTOMOBILE LIABILITY				
A	X ANY AUTO	BAP24680	7/1/91	7/1/92	COMBINED SINGLE LIMIT $ 1,000
	ALL OWNED AUTOS				BODILY INJURY (Per person) $
	SCHEDULED AUTOS				
	HIRED AUTOS				BODILY INJURY (Per accident) $
	NON-OWNED AUTOS				
	GARAGE LIABILITY				PROPERTY DAMAGE $
	EXCESS LIABILITY				EACH OCCURRENCE $ AGGREGATE $
	OTHER THAN UMBRELLA FORM				
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY
					$ (EACH ACCIDENT)
					$ (DISEASE—POLICY LIMIT)
					$ (DISEASE—EACH EMPLOYEE)
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

SEE ATTACHMENT

CERTIFICATE HOLDER

UTAH DIVISION OF OIL
GAS & MINING
355 WEST NORTH TEMPLE
3 TRIAD CENTER, SUITE 350
SALT LAKE CITY, UT 84114

~~CANCELLATION~~

~~SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ATTEMPT TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE: Patrick M. Milligan

©ACORD CORPORATION 1989

ATTACHMENT D

ATTACHMENT

1) Willow Creek Permit No. UT-007/002.

2) Includes use of explosives.

3) Any and all provisions of this policy which are in conflict with the Statutes of the State wherein this policy is applicable are understood, declared, and acknowledged by this company to be amended to conform to such statutes.

A) Acceleration Policy AEP 60882-CM, form CG00020286, effective 7/1/90-91.

B) Current retroactive date is 7/1/90. All policies prior to 7/1/90 on an occurrence basis.

C) No tail coverage purchase as there have been no lapses or changes in coverage.

D) Any claim occurring after 7/1/90 will be covered by the policy in effect when the claim is filed. Policy allows for an automatic extended reporting period for occurrences of 60 days after termination of coverage. Claims arising from such an occurrence are covered for 5 years after notification.