

HAZARDOUS WASTE FACILITY PERMIT

**In compliance with the provisions of the Vermont Waste Management Act, as amended,
(10 V.S.A. Chapter 159)**

**Green Mountain Power
296 Greens Hill Lane
Rutland, Vermont 05701**

EPA ID No: VTD007939614

**is authorized to operate a hazardous waste storage facility and to perform certain
corrective actions at the above location in accordance with the conditions and requirements
set forth in this permit.**

This permit shall become effective on the date of signing.

Signed this 25th day of September, 2013

**David K. Mears, Commissioner
Department of Environmental Conservation**



George Desch, Director

**Waste Management & Prevention Division
Department of Environmental Conservation
1 National Life Drive, Davis 1
Montpelier, VT 05620-3704**

HAZARDOUS WASTE PERMIT INDEX

<u>Section</u>	<u>Page(s)</u>		<u>Condition Nos.</u>
	<i>1-2</i>	FINDINGS of FACT	
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	<i>2-15</i>	CONDITIONS	
1	<i>2-3</i>	General Conditions.....	1.1 - 1.13
2	<i>4</i>	Duration, Modification and Renewal of Permit.....	2.1 - 2.6
3	<i>4-5</i>	Compliance and Enforcement.....	3.1 - 3.6
4	<i>5-9</i>	Duties of the Permit Holder.....	4.1 - 4.17
5	<i>9-10</i>	Facility Design and Operation.....	5.1 - 5.19
6	<i>11-12</i>	Reporting Requirements.....	6.1 - 6.10
7	<i>12-13</i>	Waste Transport.....	7.1 - 7.4
8	<i>13</i>	Personnel Training.....	8.1 - 8.3
9	<i>13-14</i>	Facility Closure.....	9.1 - 9.6
10	<i>14-15</i>	Financial Requirements.....	10.1 - 10.7
11	<i>15</i>	Corrective Action.....	11.1 - 11.3
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**State of Vermont
Agency of Natural Resources**

HAZARDOUS WASTE FACILITY PERMIT

**10 V.S.A. Chapter 159
Vermont Hazardous Waste Management Regulations § 7-504**

Applicant: Green Mountain Power
77 Grove Street
Rutland, Vermont 05701

EPA ID No: VTD007939614

Facility: Green Mountain Power
296 Greens Hill Lane
Rutland, Vermont 05701

Permit Period: Ten (10) years from date of signing

FINDINGS OF FACT

1. The Green Mountain Power Corporation (hereafter called GMP) is an electric utility that serves customers throughout Vermont. To serve its customers efficiently, GMP has a network of operating districts throughout its service territory as well as several power production plants. GMP owns and operates a hazardous waste storage facility (hereafter called "GMP facility" or "facility") located at 296 Greens Hill Lane in Rutland, Vermont so that hazardous wastes generated in remote locations, such as district substations, can be transported to a central location for storage prior to being shipped for further management. A description and drawings of the GMP facility are provided in Appendices A and B of this permit.
2. Maintenance operations conducted at electric utilities in the service territory and plants which sustain GMP's electrical distribution system often result in the generation of federal and state hazardous wastes. GMP has service agreements to perform electrical equipment and line maintenance services with its affiliate, the Vermont Electric Power Company (VELCO). Pursuant to those service agreements, GMP stores VELCO hazardous wastes. In addition, GMP stores Universal Waste, Used Oil, and TSCA waste generated from the repair and disposal of VELCO electrical equipment.

On October 1, 2012, GMP and Central Vermont Public Service (CVPS) merged to become Green Mountain Power Corporation. The GMP facility located at Greens Hill Lane in Rutland was previously owned and operated by CVPS and was first issued a hazardous waste facility permit on February 5, 1988. That permit was renewed on May 4, 1994, expired on May 4, 1999, but was extended in full force and effect pursuant to § 7-504(h) of

- the Vermont Hazardous Waste Management Regulations (VHWMR). The CVPS facility was issued subsequent renewal permits on November 19, 2002, and November 19, 2007. Through GMP's submittal of a timely and administratively complete renewal application on May 16, 2012, the permit issued on November 19, 2007, was continued in full force and effect pursuant to the VHWMR § 7-504(h).
3. This permit governs the management and storage of hazardous waste pursuant to 10 V.S.A. Chapter 159 and the VHWMR, non-hazardous waste and waste that is exempted or conditionally exempt from regulation under the VHWMR at the GMP facility.
 4. GMP uses a portion of the facility to operate a waste storage area for hazardous wastes which include: broken batteries; gasoline; solvents; painting-related materials; dirt and debris contaminated with oils from servicing vehicles and electrical equipment, or resulting from spills and leaks from electrical equipment; and PCB-contaminated media and debris. Exempt Universal Waste, Used Oil, and TSCA waste (refer to **Appendix A** of this permit) may also be stored in this area.
 5. GMP has submitted information determined by the Agency to be equivalent to a RCRA Facility Assessment (RFA) and RCRA Facility Investigation (RFI). This information is included in the administrative record for the GMP facility within the Waste Management & Prevention Division's Hazardous Waste Program's permit files for VTD007939614, and describes whether any releases or likely releases have occurred in the history of the facility. Any required corrective action at this facility is identified in Section 11 of this permit.
 6. In response to contamination observed by GMP at the site in August 2012, GMP installed five on-site monitoring wells on June 21, 2013. Laboratory test results for groundwater samples taken from those monitoring wells on June 21, 2013, and July 30, 2013, showed no evidence of groundwater contamination above the Vermont Groundwater Enforcement Standard.
 7. Based on this information (RFA, RFI and 2013 site investigation) that there is no known release of hazardous constituents to the environment at the GMP facility, and in accordance with 40 CFR Part 264 Subparts F and S, no corrective action, as referenced in Section 11 of this permit, is necessary at this time.

CONDITIONS

Section 1: General Conditions

- 1.1 For the purposes of this permit, the terms used herein shall have the same meaning as those in the VHWMR and 40 CFR Parts 124, 264, 266, 268 and 270, unless this permit specifically states otherwise. Where terms are not defined in the VHWMR, 40 CFR, or the permit, the meaning associated with such terms shall be defined by a standard dictionary reference or the generally accepted scientific or industrial meaning of the term.

- 1.2 As used in this permit, the term “permit” has the same meaning as “certification” as used in the VHWMR and 10 VSA § 6606.
- 1.3 As used in this permit, the term “Director” means: Division Director - Waste Management & Prevention Division, Department of Environmental Conservation, Vermont Agency of Natural Resources or his or her duly authorized representative.
- 1.4 As used in this permit, the term “waste” means hazardous waste, non-hazardous waste and waste that is exempted or conditionally exempted from regulation under the VHWMR.
- 1.5 “Secretary” means the Secretary of the Vermont Agency of Natural Resources or his or her duly authorized representative.
- 1.6 “RCRA” means Resource Conservation and Recovery Act (RCRA) of 1976, (42 USC § 6901 et seq.).
- 1.7 GMP shall maintain compliance with the VHWMR as amended. GMP shall modify this permit in accordance with **Condition 2.5** if an amendment to the VHWMR results in conflict between the permit and the amended VHWMR.
- 1.8 The provisions of this permit are severable, and if any provision of this permit, or the application of any provision of this permit to any circumstance is held invalid, such a determination shall not have any effect on the validity of the remainder of the permit, or on the application of the provision to other circumstances.
- 1.9 The permit does not convey any property rights of any sort, or any exclusive privilege.
- 1.10 This permit is not transferable to any person except after notice to the Secretary. The Secretary may require modification, or revocation and reissuance of the permit to change the name of the permittee and incorporate such other requirements as may be necessary under **40 CFR § 270.40**.
- 1.11 GMP shall comply with all applicable statutes, rules, and regulations of any federal, state, or local authority as may be amended. This permit shall not be a shield to the continued conformance to regulatory requirements.
- 1.12 The Secretary may require GMP to establish and maintain an information repository at any time, based on the factors set forth in **40 § CFR 124.33(b)**. The information repository will be governed by the provisions in **40 CFR §§ 124.33(c) through (f)**.
- 1.13 All waste received by the GMP facility, including any hazardous waste, non-hazardous waste and waste that is exempt or conditionally exempt from regulation under the VHWMR, shall be managed according to the terms of this permit, as renewed and modified.

Section 2: Duration, Modification and Renewal of Permit

- 2.1 This permit shall be effective for 10 years from the date of signing.
- 2.2 If GMP wishes to continue an activity regulated by this permit after the expiration date of this permit, GMP must apply for and obtain a new permit.
- 2.3 If GMP wishes to continue an activity regulated by this permit after the expiration date of this permit, GMP shall submit a new application at least 180 days before the expiration date of this permit, unless permission for a later date has been granted by the Secretary.
- 2.4 This permit and all conditions will remain in effect beyond the permit's expiration date, if GMP has submitted a timely, administratively complete application for a renewed permit, and, through no fault of GMP, the Secretary has not issued a new permit. Permits continued under this section remain fully effective and enforceable.
- 2.5 If any of the causes for modification found in **VHWMR §7-507(e)** apply, GMP shall seek a permit modification prior to making physical alterations or operational changes. Class I modifications for which prior approval is not required under **40 CFR § 270.42** may be implemented without prior notice or approval by the Secretary if notice of the modification is submitted to the Director within seven (7) calendar days after the change is put into effect.
- 2.6 This permit may be modified, revoked and reissued, or terminated for cause. The filing of a request by GMP for a permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance, does not stay any permit condition.

Section 3: Compliance and Enforcement

- 3.1 GMP shall allow the Secretary, upon the presentation of credentials and other documents as may be required by law to:
 - (a) Enter at reasonable times upon the GMP facility premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this permit;
 - (b) Have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit;
 - (c) Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this permit; and
 - (d) Sample or monitor at reasonable times, for the purposes of assuring permit compliance or as otherwise authorized by RCRA, any substances or parameters at any location.

- 3.2 GMP shall give advance notice to the Director of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements. GMP may not treat, store, or dispose of hazardous waste in any modified portion of the facility except as provided in **40 CFR § 270.42**, until:
- (a) GMP has submitted to the Director by certified mail or hand delivery a letter signed by GMP and a registered professional engineer stating that the facility has been constructed or modified in compliance with the permit; and
 - (b) (i) The Director has inspected the modified or newly constructed facility and finds it is in compliance with the conditions of the permit; or
 - (ii) Within 15 days of the date of submission of the letter in paragraph (a) of this condition, GMP has not received notice from the Director of his or her intent to inspect, prior inspection is waived and GMP may commence treatment, storage, or disposal of hazardous waste.
- 3.3 Notwithstanding any other provisions of this permit, enforcement actions may be brought pursuant to **10 V.S.A. Chapters 159, 201, and 211**.
- 3.4 It shall not be a defense for GMP in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.
- 3.5 Compliance with the terms of this permit does not constitute a defense to any order issued or any action brought under 10 V.S.A. Chapters 159, 201, or 211, or Sections 3008(a), 3008(h), 3013, or 7003 of the Resource Conservation and Recovery Act (RCRA) of 1976, (42 USC 6901 et seq.) or § 106(a), 104 or 107 of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980 (42 U.S.C. 9601 et seq.), or any other law providing for protection of public health or the environment.
- 3.6 In the event that the land on which the facility is located is transferred to a new owner, any actions or inactions of the new land owner, or refusal by the new land owner to provide access to GMP or the Secretary, shall not be a defense for GMP for any non-compliance with this permit or the VHWMR.

Section 4: Duties of the Permit Holder

- 4.1 GMP must comply with all conditions of this permit, except that GMP need not comply with the conditions of this permit to the extent and for the duration such noncompliance is authorized in an emergency permit. Any permit noncompliance, except under the terms of an emergency permit, constitutes a violation of the appropriate Act and is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or for denial of a permit renewal application.

- 4.2 In the event of noncompliance with the permit, GMP shall take all reasonable steps to minimize releases to the environment, and shall carry out such measures as are reasonable to prevent significant adverse impacts on human health or the environment.
- 4.3 GMP shall furnish to the Secretary, within a reasonable time, any relevant information which the Secretary may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with this permit. GMP shall also furnish to the Secretary, upon request, copies of records required to be kept by this permit.
- 4.4 GMP shall give notice to the Director as soon as possible of any planned physical alterations or additions to the permitted facility.
- 4.5 The Contingency Plan contained in **Appendix G** of this permit shall be reviewed and, if necessary amended in accordance with **Condition 2.5** of this permit, whenever:
- (a) This permit is amended;
 - (b) The plan is implemented;
 - (c) The facility changes (in its design, construction, operation, maintenance or other circumstances) in a way that materially increases the potential for fires, explosions, or the release of a hazardous waste or its constituents, or changes the response to an emergency;
 - (d) The list of emergency coordinators changes; or
 - (e) The list of emergency equipment changes.
- 4.6 GMP shall submit a copy of the Contingency Plan, and all amendments of that plan, to the local police department, fire department, hospital(s) and any other state or local emergency service provider(s) that may be called upon in the event of an emergency. A record of transmittal of the Contingency Plan to each service provider named above shall be maintained at the facility.
- 4.7 GMP shall attempt to maintain emergency service arrangements with the state and local authorities specified in **Condition 4.6**. If any of these authorities decline to enter into such an arrangement, GMP must document this refusal in the facility operating record.
- 4.8 GMP shall retain copies of all reports required by the terms and conditions of this permit and records of all data used to complete its permit application for at least three (3) years from the date of the report or the submission of the application. This retention period and other retention periods required by the terms and conditions of this permit shall be automatically extended during the pendency of any unresolved enforcement action involving GMP.
- 4.9 GMP shall maintain a written operating record, either at the facility or at an alternative location approved by the Secretary, which includes all applicable requirements of **40 CFR § 264.73** and any additional requirements listed below. The following information shall be maintained, as it becomes available, in the operating record until facility closure is completed in accordance with **Section 9** of this permit.

- (a) A description and the quantity of each hazardous waste received at the facility and the method(s) and date(s) of its receipt, treatment or storage;
- (b) A current inventory of each hazardous waste within the facility and the quantity at each location. This information must include cross-references to specific manifest document numbers, if the waste is accompanied by a manifest;
- (c) Records and results of any waste screening or analysis performed (**Appendix C** of this permit);
- (d) The contingency plan and all amendments, and a notation of the time, date and details of any incident that requires implementation of the Contingency Plan (**Appendix G** of this permit);
- (e) Records and results of inspections (except these data need be kept only 3 years);
- (f) Monitoring, testing or analytical data and corrective action where required by 40 CFR § 264.191, § 264.193, § 264.195 and § 264.1064;
- (g) Notices to generators as specified in **40 CFR § 264.12(b)** (notice of appropriate permits and waste acceptance);
- (h) The closure plan, the initial closure cost estimate, and all subsequent closure cost estimates prepared under **Conditions 9.2 and 9.3**;
- (i) Plans submitted in accordance with 10 V.S.A., § 6629 (Toxic Use Reduction and Hazardous Waste Reduction Plan);
- (j) Records demonstrating that storage of hazardous waste at the facility were necessary for a period beyond one year for the purpose of accumulating such quantities of hazardous waste necessary to facilitate proper recovery, treatment or disposal. These records shall be required beginning when storage has been for a period of one year;
- (k) A record of refusal by any state and local authority as stated under **Condition 4.7** of this section, who declines to enter into an arrangement to provide emergency services to the facility; and
- (l) A copy of the current information provided to state and local authorities and first responders for the purpose of emergency preparedness and prevention pursuant to **Condition 4.18**.

4.10 GMP shall maintain the following personnel documents and records at the facility:

- (a) A listing of the job title for each position at the facility related to hazardous waste management and the name of the employee filling that position;
- (b) A written job description for each position listed above which includes the requisite skill, education, or other qualification, and duties of employees assigned to the position;
- (c) A written description of the employee training required for each position listed in **Appendix H** of this permit; and
- (d) Records verifying that the employee training program contained in **Appendix H** of this permit has been presented to, and completed by, appropriate facility personnel.

4.11 Training records on current personnel shall be kept until facility closure is completed in accordance with **Section 9** of this permit. Training records on former employees shall be kept for at least three (3) years from the date the employee last worked at the facility. Personnel training records may accompany personnel transferred within the company.

- 4.12 GMP shall follow the waste analysis plan contained in **Appendix C** of this permit.
- 4.13 All sampling, monitoring, and/or analysis performed in relation to activities covered by this permit shall be performed according to the appropriate method specified in the edition of “Test Methods for Evaluating Solid Waste, SW-846, Standard Methods of Wastewater Analysis”, or an equivalent method, such as those developed by the American Society for Testing and Materials (ASTM) incorporated in the VHWMR by reference or approved by EPA through rulemaking or by the Secretary in writing. If other methods are to be used, GMP shall receive approval from the Secretary prior to utilizing the methods. The Secretary may reject any data that does not meet the requirements of EPA analytical methods and may require re-sampling and additional analysis.
- 4.14 GMP shall document the name(s), address(es), and telephone number(s) of any consultant(s) and/or laboratory(ies) retained by GMP to perform sampling, monitoring, and/or analysis required by the Waste Analysis Plan contained in **Appendix C** of this permit.
- 4.15 GMP shall retain records of all monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, copies of all reports required by this permit, the certification required by **40 CFR § 264.73(b)(9)**, and records of all data used to complete the application for this permit, for a period of at least 3 years from the date of the sample, measurement, report, certification, or application. This period may be extended by request of the Secretary at any time. GMP shall maintain records from all ground-water monitoring wells and associated ground-water surface elevations, for the active life of the facility, and for disposal facilities for the post-closure care period as well.

Records for monitoring information shall include:

- (a) The date, exact place, and time of sampling or measurements;
 - (b) The individual(s) who performed the sampling or measurements;
 - (c) The date(s) analyses were performed;
 - (d) The individual(s) who performed the analyses;
 - (e) The analytical techniques or methods used; and
 - (f) The results of such analyses.
- 4.16 GMP shall submit to the Director, upon request, the results of all sampling and/or tests or other data generated pursuant to **Section 11** (Corrective Action) of this permit.
- 4.17 GMP shall provide written information regarding waste quantities, types, and locations at the facility, to state and local authorities (including SERCs and LEPCs) and first responders for the purpose of emergency preparedness and prevention, and place a copy of this

information in the facility's operating record. Such information shall be updated as necessary, and the updates shall be provided to state and local authorities and first responders. The written information shall also describe the layout of the facility, locations where personnel normally work, and entrances and possible evacuation routes.

Section 5: Facility Design and Operation

- 5.1 GMP shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by GMP to achieve compliance with the conditions of this permit. Proper operation and maintenance includes effective performance, adequate funding, adequate operator staffing and training, and adequate laboratory and process controls, including appropriate quality assurance procedures. This provision requires the operation of back-up or auxiliary facilities or similar systems only when necessary to achieve compliance with the conditions of the permit.
- 5.2 GMP shall design, maintain and operate the facility in a manner which minimizes the possibility of a fire, explosion, or any unplanned, sudden or non-sudden release of a hazardous waste or hazardous waste constituents to air, soil, surface waters or groundwater which could threaten human health or the environment. At a minimum, GMP shall maintain and operate the facility in accordance with the preparedness and prevention procedures contained in **Appendix F** of this permit.
- 5.3 GMP shall immediately carry out the provisions of the Contingency Plan contained in **Appendix G** of this permit whenever there is a fire, explosion, or release of hazardous waste or hazardous waste constituents which could threaten human health or the environment.
- 5.4 Spills, leaks, drips and other discharges which occur as a result of the storage, loading, transfer, or other handling of waste shall be immediately cleaned up in accordance with the procedures in the Contingency Plan contained in **Appendix G** of this permit. Any spill debris generated from such events shall be managed in accordance with this permit and the VHWMR.
- 5.5 GMP shall inspect the facility for malfunctions and deterioration, operator errors, and discharges which may be causing, or may lead to, release of hazardous waste constituents to the environment, or a threat to human health. GMP shall conduct these inspections often enough to identify problems in time to correct them before they harm human health or the environment. At a minimum, GMP shall follow the facility inspection schedules contained in **Appendix F** of this permit.
- 5.6 GMP shall remedy any deterioration or malfunction of equipment or structures which the inspection reveals on a schedule which ensures that the problem does not lead to an environmental or human health hazard. Where a hazard is imminent or has already occurred, remedial action shall be taken immediately in accordance with the Contingency Plan contained in **Appendix G** of this permit.

- 5.7 Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity.
- 5.8 All monitoring equipment required by this permit shall be properly installed, used and maintained and the appropriate monitoring methods used.
- 5.9 Hazardous waste treatment, storage, or disposal activities other than those specified in this permit are prohibited.
- 5.10 GMP may receive from off-site, store, treat and/or transfer for treatment and/or disposal only those hazardous wastes specified in **Appendix A** of this permit.
- 5.11 GMP shall store, treat and/or transfer for disposal waste only in those areas specified in **Appendix D** of this permit.
- 5.12 The maximum quantity of waste that may be stored in the facility at any time is 264 fifty-five (55)-gallon drums or its equivalent.
- 5.13 GMP shall maintain aisle space between rows of containerized wastes stored at the facility that is sufficient to allow the unobstructed movement of personnel, fire protection equipment, spill control equipment and decontamination equipment. In no circumstance shall the aisle space be less than 24 inches wide.
- 5.14 GMP shall stack containerized wastes no greater than two high. When containers are stacked, the containers on the second tier must be palletized (e.g., placed on a pallet and secure).
- 5.15 GMP shall manage all containerized and bulk liquid waste stored at the facility in accordance with the procedures contained in **Appendix D** of this permit.
- 5.16 GMP shall maintain at the facility the equipment identified listed **Appendix G** of this permit.
- 5.17 GMP shall prevent the unknowing entry of, and minimize the possibility for unauthorized entry of, persons or livestock onto any portion of the facility. GMP shall maintain security devices and warning signs in accordance with the Security Plan contained in **Appendix F** of this permit.
- 5.18 Any work plans developed for the purposes of closure, post-closure, or corrective action shall be approved by the Secretary prior to implementation.
- 5.19 All hazardous wastes accepted by the GMP shall be shipped to a designated facility within one year, unless it can be demonstrated that insufficient quantities exist to facilitate proper recovery, treatment or disposal. Records demonstrating the storage of hazardous waste at the facility that was necessary for a period beyond one year shall be recorded in the written facility operating record pursuant to **Condition 4.9(j)**.

Section 6: Reporting Requirements

- 6.1 All applications, reports, or information submitted to the Director shall be signed and certified in accordance with **VHWMR § 7-108**.
- 6.2 All reports, notifications, and submissions required by this permit shall be sent by certified mail with shipment tracking and receipt documentation, or given to:

*Division Director, Waste Management & Prevention Division
Vermont Agency of Natural Resources
1 National Life Drive – Davis 1
Montpelier, Vermont 05620-3704*

- 6.3 Monitoring results shall be reported at the intervals specified elsewhere in this permit.
- 6.4 Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule of this permit shall be submitted no later than 14 days following each schedule date.
- 6.5 Reporting noncompliance:
- (a) GMP shall orally report any noncompliance which may endanger health or the environment immediately upon discovery of the noncompliance, including:
 - (i) Information concerning release of any hazardous waste that may cause an endangerment to public drinking water supplies.
 - (ii) Any information of a release or discharge of hazardous waste or of a fire or explosion at the facility, which could threaten the environment or human health outside the facility.
 - (b) The description of the occurrence and its cause shall include:
 - (i) Name, address, and telephone number of the owner or operator;
 - (ii) Name, address, and telephone number of the facility;
 - (iii) Date, time, and type of incident;
 - (iv) Name and quantity of material(s) involved;
 - (v) The extent of injuries, if any;
 - (vi) An assessment of actual or potential hazards to the environment and human health outside the facility, where this is applicable; and

- (vii) Estimated quantity and disposition of recovered material that resulted from the incident.
 - (c) A written submission shall also be provided within five (5) days of the time GMP becomes aware of the circumstances. The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance including exact dates and times, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance. The Secretary may waive the five day written notice requirement in favor of a written report within fifteen days.
- 6.6 If a significant discrepancy in a manifest is discovered, GMP must attempt to reconcile the discrepancy. If not resolved within fifteen days, GMP must submit a letter report, including a copy of the manifest, to the Director. (See **VHWMR § 7-704 (g)**)
- 6.7 An unmanifested waste report must be submitted to the Director within 15 days of receipt of unmanifested waste. (See **VHWMR § 7-704 (h)**)
- 6.8 A biennial report must be submitted by March 1st, or an alternative date specified by the Secretary, of each even numbered year covering facility activities during the previous odd numbered calendar year. The biennial report shall be submitted electronically in file and data formats compatible with the BRState software or other software that the EPA and Secretary use to process biennial report data.
- 6.9 GMP shall report all instances of noncompliance not reported under **Conditions 6.3, 6.4, and 6.5** of this permit, at the time monitoring reports are submitted. The reports shall contain the information listed in **Condition 6.5** of this permit.
- 6.10 Where GMP becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to the Director, it shall promptly submit such facts or information.

Section 7: Waste Transport

- 7.1 GMP shall comply with the manifest requirements of VHWMR Subchapter 7.
- 7.2 Any hazardous waste removed from the facility shall be transported by a Vermont-permitted hazardous waste transporter, in accordance with 10 V.S.A. § 6607a and the VHWMR, to a designated facility.
- 7.3 GMP shall not accept any shipment of hazardous waste which is not accompanied by a manifest, unless the waste is both generated and delivered by a conditionally exempt generator who is exempt from the manifest requirements pursuant to **VHWMR Section 7-306(c)(3)**.

- 7.4 GMP shall notify the Director and the EPA Region I RCRA Import/Export Coordinator, in writing, at least four weeks in advance of the date GMP expects to receive hazardous waste from a non-U.S. source, as required by **40 CFR § 264.12(a)** and **VHWMR § 7-706**. Notice of subsequent shipments of the same waste from the same foreign source in the same calendar year is not required.

Section 8: Personnel Training

- 8.1 All facility personnel involved in the handling of hazardous waste shall successfully complete a program of classroom instruction or on-the-job training that prepares them to perform their hazardous waste management duties. This introductory training shall be conducted in accordance with the Training Plan contained in **Appendix H** of this permit.
- 8.2 All facility personnel shall complete their introductory training within six (6) months after the date of their employment at the facility. An employee may not work in an unsupervised position until completing the introductory training program.
- 8.3 All facility personnel involved in the handling of hazardous waste shall take part in an annual training program which includes a review of the introductory training program. This annual training shall be conducted in accordance with the Training Plan contained in **Appendix H** of this permit.

Section 9: Facility Closure

- 9.1 GMP shall close the facility in a manner that eliminates threats to human health or the environment due to the post-closure escape of a hazardous waste or its constituents, directly or through leachate or surface run-off, or the escape of waste decomposition products to the ground or surface waters or ambient air. At a minimum, closure shall be conducted in accordance with the Closure Plan contained in **Appendix I** of this permit. The Closure Plan shall be amended whenever changes in operations or facility design affect the plan or when there is a change in the expected year of closure.
- 9.2 GMP shall maintain a written estimate of the cost of closing the facility and shall amend that estimate pursuant to **Condition 9.3** and whenever there is an amendment to the existing Closure Plan contained in **Appendix I** of this permit. Any amended closure cost estimate shall be equal to the cost of closing the facility at the point in the facility's operating life when the extent and manner of its operation would make closure the most expensive, as indicated in the Closure Plan.
- 9.3 GMP shall annually update the closure cost estimate for inflation according to applicable requirements of **40 CFR 264.142(b)**. The initial closure cost estimate, and all subsequent closure cost estimates shall be recorded in the written facility operating record pursuant to **Condition 4.9(h)**.

- 9.4 GMP shall notify the Director in writing of its intent to close the facility at least six (6) months prior to the date on which it expects to begin final closure.
- 9.5 Within three (3) months after receiving the final volume of hazardous waste, GMP shall remove all waste from the facility in accordance with the Closure Plan contained in **Appendix I** of this permit. Within six (6) months after receiving the final volume of waste at the facility, GMP shall complete all closure activities in accordance with the Closure Plan.
- 9.6 Facility closure shall not be considered to have been completed until:
- (a) GMP and an independent Vermont-licensed professional engineer have provided the Director written certification that the closure has been completed in accordance with the provisions of the Closure Plan;
 - (b) The Secretary has inspected the facility; and
 - (c) The Secretary has given written approval of the closure.

Section 10: Financial Requirements

- 10.1 GMP shall maintain liability coverage for claims arising from sudden accidental occurrences, which occur as a result of the operations of the facility, that cause injury to persons and property in an amount of at least one million dollars (\$1,000,000) per occurrence with an annual aggregate of at least two million dollars (\$2,000,000) until closure of the facility has been completed. This liability coverage must be equivalent to the coverage held by GMP at the time of issuance of this permit, as evidenced by the documents included in **Appendix I** of this permit.
- 10.2 GMP shall demonstrate liability coverage for claims arising from sudden accidental occurrences in the amount of at least \$1 million per occurrence, with an annual aggregate of at least \$2 million, exclusive of legal defense costs. This liability coverage shall be demonstrated using one of the financial assurance instruments specified in **40 CFR 264.147(a)**. Documentation of proof of insurance shall be included in **Appendix I** of this permit.
- 10.3 GMP shall establish financial assurance as required by **40 CFR 264.143**. Financial assurance shall be in at least the amount required by **Conditions 9.2 and 9.3** of this permit.
- 10.4 GMP shall maintain financial assurance for closure of the facility until closure has been certified in accordance with **40 CFR 264.115** and the Director approves the release of the financial instrument in accordance with **40 CFR 241.143(i)**.
- 10.5 Any changes in the financial assurance mechanism shall be approved by the Secretary.
- 10.6 GMP shall notify the Director by certified mail of the commencement of any voluntary or involuntary proceeding under the United States Bankruptcy Code (Title 11, U.S. Code), naming the owner or operator as debtor, within 10 days after commencement of the proceeding.

- 10.7 In the event of the bankruptcy of or suspension of issuing authority of the trust fund trustee or trustee institution issuing any surety bond, letter of credit or insurance policy required by this permit, GMP shall establish other financial assurance or liability coverage within 60 days after the event and in accordance with **Condition 10.5** of this permit.

Section 11: Corrective Action

- 11.1 If GMP determines that hazardous waste or hazardous materials have been released to the environment at the facility or that there is a likelihood of a release of hazardous waste or hazardous materials to the environment, then GMP shall immediately notify the Director of any such release, and comply with the applicable requirements of **VHWMR § 7-105 and 40 CFR Part 264 Subparts F and S**.
- 11.2 In the event of a release at the facility, GMP shall report the release to the Director and conduct an assessment of the release in accordance with **VHWMR § 7-105**. Information submitted must be sufficient to determine whether further investigation, monitoring or remediation is necessary.
- 11.3 Corrective action may be required beyond the facility's boundary if the Secretary determines that it is necessary to protect human health and the environment.

APPENDICES

APPENDIX A: General Information Requirements

APPENDIX B: Facility Description

APPENDIX C: Waste Analysis Plan

APPENDIX D: Process Information

APPENDIX E: Groundwater Monitoring

APPENDIX F: Procedures to Prevent Hazards

APPENDIX G: Contingency Plan

APPENDIX H: Personnel Training

APPENDIX I: Closure

APPENDIX A: GENERAL INFORMATION REQUIRMENTS

ATTACHMENTS:

1. ATTACHMENT A1 (Topographic Map)

APPENDIX A (GENERAL INFORMATION REQUIREMENTS) to GMP's Hazardous Waste Storage Facility Certification

A-1 Brief Description of Nature of Business and Activities Requiring a Permit:

Green Mountain Power (GMP) is an electric utility that serves its customers in 12 of Vermont's 14 counties. To serve its customers efficiently, the Company has a network of 13 operating districts throughout its service territory plus several power production plants. Maintenance operations conducted in these operating districts and plants sustain GMP's electrical distribution system and often result in the generation of federal and state hazardous wastes. GMP needs a permitted TSDF so that wastes generated in remote locations, including substations, can be transported to a central facility for storage prior to being shipped for disposal.

A-2 Name, Mailing Address, and Location of Facility:

GMP Electrical Maintenance Facility

Green Mountain Power
45 Union Street
Rutland, Vermont 05701

Location: 296 Greens Hill Lane, Rutland, Vermont 05701
Latitude: North 43 degrees 36.17 minutes
Longitude: West 72 degrees 52.54 minutes

A-3 SIC code: 4911

A-4 Operators Name, Address, Telephone Number, and Status:

Green Mountain Power
163 Acorn Lane
Colchester, VT 05446
Telephone 802 747-5707
Status: Privately Owned

Owner's Name, Address, Telephone Number, and Status:

Green Mountain Power
163 Acorn Lane
Colchester, VT 05446
Telephone 802 747-5707
Status: Privately Owned

A-5 New or Existing Facility:

This is an existing facility submitting a revised application for renewal. Its previous application was signed on 19 November 2007. No part of this facility is located on Indian Lands. The facility received its initial hazardous waste storage facility permit on 5 February 1988 and was given approval to commence operations on 24 May 1990. Construction of the facility as an addition to an existing building took place in 1989 and 1990. A topographic map of the site is provided as ATTACHMENT A1 (Topographic Map).

A-6 Description of Processes Used for Treating, Storing, and Disposing of Hazardous Waste:

This facility stores hazardous waste in drums and boxes, and nonhazardous waste in tanks and Intermediate Bulk Container (IBC) totes. No treatment or disposal is conducted on site. Design capacity is discussed in detail in APPENDIX D (PROCESS INFORMATION).

APPENDIX A (GENERAL INFORMATION REQUIREMENTS) to GMP's Hazardous Waste Storage Facility Certification

A-7 Specification of Waste Stored:

Wastes stored at the facility fall into the following categories: federal and state hazardous waste, universal waste, used oil, PCB wastes, and state wastes that have either a general or recycle exemption. Specifications are generally outlined in the matrix below. Additional information concerning waste classifications is also found in APPENDIX C (WASTE ANALYSIS PLAN).

Specifications of Wastes Stored:

Waste Type	Process Generating the Waste	Possible Waste Codes	Process Code	Unit of Measure for Design Capacity and Estimated Annual Units	Facility Design Capacity	Estimated Annual Number of Units
Gasoline	Automotive servicing and UST maintenance	D001, D018	S01 (storage in containers)	55 gallon drum	note 1	2
Metal Cutting Fluid	Metal cutting for the fabrication of parts and equipment	VT03	S01	5 gallon drum	264* * total all wastes combined	3
Oil-contaminated media (rags, filters, soil, spill cleanup debris)	Vehicle and electrical equipment maintenance	VT02	S01	55 gallon drum	264* * total all wastes combined	165
PCB contaminated media	Electrical equipment maintenance and spill cleanup	VT01	S01	55 gallon drum	264* * total all wastes combined	70
Solvent	Cleaning and painting equipment	D001, D018, D035, F001, F003, F005	S01	55 gallon drum	264* * total all wastes combined	6
Solvent	Cold parts washing	VT02	S01	55 gallon drum	264* * total all wastes combined	6
Glycol antifreeze	Automotive servicing, spills	VT08	S01	55-gallon drum	264* * total all wastes combined	6
Lead-based paint chips and leaded material	Building maintenance and equipment retirement	D008	S01	55-gallon drum	264* * total all wastes combined	5
Mercury-based contaminated media	Small spill cleanup	D009	S01	5 gallon drum	264* * total all wastes combined	1

Note 1: Containment capacity of the drum storage area limits liquid-filled drums to 48. BOCA codes limit flammable liquids to: one drum of Class I-A, two drums of Class I-B, and three drums of Class I-C flammable liquids and four drums of Class II combustible liquids.

APPENDIX A (GENERAL INFORMATION REQUIREMENTS) to GMP's Hazardous Waste Storage Facility Certification

Specification of Typical Universal Waste Stored at the Facility:

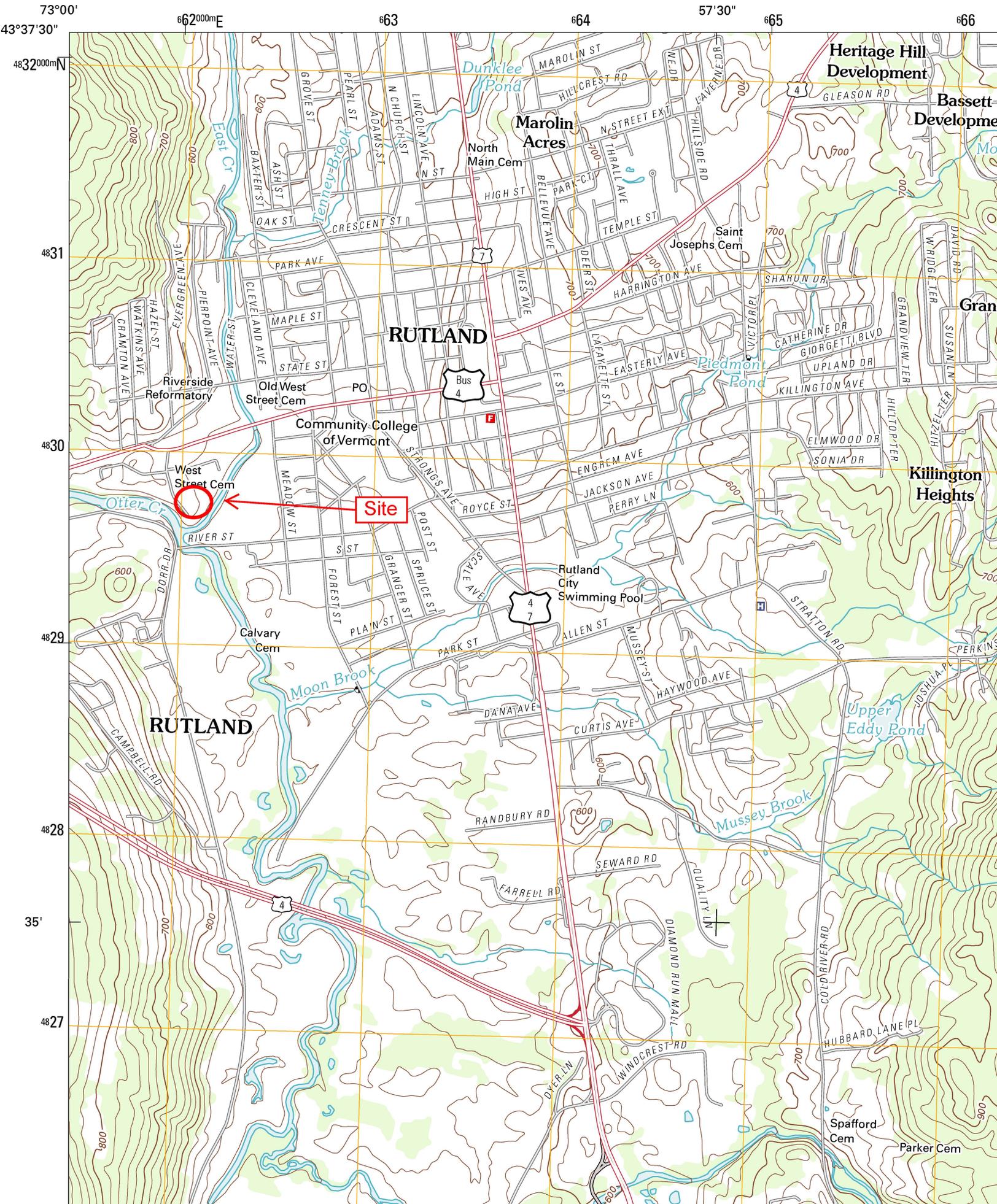
Waste Type	Process Generating the Waste	Unit of Measure of Design Capacity and Annual Units	Facility Design Capacity	Annual number of Units
Batteries	Spent batteries from electronic equipment	pallets or pails	N/A	8
Mercury Containing Light Bulbs	Spent bulbs from street lighting	Boxes or drums	N/A	60
Fluorescent Light Ballasts	interior lighting maintenance	55 gallon drums	264	1
CRTs	retirement of computers	Boxes	N/A	5

Specifications of PCB Wastes, Used Oil, and Exempted Wastes Stored at the Facility

Waste Type	Process Generating the Waste	Facility Design Capacity	Annual Quantity
>50 ppm PCB transformer oil	Servicing electrical equipment	12,000 gallons	6,000 gallons
<50 ppm PCB transformer oil	Servicing electrical equipment	6,000 gallons	18,000 gallons
Lube Oils	Automotive servicing and Hydroelectric equipment servicing	264 fifty-five gallon drums	15 drums
Electrical Equipment	Servicing and retirement of electrical equipment	N/A	1200 units

A-8 List of Permits Received or Applied For:

RCRA Hazardous Waste Storage Facility permit.



APPENDIX B: FACILITY DESCRIPTION

ATTACHMENTS:

ATTACHMENT B1 (Rutland County, Flood Insurance Study)

ATTACHMENT B2 (Design Drawings, Sheet C1)

B. FACILITY DESCRIPTION

B-1 General Description:

The Greens Hill Lane site primarily serves as Green Mountain Power's electrical maintenance facility. Electrical equipment selected for disposal or in-house repair is sent to this facility from GMP's operating districts for disposition. A gas-turbine generation unit, used during peak electrical demand, and distribution substation are also located on site. In addition to these activities, a waste storage facility is attached to the end of the Electrical Maintenance Facility. The waste storage facility stores hazardous waste, universal wastes, PCB wastes, used oil, and exempted wastes. These wastes are generated from power generation, transmission, and distribution activities.

The waste storage facility has two 6,000-gallon bulk storage tanks for storing waste transformer mineral oil-contaminated with PCBs, one 6,000-gallon bulk storage tank for storing non-PCB waste transformer oil, and two 5,000-gallon bulk storage tanks for storing new transformer mineral oil. The facility also has a drum storage area that stores containerized wastes and electrical equipment destined for disposal. The facility has two outdoor pump stations and two indoor pump stations that are connected to the facility's bulk transformer oil tanks. Oil-filled electrical equipment can be drained or filled at the two indoor pump stations and tanker trucks may unload or load new or waste oil at the outdoor pump stations.

Wastes generated by GMP and Vermont Electric Power Company (VELCO) are stored in GMP's hazardous waste storage facility. VELCO is a GMP affiliate.

B-2 Topographic Map:

General Requirements:

A topographic map is provided at APPENDIX A Attachment A1 (Topographic Map). The map is a 1"=100' scale of the Electrical Maintenance Facility and its surrounding area to a distance of 1000 feet. The map was derived from the U. S. Geological Survey (USGS) 7½-minute Rutland, Vermont quadrant dated 1980. The following information is provided on the map:

- (1) Contours on the 100-scale map are at 5-foot intervals on the project site and 20-foot intervals for surrounding areas and indicate general terrain and surface water flow paths.

Surface waters near the facility include East Creek to the south and Otter Creek to the west. Surface waters and 100-year floodplain limits are indicated on the map. Flood plain information was derived from the Flood Insurance Rate Map for the Town of Rutland, Vermont dated August 28, 2008. The storage facility distance to the 100-year flood plain is indicated on the map also.

- (2) Surrounding land uses derived from City of Rutland Zoning maps are indicated on the map.
- (3) North arrows are included for orientation.
- (4) Property lines and facility boundaries are indicated.
- (5) Access control into the facility is shown to include: the gated driveway extending off of Greens Hill Lane from the north; the closed gate on the abandoned railroad bed to the northwest; seven-foot-high fencing of the perimeter land area; and the East and Otter Creeks.

- (6) No injection or withdrawal wells are located on site.
- (7) The map indicates buildings, structures, sewers, loading and unloading areas, runoff control systems, hazardous waste management units, and traffic patterns.
- (8) A wind rose is indicated on the map.

B-3a Seismic Requirements:

The facility is not located in an area identified in Appendix VI of part 264.

B-3b Floodplain Standard:

Portions of the property bordering East Creek to the south and Otter Creek to the west are within the 100-year floodplain. However, hazardous waste management functions are not located within the 100-year floodplain. The flood insurance study for the City of Rutland indicates the 100-year elevation at the confluence of the East Creek and Otter Creek as being 531.2 feet (NGVD). All facilities for the storage of hazardous waste are situated above elevation 539.0. Reproductions of the applicable Floodway and Hydraulic Profiles for East Creek and Otter Creek are provided in APPENDIX B ATTACHMENT B1 (City of Rutland, Flood Insurance Study).

B-4 Traffic Information:

The Electrical Maintenance Facility is located in an industrial park at the end of Greens Hill Lane. APPENDIX B ATTACHMENT B2 (Design Drawings, Sheet C1) shows the roadways in and around the facility. A private driveway enters the site from the north. This driveway is not open to through traffic. A chain link gate controls access to the site. Once inside the gate, the road continues in a circle around the building allowing access to all areas of the facility. Two-way traffic is permitted.

Greens Hill Lane is a dead-ended, two-lane road posted at 25 mph, traveled primarily by vehicles associated with the Rutland City wastewater treatment facility and businesses in the industrial park. It is not a major connector, shortcut or school bus route.

An employee parking lot is located on the north end of the building directly off the entry road. Visitors are required to park in this area and do not drive past the hazardous waste storage areas on the south and southwest ends of the Electrical Maintenance Facility.

Approximately 50 vehicles enter the site each working day, of which approximately 20 are personal vehicles of employees or visitors. Vehicle trips/day is calculated as follows: 18 full-time employees work at the site and contribute 18 round trips to the site in a workday. There are 10 Company vehicles in a garage on site that contribute an additional 10 round trips/day. Visits by other GMP workers to the site account for an estimated 10 trips/day. A tracking system for vehicle visits to the site is not maintained as the function and capacity of the facility has not changed and because of the low density of vehicle trips into the site. Vehicles proceed directly to the parking areas and do not circle the building. Not more than two times each month a box trailer truck enters the site to remove hazardous waste from storage areas. Approximately four times per year tanker trucks enter the site to remove bulk mineral oil and waste oil. Because of the small number of vehicles using the road surrounding the building, there are no traffic signs or signals. There is adequate visibility at all points on the road to prevent traffic hazards. Traffic lanes used at the facility for transporting hazardous waste consist of bituminous concrete pavement with a minimum load bearing capacity of HS-20.

FLOOD INSURANCE STUDY

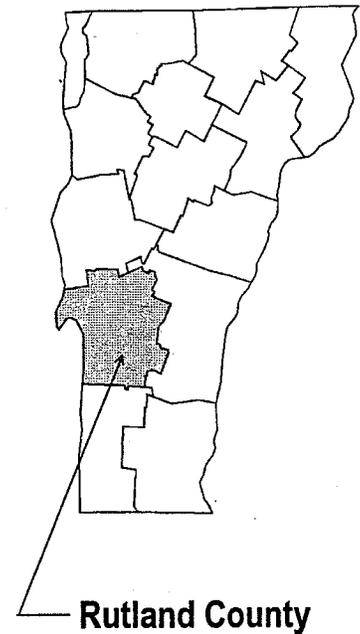


VOLUME 3 OF 3

RUTLAND COUNTY, VERMONT (ALL JURISDICTIONS)

COMMUNITY NAME	COMMUNITY NUMBER
BENSON, TOWN OF	500259
BRANDON, TOWN OF	500090
CASTLETON, TOWN OF	500091
CHITTENDEN, TOWN OF	500092
CLARENDON, TOWN OF	500093
DANBY, TOWN OF	500312
FAIR HAVEN, TOWN OF	500094
HUBBARDTON, TOWN OF	500313
IRA, TOWN OF	500260
KILLINGTON, TOWN OF ¹	500268
MENDON, TOWN OF	500095
MIDDLETOWN SPRINGS, TOWN OF	500261
MT. HOLLY, TOWN OF	500096
MT. TABOR, TOWN OF	500262
PAWLET, TOWN OF	500097
PITTSFIELD, TOWN OF	500263
PITTSFORD, TOWN OF	500098
POULTNEY, TOWN OF	500099
POULTNEY, VILLAGE OF	500266
PROCTOR, TOWN OF	500265
RUTLAND, CITY OF	500101
RUTLAND, TOWN OF	500267
SHEWSBURY, TOWN OF	500102
SUDBURY, TOWN OF	500269
TINMOUTH, TOWN OF	500270
WALLINGFORD, TOWN OF	500103
WELLS, TOWN OF	500271
WEST HAVEN, TOWN OF	500272
WEST RUTLAND, TOWN OF	500104

¹Non-floodprone community

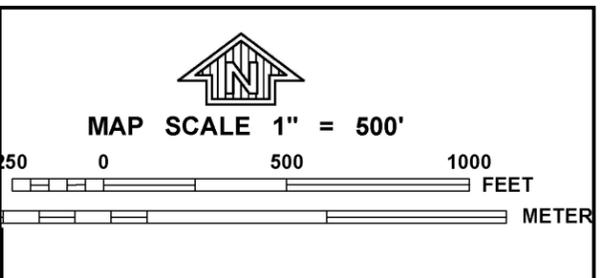
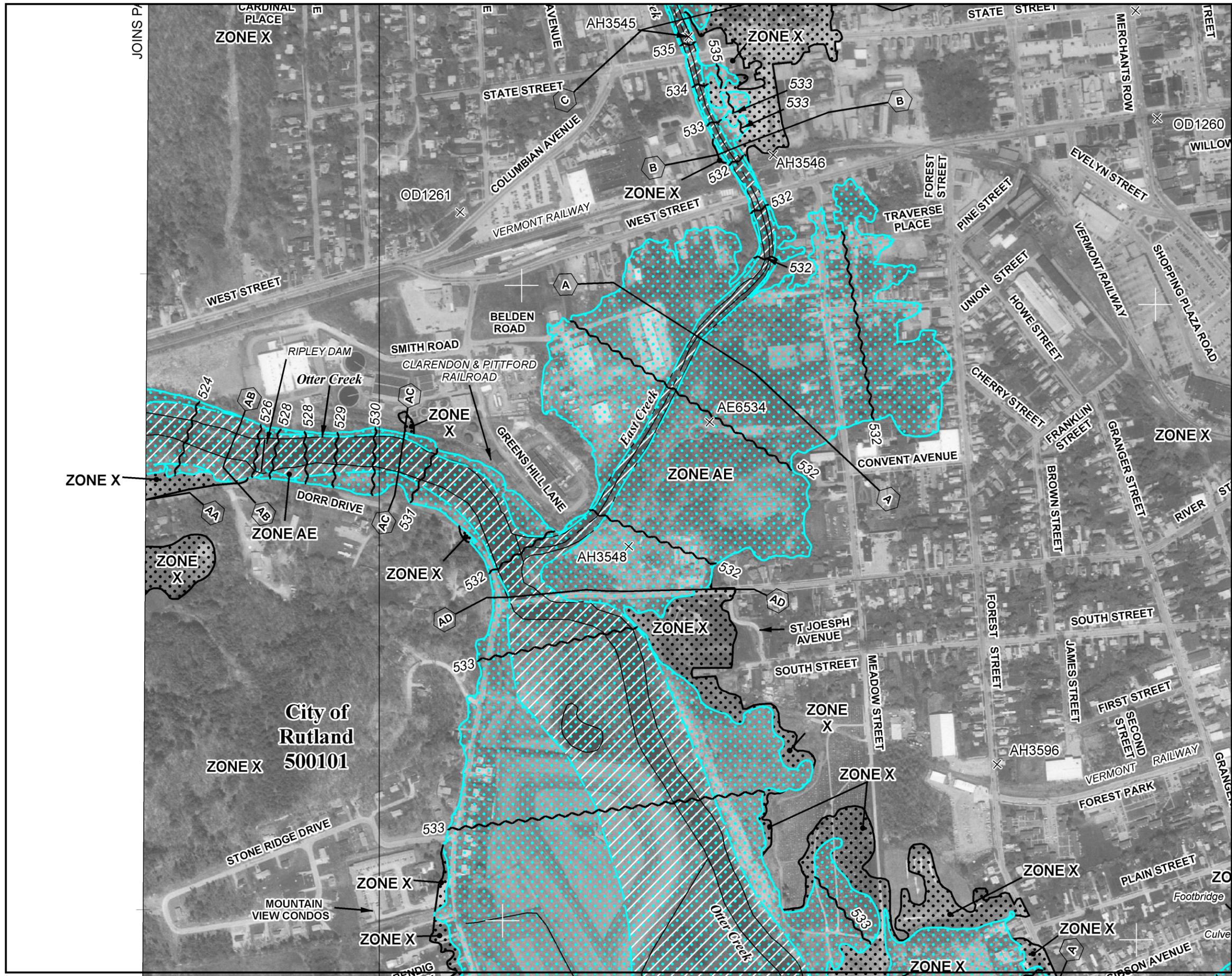


EFFECTIVE:
AUGUST 28, 2008

Federal Emergency Management Agency



FLOOD INSURANCE STUDY NUMBER
50021CV003A



NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0401D

FIRM
FLOOD INSURANCE RATE MAP

RUTLAND COUNTY,
VERMONT
(ALL JURISDICTIONS)

PANEL 401 OF 740
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
RUTLAND, CITY OF	500101	0401	D
RUTLAND, TOWN OF	500267	0401	D

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.



MAP NUMBER
50021C0401D

EFFECTIVE DATE
AUGUST 28, 2008

Federal Emergency Management Agency

City of
Rutland
500101

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov

LEGEND



SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

The 1% annual flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

- ZONE A** No Base Flood Elevations determined.
- ZONE AE** Base Flood Elevations determined.
- ZONE AH** Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.
- ZONE AO** Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
- ZONE AR** Special Flood Hazard Area formerly protected from the 1% annual chance flood by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.
- ZONE A99** Area to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined.
- ZONE V** Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.
- ZONE VE** Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.



FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.



OTHER FLOOD AREAS

- ZONE X** Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

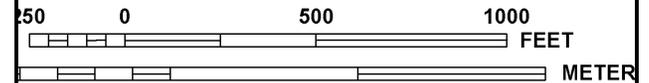


OTHER AREAS

- ZONE X** Areas determined to be outside the 0.2% annual chance floodplain.
- ZONE D** Areas in which flood hazards are undetermined, but possible.



MAP SCALE 1" = 500'



PANEL 0401D

FIRM
FLOOD INSURANCE RATE MAP

**RUTLAND COUNTY,
VERMONT**
(ALL JURISDICTIONS)

PANEL 401 OF 740

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
RUTLAND, CITY OF	500101	0401	D
RUTLAND, TOWN OF	500267	0401	D

Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.



MAP NUMBER
50021C0401D

EFFECTIVE DATE
AUGUST 28, 2008

Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov

ZONE X Areas determined to be outside the 0.2% annual chance floodplain.

ZONE D Areas in which flood hazards are undetermined, but possible.



COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS



OTHERWISE PROTECTED AREAS (OPAs)

CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.

1% annual chance floodplain boundary

0.2% annual chance floodplain boundary

Floodway boundary

Zone D boundary

CBRS and OPA boundary

Boundary dividing Special Flood Hazard Area Zones and boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths or flood velocities.

513 Base Flood Elevation line and value; elevation in feet*

(EL 987) Base Flood Elevation value where uniform within zone; elevation in feet*

* Referenced to the North American Vertical Datum of 1988

Cross section line

Transect line

87°07'45", 32°22'30" Geographic coordinates referenced to the North American Datum of 1983 (NAD 83), Western Hemisphere

²⁴76^{000m}N 1000-meter Universal Transverse Mercator grid values, zone 18

600000 FT 5000-foot grid ticks: Vermont State Plane coordinate system (FIPZONE 4400), Transverse Mercator projection

DX5510 x Bench mark (see explanation in Notes to Users section of this FIRM panel)

● M1.5 River Mile

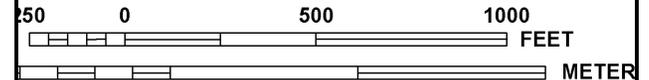
MAP REPOSITORY
Refer to listing of Map Repositories on Map Index

EFFECTIVE DATE OF COUNTYWIDE
FLOOD INSURANCE RATE MAP
August 28, 2008

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL



MAP SCALE 1" = 500'



NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0401D

FIRM

FLOOD INSURANCE RATE MAP

RUTLAND COUNTY,
VERMONT
(ALL JURISDICTIONS)

PANEL 401 OF 740

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

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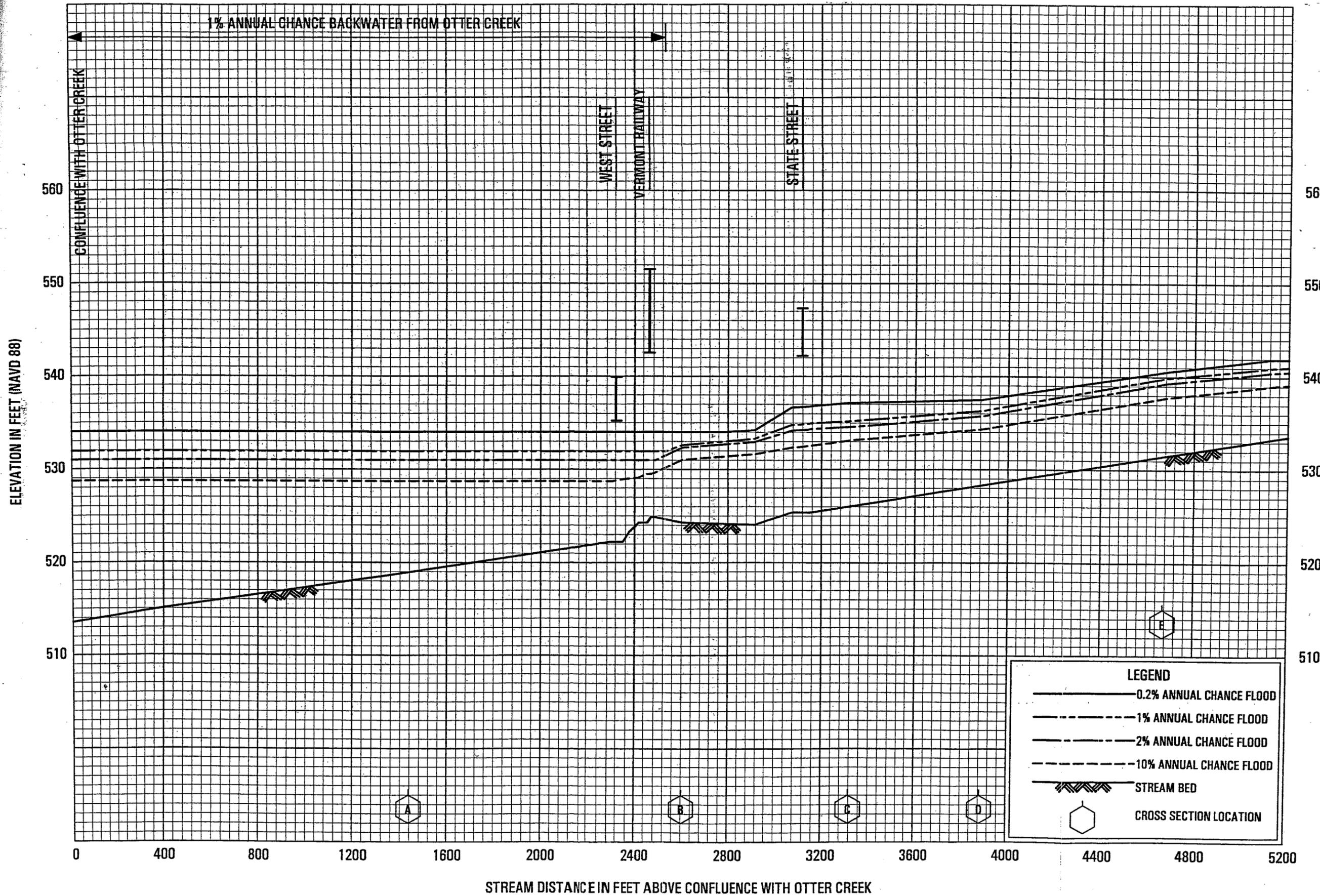


MAP NUMBER
50021C0401D

EFFECTIVE DATE
AUGUST 28, 2008

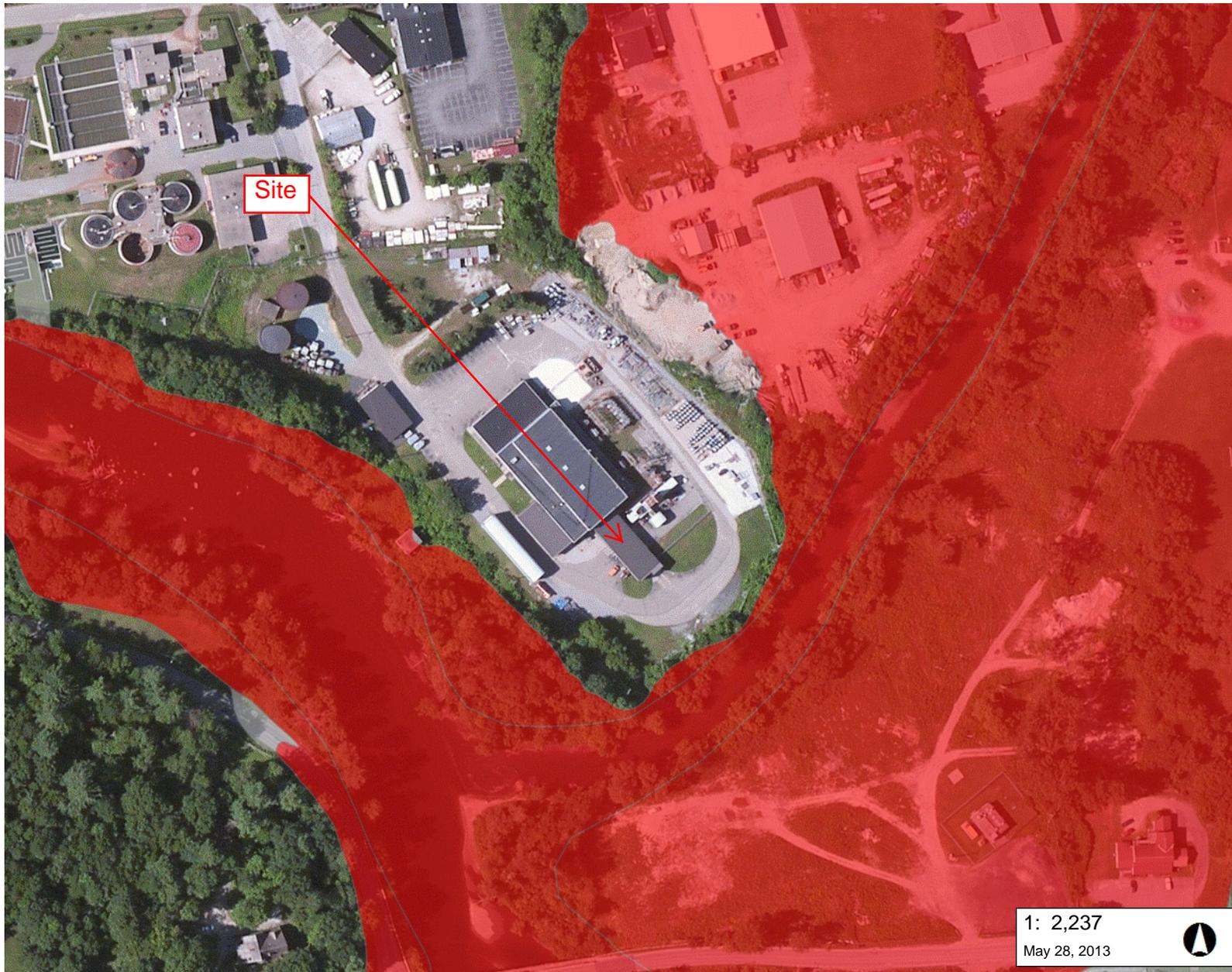
Federal Emergency Management Agency

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FLOOD PROFILES
EAST CREEK

FEDERAL EMERGENCY MANAGEMENT AGENCY
RUTLAND COUNTY, VT
(ALL JURISDICTIONS)



LEGEND

Special Flood Hazard Areas (A Counties)

- AE (1-percent annual chance flood)
- A (1-percent annual chance floodpl.)
- AO (1-percent annual chance zone feet)
- 0.2-percent annual chance flood ha
- Town Boundary

1: 2,237
May 28, 2013

NOTES

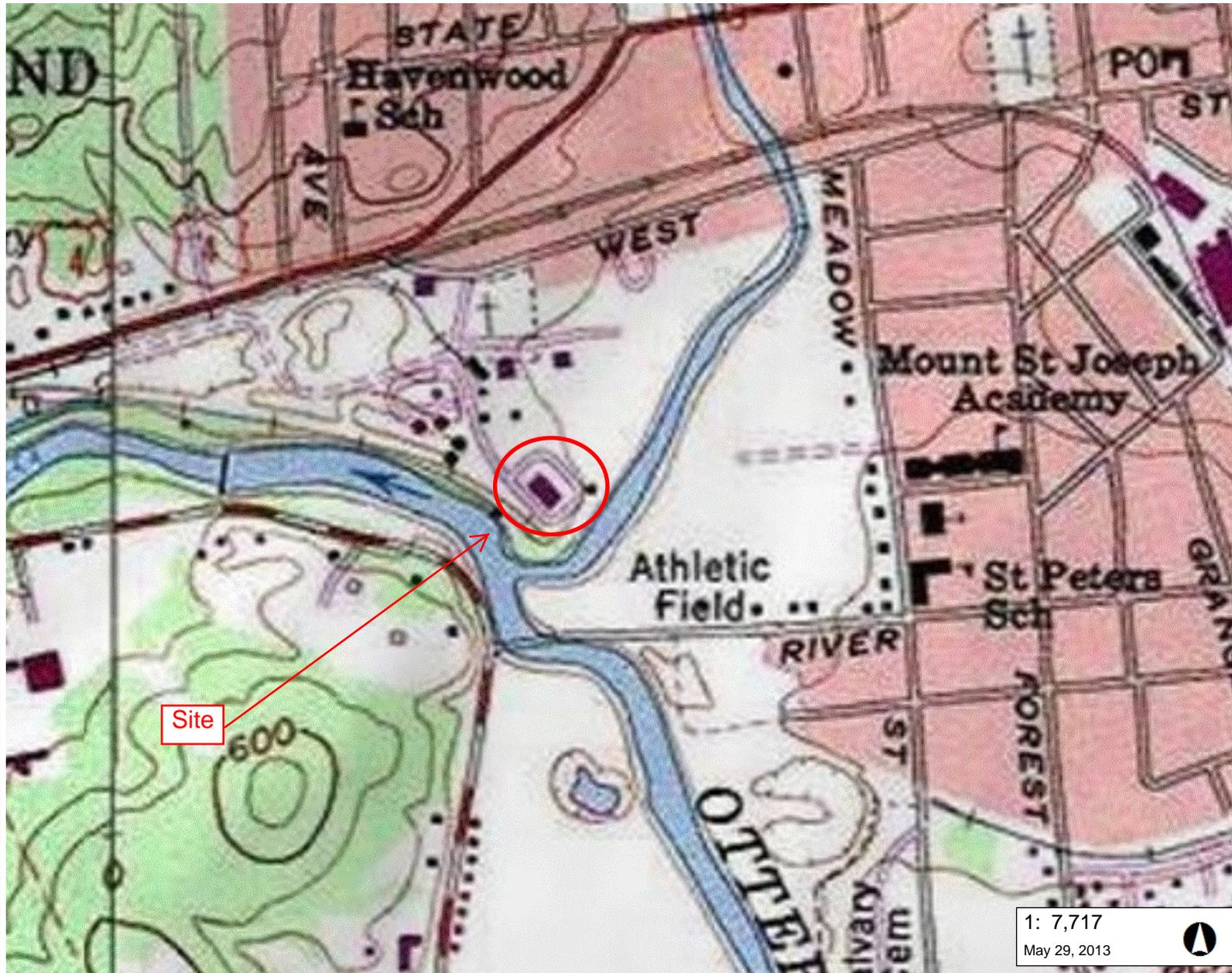
Map created using ANR's Natural Resources Atlas



WGS_1984_Web_Mercator_Auxiliary_Sphere
© Vermont Agency of Natural Resources

1" = 186 Ft. 1cm = 22 Meters
THIS MAP IS NOT TO BE USED FOR NAVIGATION

DISCLAIMER: This map is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. ANR and the State of Vermont make no representations of any kind, including but not limited to, the warranties of merchantability, or fitness for a particular use, nor are any such warranties to be implied with respect to the data on this map.



LEGEND

Town Boundary

1: 7,717
 May 29, 2013

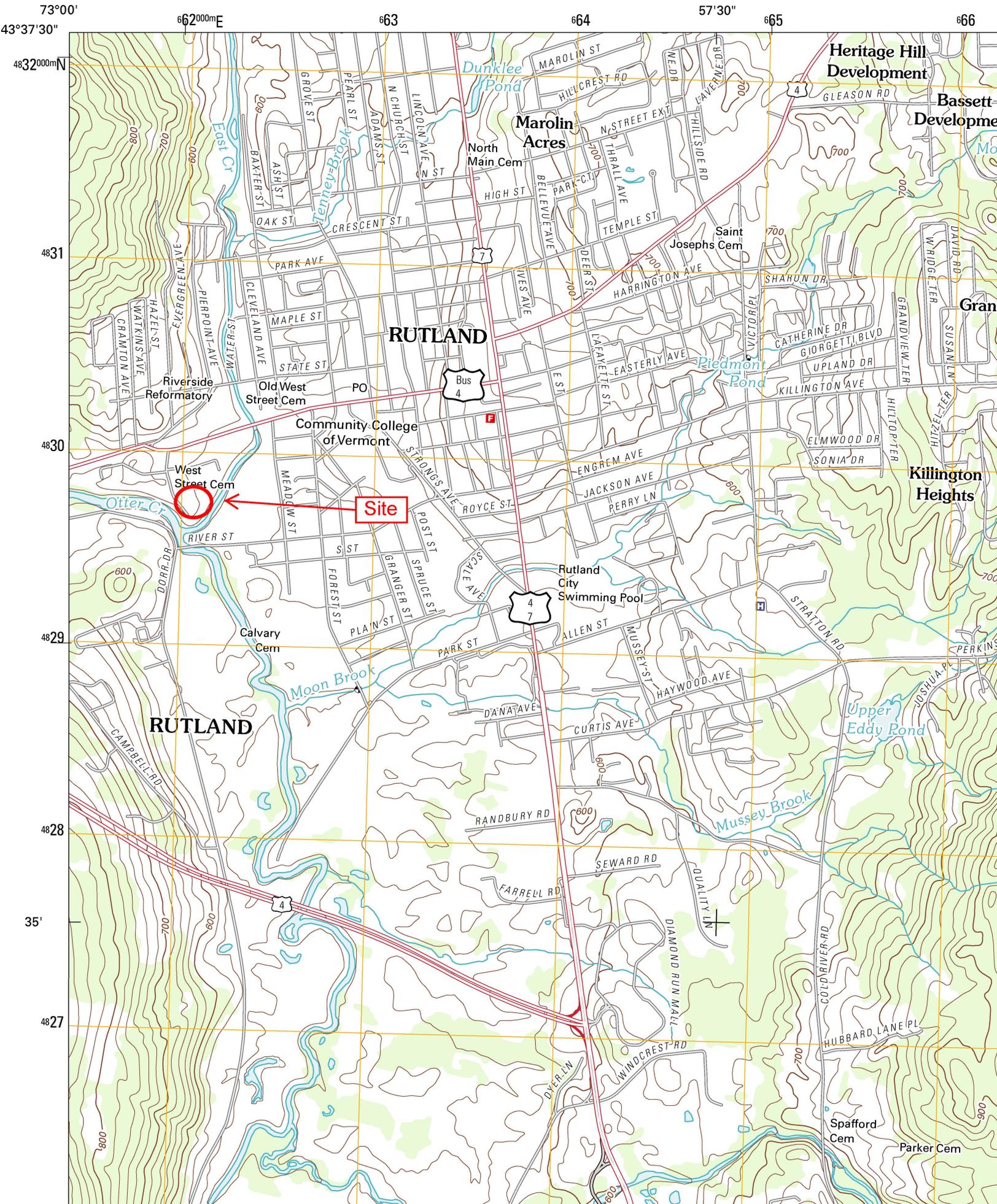


NOTES

Map created using ANR's Natural Resources Atlas

1,286.0 0 643.00 1,286.0 Feet
 WGS_1984_Web_Mercator_Auxiliary_Sphere 1" = 643 Ft. 1cm = 77 Meters
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APPENDIX C: WASTE ANALYSIS PLAN

ATTACHMENTS:

- ATTACHMENT C1 (Chemical and Physical Analysis of Waste Stored)
- ATTACHMENT C2 (Plan Parameters and Rationale)
- ATTACHMENT C3 (Regulatory Classification of Waste Stored)

C. WASTE CHARACTERISTICS

C-1 Chemical and Physical Analysis:

See ATTACHMENT C1 (Chemical and Physical Analysis of Waste Stored)

C-1a Containerized Wastes:

Containerized wastes are stored in areas with secondary containment systems, which meet or exceed both requirements for secondary containment in 40 CFR 270.15 and 40 CFR 761.65. Containers unloaded onto the adjacent loading dock outside of working hours are moved to the designated storage area by the end of the next regular shift. Because all containers are stored in areas with secondary containment, testing containers for free liquids is not required. Combustible and flammable wastes are stored in steel containers and other wastes may be stored in steel, fiber, or plastic containers.

C-1b Wastes in Tanks:

GMP operates an oil system as part its transformer evaluation, repair and disposal process at the Greens Hill Lane complex. Hazardous wastes are not stored in these tanks and the tank system is neither part of the TSDf nor its associated permit. The system is a series of tanks, pumps, valves, electronic controls and gages. The oil system is designed to collect, distribute, hold and otherwise manage new, used and filtered mineral oil dielectric fluid. Three tanks each with 6,000-gallon capacities accumulate and hold used mineral oil dielectric fluid that may contain polychlorinated biphenyls. Two tanks each with 5,000-gallon capacities store new mineral oil dielectric fluid. Four additional tanks, each with capacities of 1,000 gallons or less, are holding tanks that are connected to the main tanks.

Since some used mineral oil contains polychlorinated biphenyls, 40 CFR Part 761 (polychlorinated biphenyls (PCBs) - manufacturing, processing, distribution in commerce and use prohibitions) governs certain portions of the oil system. As such, GMP is obligated to complete a comprehensive closure plan for the oil system once the company determines that it will retire the system. Closure of the oil system will likely overlap with the closure of the TSDf. GMP anticipates completing any such closure concurrently and will comply with all applicable regulations including but not limited to 40 CFR 761.

C-2 Waste Analysis Plan:

The waste analysis plan contains all information necessary to ensure waste can be safely stored at the facility. Waste information contained in the plan is obtained from existing published or documented data, generator knowledge, or in some cases analytical testing.

The plan must be repeated as necessary to ensure its information is current. The plan is repeated when a waste-generating process has changed or results of waste inspection reveals that the waste received does not match the waste description on the manifest.

Containers of waste received at the facility are opened for inspection to verify that the waste received matches the description on its accompanying manifest.

See ATTACHMENT C1 for a detailed chemical and physical analysis of waste received at the facility.

See ATTACHMENT C2 for the plan's parameters, rationale for selecting parameters, test methods, sampling methods, and sampling frequency.

See ATTACHMENT C3 for a table delineating the various regulatory waste classifications of waste received at the facility.

C-2a Parameters and Rationale

See ATTACHMENT C2 for the plan's parameters and rationale for selecting parameters.

C-3 Regulatory Classification of Wastes Stored:

GMP shall maintain all test results or a documented rationale, as applicable, for using Generator Knowledge to characterize all TSDF waste profiles. The characterization results will include test methods and dates, if applicable, plus any pertinent data to ensure accurate waste classification. This section shall include a discussion of any wastes that are subsequently rejected or reclassified. The sampling method and frequency for each waste stream shall meet or exceed the requirements of ATTACHMENT C2 (Plan Parameters and Rationale) to SECTION C (WASTE ANALYSIS PLAN) to GMP's Hazardous Waste Storage Facility Certification

ATTACHMENT C1 (Chemical and Physical Analysis of Waste Stored) to SECTION C (WASTE ANALYSIS PLAN) to GMP's Hazardous Waste Storage Facility Certification

WASTE	CHEMICAL TYPE	OFF SITE PROCESS GENERATING WASTE	CHEMICAL AND PHYSICAL PROPERTIES
Ethylene Glycol	Glycol Ethers	Vehicle Maintenance	Synonyms: ethylene alcohol, ethylene dihydrate, antifreeze. Used as an antifreeze for water-cooled engines. Physical properties: clear blue-green, thick liquid, mild odor, specific gravity 1.13, boiling point 335 degrees F; vapor density 1; completely soluble in water. Fire extinguishing agent: water fog, alcohol foam, dry chemical, or CO2. Health hazards: Ethylene glycol aerosol causes irritation of the upper respiratory tract; however inhalation is not usually a hazard because the low vapor pressure precludes excessive vapor exposure. The chief hazard of ethylene glycol is associated with ingestion of large quantities in a single dose.
Gasoline	Assorted hydrocarbons	Vehicle and UST maintenance	Synonyms: motor fuel, petrol. Physical properties: flash point -45 degree F. Health hazards: Exposure is generally through inhalation and is an irritant of the eyes and mucous membranes and may cause dizziness at high exposure. On skin contact, gasoline vaporizes quickly and has little irritant effect; repeated exposure may cause defatting of the skin; no evidence exists for the carcinogenicity of gasoline in animals.
Acetone	Ketone	Solvent used for painting cleanup	Synonyms: 2-propanone; dimethyl ketone; ketone propane; di-methylketal. Physical properties: colorless liquid with a characteristic pungent odor; sweetish taste; density 0.788 at 25 degrees C; boiling point 56.5 degrees C; soluble in water and alcohol; vapor pressure 180 torr at 20 degrees Celsius. flash point 0 degrees F, flash point -17.8 degrees C (0 degrees F). Health hazards: Large doses may be moderately toxic. Inhalation can cause irritation to eyes, nose, and throat, short exposure to humans (5 minutes at 300-400 ppm) can be slightly irritating to humans, high exposures may cause dryness in the mouth, fatigue, headache, nausea, dizziness, muscle weakness, drowsiness. No mutagenic or carcinogenic effects have been reported.
Toluene	Aromatic hydrocarbon	Solvent used for painting cleanup	Synonyms: methylbenzene, phenylmethane, toluol, methylbenzol. Derived from coal tar and petroleum, present in gasoline and other petroleum products, used as an industrial solvent for paints, coatings, and oils. Physical properties: colorless liquid with a characteristic aromatic odor, density 0.866 at 20 degrees C, boils at 110.7 degrees C, slightly soluble in water, miscible with organic solvents, vapor pressure 28 torr at 25 degrees C, vapor density 3.17, flash point 4.4 degrees C (40 degrees F), LFL 1.4-6.7. Fire extinguishing agent: dry chemical, foam, or CO2. use water spray to keep fire-exposed container cool. Health hazards:
Xylene	Aromatic Hydrocarbon	Solvent used for painting cleanup	Xylene occurs in petroleum solvents and gasoline, the widest applications of xylene are as solvents in paints and coatings. Physical properties: Vapor density 3.7, vapor pressure 7-9 torr at 20 degrees C, flash point 27 degrees C (81 degrees F), LFL 1-7%. Fire extinguishing agent: dry chemical, CO2, foam, use water spray to keep fire exposed containers cool. Health hazards: The major route of absorption of xylene is through inhalation, another significant route is through the skin. Ingestion of a high dose can cause depression of the central nervous system, dizziness, nausea, vomiting, and abdominal pains.
Petroleum Distillate Solvent	Aliphatic Hydrocarbon	Cold parts solvent used for degreasing	Synonyms: cold parts washer. Used for general degreasing, particularly for maintenance operations such as auto repair. Physical properties: Boiling point 355 degrees F, vapor pressure .5 mmHg at 68 degrees F, vapor density 5.5, specific gravity .790 at 60 degrees F, percent volatile 100%, flash point 135 - 150 degrees F, LFL 1%. Fire extinguishing agent: dry chemical, CO2, foam. Health hazards: Primary exposure is through the skin. Exposure may cause skin irritation and prolonged exposure may dry the skin. Symptoms may include redness, burning, drying or cracking. This material is not listed as a carcinogen.
Polychlorinated Biphenyl	Polychlorinated Biphenyl	Maintenance of electrical distribution system	Synonyms: PCBs, Askarel, Aroclor 1254. Because of their high thermal and chemical stability and high dielectric constant, boiling point, and flame resistance, PCBs were widely used in transformer oils, capacitors, hydraulic fluids, and lubricating oils. Physical properties: stable, flame resistant, viscous fluid, flash point none, density 12.82 lb/gal, specific gravity 1.5 at 60 degrees F, LFL none. Health hazards: PCBs can be absorbed through skin contact and under some conditions, inhalation; prolonged exposure of the skin may cause chloroacne. Animal experiments show that exposure cause liver injury. PCBs are not listed as a carcinogen.
Lead based paint	Lead	Building maintenance and equipment retirement	Synonyms: Paint or other surface coatings that contain lead in excess of 1.0 mg/cm2 or 0.5 percent by weight. Physical properties: stable solid. Health hazards: lead poisoning through ingestion and elevated lead levels in blood cause a variety of hazards especially in children.
Mercury devices (non-UUVW) and small spill debris	Mercury	Switches, manometers, thermometers - small spills.	Equipment and devices that contain Mercury.
Water miscible cutting fluid	Oil	Lubricant for metal cutting saw	Synonyms: Cutting fluid. Physical properties: dark colored oil with additive odor. Emulsifies at 5%. Specific gravity 0.97 and the evaporation rate is <0.01. Hazardous component is oil mist in air which does not occur under normal use.

ATTACHMENT C2 (Plan Parameters and Rationale) to SECTION C (WASTE ANALYSIS PLAN) to GMP's Hazardous Waste Storage Facility Certification

Waste	Parameters	Parameter Selection Rationale	Test Method	Sampling Method	Frequency
Antifreeze	Lead, Benzene	Antifreeze that is characteristic for lead or benzene may not be managed as Vermont recycled waste or solely as a VT08 waste.	Lead: method 1311/6020A source SW-846 Benzene: method 1311/8260B source SW-846	E-300-73	One time upon each renewal of ten-year permit
Gasoline	Flash Point, Benzene	Extremely low flash point makes storage dangerous.	Generator Supplied Knowledge	None	
Paint Related Waste	Acetone, Toluene, Xylene, Flash Point	Low flash points make storage dangerous.	Generator Supplied Knowledge based on manufacturers MSDS Flash Point: ASTM D-93-79 or D-93-80, Standard Test Methods for Flash Point by Pensky-Martens Closed Cup Tester	None	One time upon each renewal of ten-year permit
Petroleum distillate solvent	lead, benzene	Petroleum distillate solvent characteristic for lead or benzene may not be managed as a VT02 petroleum distillate waste. This solvent is a cold parts washer and may have lead or benzene introduced during maintenance work.	Lead: method 1311/6020A source SW-846 Benzene: method 1311/8260B source SW-846 Flash Point: ASTM D-93-79 or D-93-80, Standard Test Methods for Flash Point by Pensky-Martens Closed Cup Tester	E-300-73	One time upon each renewal of ten-year permit
PCBs	PCBs	PCB contaminated absorbents of media must be segregated from other oily media for waste classification purposes.	Generator Supplied Knowledge	None	
Cutting fluid	Oil	Spent water miscible cutting fluid	Generator Supplied Knowledge	None	One time upon each renewal of ten-year permit
Lead based paint waste	Lead	Lead based paint chips and waste	Generator Supplied Knowledge	None	
Mercury devices (non-UUVV) and small spill debris	Mercury	Mercury	Generator Supplied Knowledge	None	

ATTACHMENT C3 (Regulatory Classification of Wastes Stored) to SECTION C (WASTE ANALYSIS PLAN) to GMP's Hazardous Waste Storage Facility Certification

Waste	Hazard Determination	RCRA and VT haz/wst Possible Waste Codes	TSCA PCB Waste	General Exemption from VT haz/wst regs	Used Oil	Universal Waste
Antifreeze	Glycol antifreeze is a State listed waste. It may also be characteristic for lead from radiator cores and characteristic for benzene from gasoline contamination	VT08 D008 D018	NO	YES - May be managed as a recycled waste	NO	NO
Gasoline	Characteristic for ignitability and toxicity	D001 D018	NO	NO	NO	NO
Paint-related wastes	Solvents used primarily to clean painting equipment are listed wastes and characteristic for ignitability. Paint may be characteristic for toxicity.	D001, D018, D035, F001, F002 F003, F006	NO	NO	NO	NO
Petroleum distillate solvent	A State listed petroleum distillate waste.	VT02 D001	NO	NO	NO	NO
PCB oily rags, filters, soil, debris	Maintenance or spill cleanup PCB-contaminated media.	VT01	YES	NO	NO	NO
Oily rags, filters, soil, debris	Maintenance or spill cleanup oily media.	VT02	NO	NO	NO	NO
Lead-based paint	Building maintenance and equipment retirement.	D008	NO	NO	NO	NO
Mercury devices and debris	Non-UUV devices, broken devices and cleanup debris from small spills.	D009	NO	NO	NO	NO
Water-miscible cutting fluid	Lubricant for metal cutting saw.	VT03 RCRA 8 metals D004- D011	NO	NO	NO	NO

APPENDIX D: PROCESS INFORMATION

ATTACHMENTS:

ATTACHMENT D1 (Marking and Labeling of Containers)

ATTACHMENT D2 (Design Documents and Drawings, Sheets A1, A2, A3)

ATTACHMENT D3 (Design Documents and Drawings, Sheets S1, S2)

D PROCESS INFORMATION

D-1 Containers:

D-1a Containers with Free Liquids:

D-1a(1) Description of Containers:

Liquid wastes stored in containers include paints and thinners, gasoline, solvents, oily water, spent cutting fluid and spent antifreeze. The oily water waste stream includes contaminated bearing oil from hydroelectric facilities and snow/water from oil spills. Containers meet UN performance standards for the materials contained. Containers are either new or DOT-certified reconditioned. Waste transformer oil is stored primarily in bulk tanks on site rather than in containers.

Containers are marked in accordance with State, RCRA, TSCA, and DOT regulations. Before transporting, each container is clearly marked with the: hazardous waste warning, generator's name and address, and the manifest document number as required by 40 CFR 262.323 (b); the PCB mark when required by 40 CFR Subpart C; the accumulation start date mark required by 40 CFR 262.34; the waste code as required by 7-311(f); and the marks required by 49 CFR 172 Subpart E. ATTACHMENT D1 (Marking and Labeling of Containers) summarizes the labeling and marking requirements for waste stored in containers. The total number of containers with liquids stored in the container storage area will not exceed 48.

D-1a (2) Container Management Practices:

Containers are closed and secured during storage. Once a container is filled and placed into storage, it is not re-opened for waste removal. The container storage area is inspected daily to ensure that all lids are securely fastened to the containers and that no containers are leaking. The contents of leaking containers will be transferred to non-leaking containers or the entire leaking container may be over-packed into an 85-gallon over-pack salvage drum. Transferring of container contents will be accomplished by using an overhead hoist in the drum storage area. No tools are used for container handling which are likely to damage, pierce, dent, or otherwise rupture the container and cause it to leak. Containers are transported in the facility using a hand truck, pallet jack, or a forklift equipped with a barrel transporting device.

Two feet of aisle space is provided between rows of containers. Containers are stored four to a pallet with the label facing toward the aisle. Containers can be double stacked with a pallet between layers of containers.

The total number of containers with freestanding liquids in the drum storage area must not exceed 48.

Based on the 1987 BOCA building code, table 306.1, storage of ignitables is limited to:

one 55-gallon drum of Class I-A, Flammable Liquid

two 55-gallon drums of Class I-B, Flammable Liquid

three 55-gallon drums of Class I-C, Flammable Liquid, and

four 55-gallon drums of Class II, combustible Liquid.

Accidental ignition of ignitable wastes is prevented by keeping drums of ignitable wastes closed, not allowing smoking in the drum storage area, and not allowing work processes

that would provide a source of ignition in the drum storage area. Furthermore, ignitable waste storage is identified by a sign that reads: STORE IGNITABLES HERE.

D-1a(3) Secondary Containment System Design and Operation:

Two container storage areas are located at the south end of the facility. The northernmost area is primarily used for storing containers of hazardous waste. The southernmost area is generally used for storing electrical equipment waiting for disposal. Depending on inventory, both areas may serve as a backup for the other. These storage areas are shown in plan-view on Sheets A2 and S1 and in section-view on Sheets A4 and S2 in ATTACHMENTS D2 and D3. Only compatible wastes are stored in container storage areas.

D-1a(3)(a) Requirement for the Base of Liner to Contain Liquids:

The container containment areas are constructed of reinforced concrete. The slab is eight inches thick with two layers of 4"x 4" welded wire fabric embedded to control shrinkage and cracking. The eight-inch slab has a load-bearing capacity of 3,000 pounds per square foot. Adequacy of the slab to meet the load requirements of the containers stored in the containment area is calculated as follows:

- 4' x 4' pallets hold four containers and are stacked two high for a total of eight containers per 16 square feet
- each container is approximately 7.35 cubic feet
- containers packed with moist packed earth are roughly 100 pounds per cubic foot of earth
- therefore, the total weight per pallet is $7.35 \times 100 \times 8 = 5,880$ pounds
- weight per square foot = $5,880 \text{ lbs.} / 16 = 368$ pounds per square foot
- 368 lbs./square foot is required and 3,000 lbs./square foot is provided

A control joint is located at the mid-section of each area. The joint contains a PVC water stop and joint sealant to protect the liquid-tight integrity of the floor. A 10-inch-high concrete curb surrounds each drum storage area on three sides while a trench protects the front side. The trench has an open width of 15 inches and is covered by a grate suitable for forklift traffic. The trench depth varies from 18 inches to 28 inches in the south storage area and from 12 inches to 16 inches in the north area. Each trench drains into a sump with a capacity of nearly 500 gallons.

Because containers are stored indoors, precipitation does not come into contact with the secondary containment area.

The surface of the concrete containment is treated with a curing and sealing compound to harden the finish. The clear compound is a styrene acrylate meeting the specifications of ASTM C309 Type I and produces a smooth and less porous floor. The compound is compatible for use with the type of oils stored at the facility.

D-1a(3)(b) Containment System Drainage:

The base of the containment area is sloped toward its collection trench and sump. Liquids from leaks or spills will drain into the sump and will not accumulate in the containment areas. Drums are stored on pallets in the containment areas to elevate and protect them from contact with accumulated liquids. Plan views and section views of the

container storage area that detail the sloped bases, trenches, and sumps are given in Sheets S1 and S2 of ATTACHMENT D3 (Design Drawings.)

D-1a(3)(c) Containment System Capacity:

The capacity of the two storage area containment systems is discussed below separately. The calculations for each containment system demonstrate that a minimum of 10% of the volume all the containers in these areas can be accommodated.

(i) Containment Capacity Required for Southerly Drum Storage Area:

Following the criteria presented in D-1a(2) Container Management Practices, and based on the size of the southerly area (nominal 44' x 18'), a minimum of 168 containers may be stored in this area. This allows for a two-foot aisle on either side of a pallet and stacking of pallets two high. The maximum potential number of containers and the containment capacity required is calculated as follows:

1. Number of rows of pallets across: 4'/pallet plus 2' aisle = 6' width/pallet
44'/6' per pallet = 7 rows of pallets and 7 aisles plus one additional 2' aisle
2. Number of rows of pallets deep: 4'/pallet plus 2' aisle = 6'/pallet
18'/6' per pallet = 3 rows of pallets and 3 aisle spaces
3. Total number of pallets = 7 rows across x 3 row deep = 21 pallets x 2 stacks
= 42 total pallets x 4 containers per pallet = 168 total containers
4. Number of containers which may contain free liquid: 48 (controlled by operational controls)
5. Maximum potential liquid: 168 containers x 55 gallons/container = 9,240 gal.
6. Minimum required containment capacity = 10% of 9,240 = 924 gallons

Containment is provided both in the collection sump and in the trench at the front of the containment area. The capacity of storage provided by these two structures is as follows:

1. Volume of sump: dimensions = 2' 10" width x 5' 9" length x 4' 0" depth (2.83' x 5.75' x 4.0') = 65.2 cubic feet x 7.48 gallons per cubic foot = 487 gallon capacity
2. Volume of the trench: (depth varies from 18" to 28") average depth is 1' 11" 1' 3" width x 37' length x 1' 11" depth (1.25' x 37' x 1.92') = 88.8 cubic feet x 7.48 gallons per cubic foot = 664 gallon capacity
3. South containment area volume = 487 gallons + 664 gallons = 1,154 capacity

The minimum required capacity for the south containment area is 924 gallons and 1,154 gallons of capacity is provided.

(ii) Containment Capacity Required for the Northerly Drum Storage Area:

The nominal dimensions of the north container storage area are 29' x 18'.

Following the criteria established for management of containers regarding aisle space, pallet size, and stacking requirements, a maximum of 96 containers are stored in the north drum storage area. The maximum potential number of containers and the containment capacity required is calculated as follows:

1. Number of rows of pallets across: 4' per pallet plus 2' aisle = 6' width per pallet
2. $29' / 6' \text{ per pallet} = 4 \text{ rows of pallets and } 4 \text{ aisles plus one additional } 2' \text{ aisle}$
3. Number of rows of pallets deep: 4' per pallet plus 2' aisle = 6' depth per pallet
 $18' / 6' \text{ per pallet} = 3 \text{ rows of pallets plus } 3 \text{ aisle spaces}$
4. Total number of pallets = 4 rows across x 3 rows deep = 12 pallets x 2 stacks
= 24 pallets x 4 containers per pallet = 96 containers
5. Maximum potential liquid: 96 containers x 55 gallons/container = 5,280 gal.
6. Minimum required containment capacity = 10% of 5,280 = 528 gallons

Containment is provided both in the collection sump and in the trench at the front of the containment area. The capacity of storage provided by these two structures is as follows:

1. Volume of sump: dimensions = 2' 10" width x 5' 9" length x 4' 0" depth (2.83' x 5.75' x 4.0') = 65.2 cubic feet x 7.48 gallons per cubic foot = 487 gallon capacity
2. Volume of trench: (depth varies from 12" to 16") average depth is 1' 2" 1' 3" width x 22' 6" length x 1' 2" depth (1.25' x 22.5' x 1.16') = 32.8 cubic feet x 7.48 gallons per cubic foot = 245 gallons capacity
3. North containment area volume = 487 gallons + 245 gallons = 732 gallons
4. 732 gallons of containment provided and 528 gallons required

D-1a(3)(d) Control of Run-on:

The facility's drum containment area is indoors and is not subject to run-on from rain or snow. Refer to Sheets A1, A2, and A3 Elevation Views in ATTACHMENT D2 (Design Drawings) for an illustration of the storage structure. The elevation of the finished floor is 542.0 feet which is well above the 100-year flood elevation of 532.0 feet. The site is graded to pitch storm water away from the buildings and the container storage area.

D-1a(3)(e) Removal of Liquids from Containment Area Sumps:

The container storage area is inspected daily. Accumulated liquids in the sumps or containment systems will be removed by pumping or by using absorbents. Cleanup of spilled materials is initiated when discovered and the source of the leak is located and stopped. Pumping may be done using a tanker truck vacuum system if necessary.

Liquids removed from the sump will be put into containers and managed as hazardous waste. Waste resulting from a leaking container will be characterized the same as the container from which it leaked.

Positive drainage off the floor of the container storage areas is maintained by sloping it at 1/8 inch per foot (or 1%) to the trench drain running across the front of each containment area. The trenches in turn are sloped toward a sump at a minimum grade of 1/4 inch per foot (or 2%). The sloping ensures that leaks or spills are routed to the sumps.

D-1b Containers Without Free Liquids:

D-1b(1) Test for Free Liquids:

The container storage area is designed to provide secondary containment for containers with free liquids; therefore, testing for free liquids for storage compatibility is not necessary.

D-1b(2) Description of Containers:

Hazardous wastes without free liquids are stored in containers that meet UN performance standards for the material being stored. Drums are certified new or are DOT reconditioned.

Containers are marked in accordance with State, RCRA, TSCA, and DOT regulations. Before transporting, each container is clearly marked with the: hazardous waste warning, generator's name and address, and the manifest document number as required by 40 CFR 262.32(b); the PCB mark when required by 40 CFR Subpart C; the accumulation start date mark required by 40 CFR 262.34; the waste code as required by 7-311(f), and the marks required by 49 CFR 172 Subpart E. ATTACHMENT D1 (Marking and Labeling of Containers) summarizes the labeling and marking requirements for wastes stored in containers.

Air Emission Control from Containers:

Hazardous wastes are stored in DOT-compliant containers per 40 CFR 264.1086 (c), Container level 1 standards and therefore do not require air emission controls.

D-1b(4) Container Storage Area Drainage:

Containers are stored on pallets to avoid contact with standing liquids. The base of the storage area is sloped towards a collection trench and sump area. Accumulated liquids in the sump will be removed. Refer to Sheets S1 and S2 in ATTACHMENT D3 (Design Drawings) for plan and section views of the container storage area.

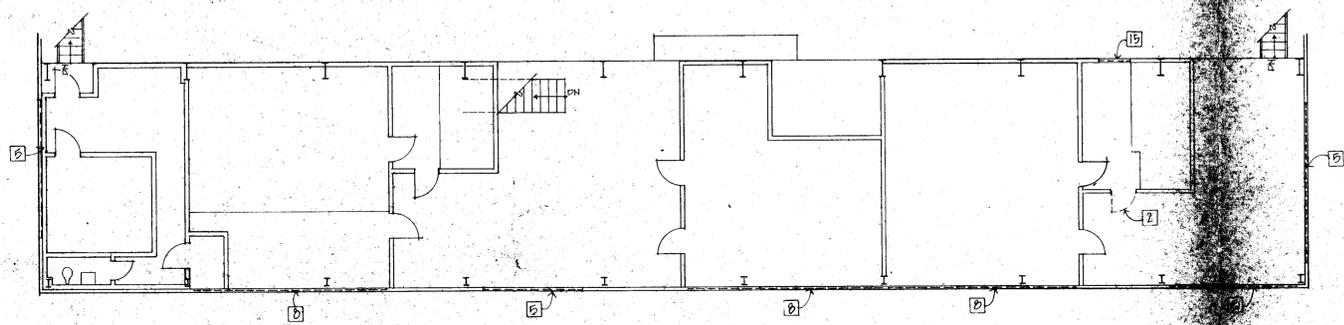
D-2 Tank Systems:

Hazardous wastes are not stored in tanks.

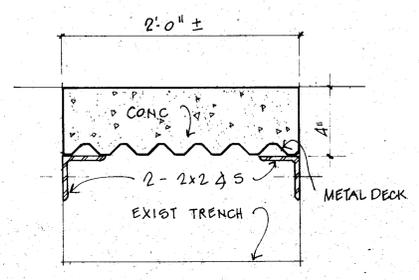
ATTACHMENT D1 (Marking and Labeling of Containers) to SECTION D (PROCESS INFORMATION) to GMP's Hazardous Waste Storage Facility Certification

Hazardous Waste	Container	Markings				Labeling
		RCRA	TSCA	VT	DOT	
<50 ppm PCB non-liquid	1A2			X		DOT
>50 ppm PCB non-liquid	1A2		X	X		
Paint wastes, liquid	1A1	X			X	X
Paint wastes, non-liquid	1A2	X			X	X
Antifreeze	1A1			X		
Solvents	1A1	X		X	X	X
Gasoline	1A1	X			X	X
Batteries	1A2	X			X	X
Lead-based paint	1A2	X			X	X
Mercury debris	1A2	X			X	X
Water-miscible cutting fluid	1A2	X		X	X	X

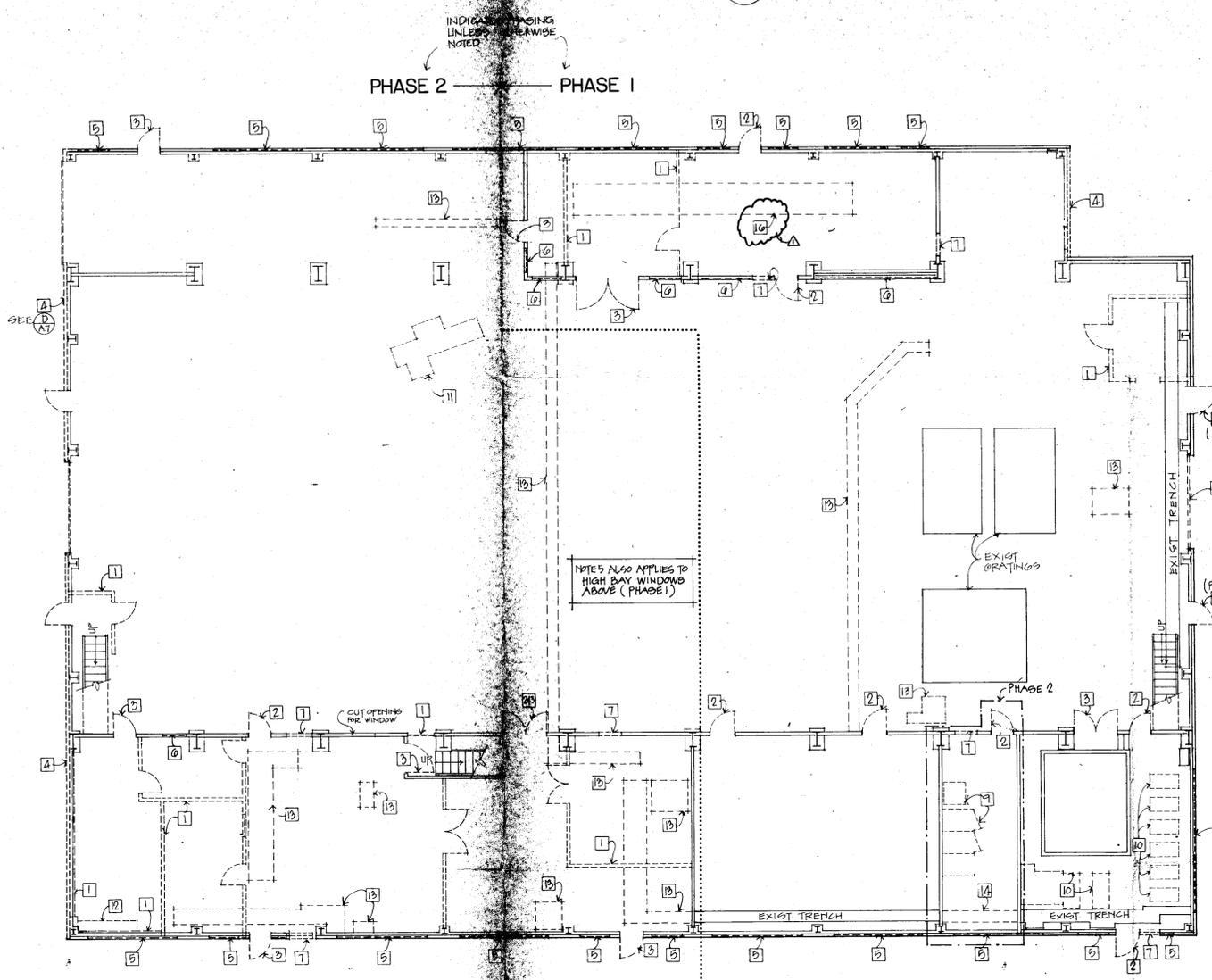
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ISSUE DATE	12/11/10
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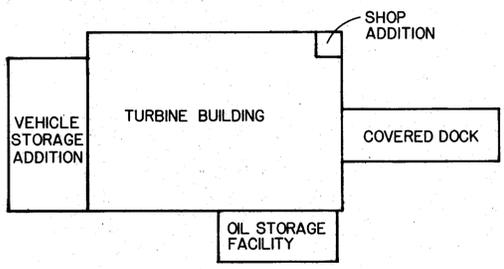
MEZZANINE PLAN
SCALE: 1/8"=1'-0"



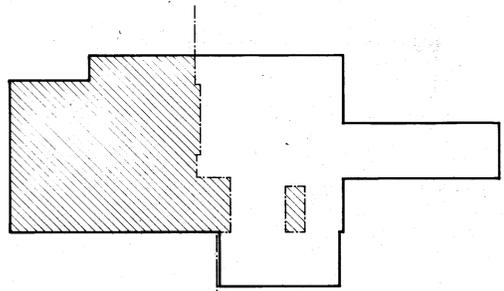
TRENCH DETAIL
SCALE: 3/4"=1'-0"



FIRST FLOOR PLAN-REMOVALS
SCALE: 1/8"=1'-0"



KEY PLAN - ADDITIONS



KEY PLAN - PHASING
SCALE: 1/8"=1'-0"

REMOVAL NOTES

- REMOVE ALL MATERIALS INDICATED BY -- NO'S SHOWN ARE TYPICAL FOR ALL SIMILAR MATERIALS THROUGH THE AREA.
- 1 WALLS, DOORS, CEILINGS AND ALL RELATED MATERIALS
 - 2 DOORS AND HARDWARE, PREPARE FOR REPLACEMENT
 - 3 DOORS & FRAMES, PREPARE TO BLOCK OPENINGS
 - 4 EXTERIOR SIDING STEEL COMPONENTS, DOORS, FRAMES & WINDOWS- REFER TO DETS-DAT, W&S, A&B, C&D FOR EXTENT
 - 5 EXTERIOR WINDOWS, HARDWARE & MISCELLANEOUS FRAMING, PREPARE FOR REPLACEMENT OR BLOCK OPENINGS. REFER TO ELEVATIONS (PHASE 2)
 - 6 INTERIOR STEEL FRAMES, GLASS & RELATED COMPONENTS; PREPARE TO BLOCK OPENINGS.
 - 7 CUT OPENING FOR DOOR & FRAME
 - 8 LOUVERS AND RELATED COMPONENTS (PHASE 2)
 - 9 TOILET PARTITIONS & SHOWER STALL
 - 10 CONCRETE PADS
 - 11 VEHICLE LIFT (REMOVED BY OWNER) FILL OPENINGS W/ CONCRETE
 - 12 CABINETS & COUNTER
 - 13 REMOVE COVER PLATE; FILL TRENCH WITH CONCRETE
 - 14 REMOVE COVER PLATE; SEE DET A1
 - 15 WINDOW & FRAMING, PREPARE FOR REPLACEMENT
 - 16 PROVIDE STEEL PLATE TO COVER TRENCH

CVPS Hazardous Waste Storage Facility
Application for Recertification

APPENDIX D
Attachment D2
Design Drawing Sheet A1

Stetson-Harza
A HARZA COMPANY



Central Vermont Public Service Corporation
FACILITY RENOVATIONS

PROJECT NO. A214

REVISION	DATE	BY
1	8-1-08	AZH
2		LJM
3		JMV
4		NOTED

SHEET TITLE

REMOVALS

SHEET NO

A1

RECORD DRAWING

DUBODS
& KING

MECHANICAL & ELECTRICAL
CONSULTING ENGINEERING

STEVEN J. BANIK, P.E.
STRUCTURAL ENGINEER

N.B.F.

Nimtz • Berryhill • Fiegel
ARCHITECTS P.C.

24 1/2 Center Street
Rutland, Vermont
05701

CVPS
Electrical
Maintenance
Facility
Rutland, Vermont

Alterations to
Oil Storage
Facility &
Covered Dock

RECEIVED
OCT 23 1992
GENERAL ENGINEERING DEPARTMENT
Facilities Department



7-25-3/68

10/20/91 CONSTRUCTION
10/14/92 CLIENT REVIEW
9/29/92 LIT REVIEW
5/7/92 ENVIRONMENTAL PERMITS
4/28/92 CLIENT REVIEW
DATE ISSUED FOR

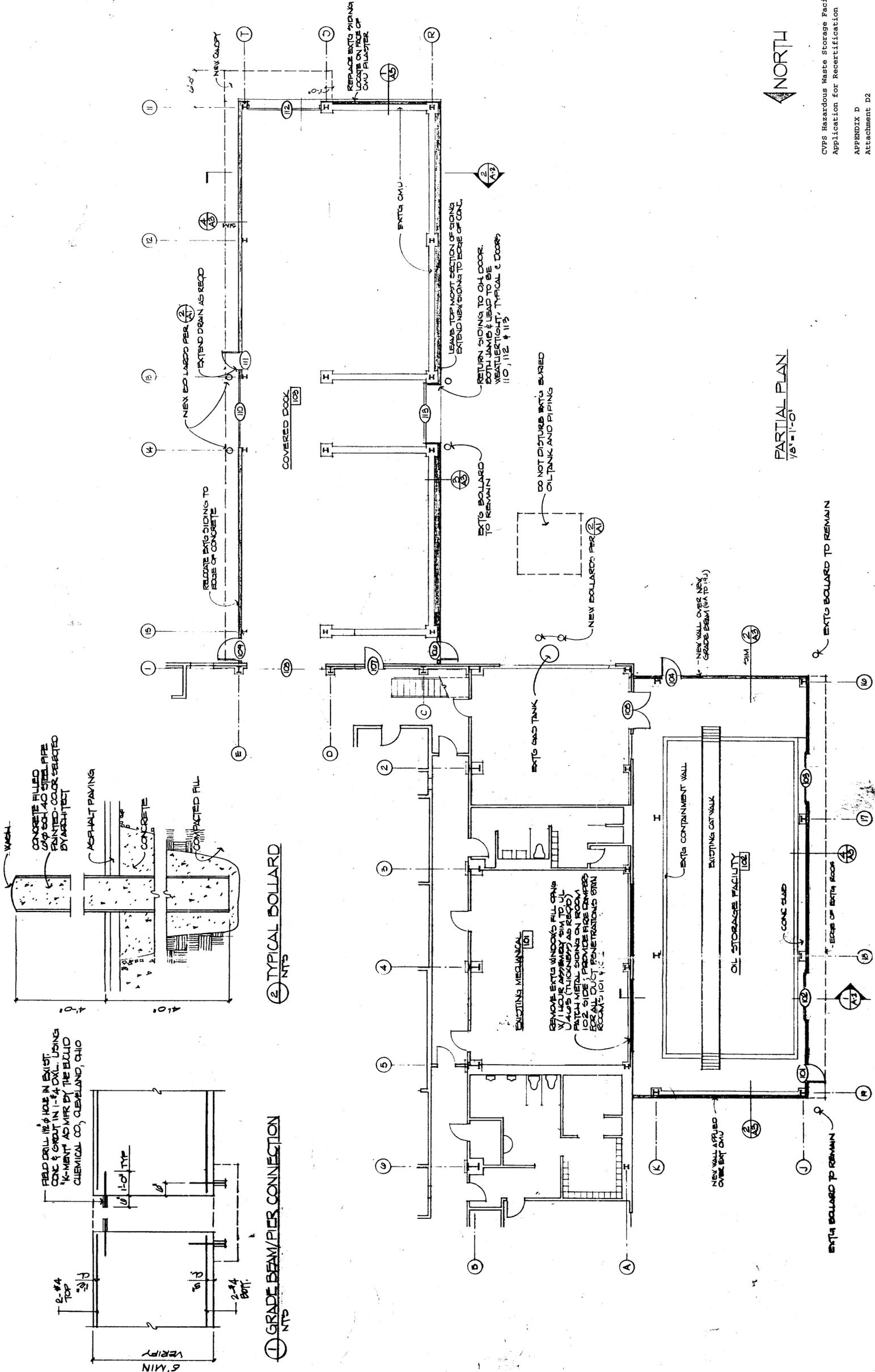
DRAWING TITLE

PLANS

DRAWING NUMBER

A1

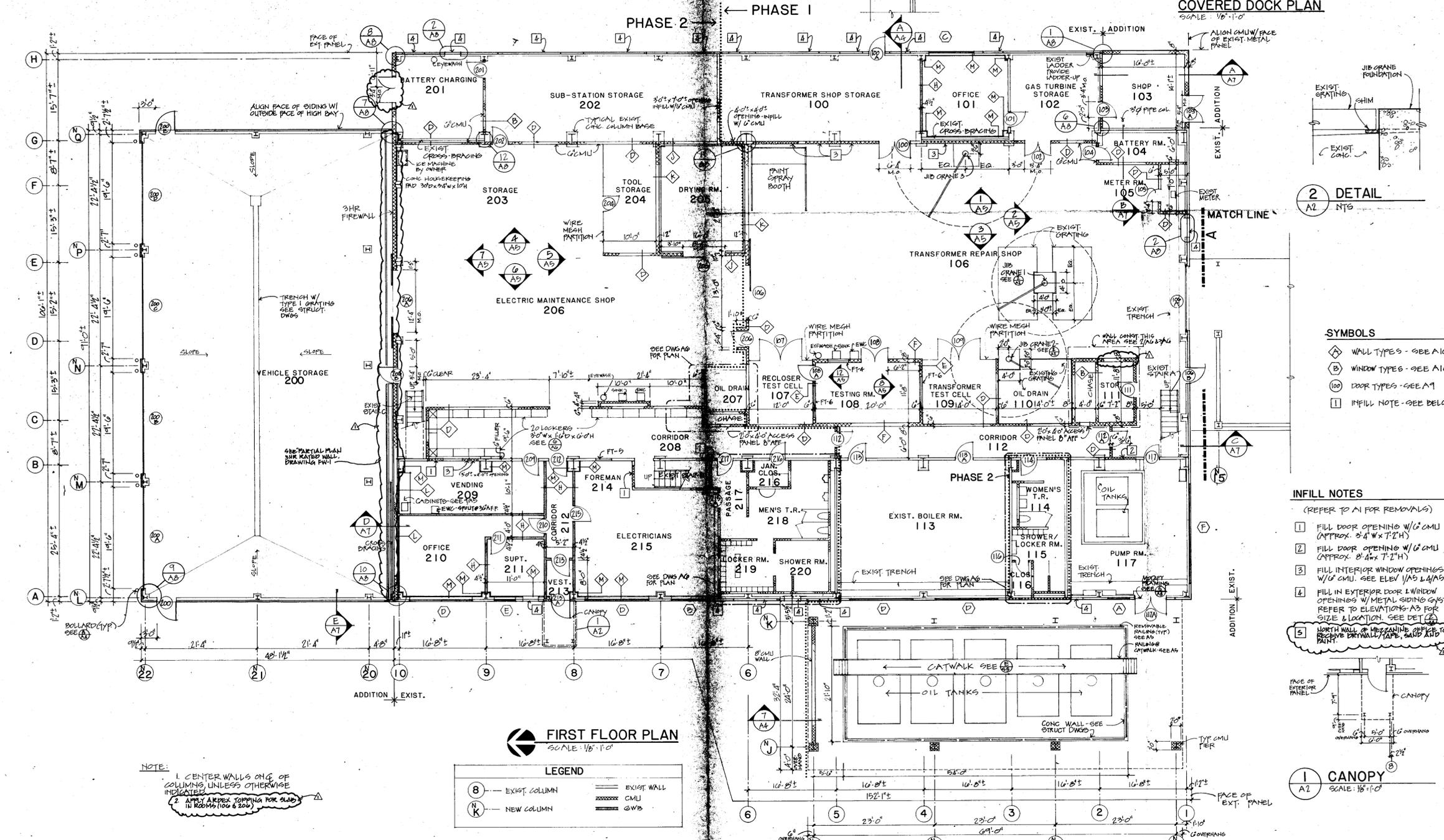
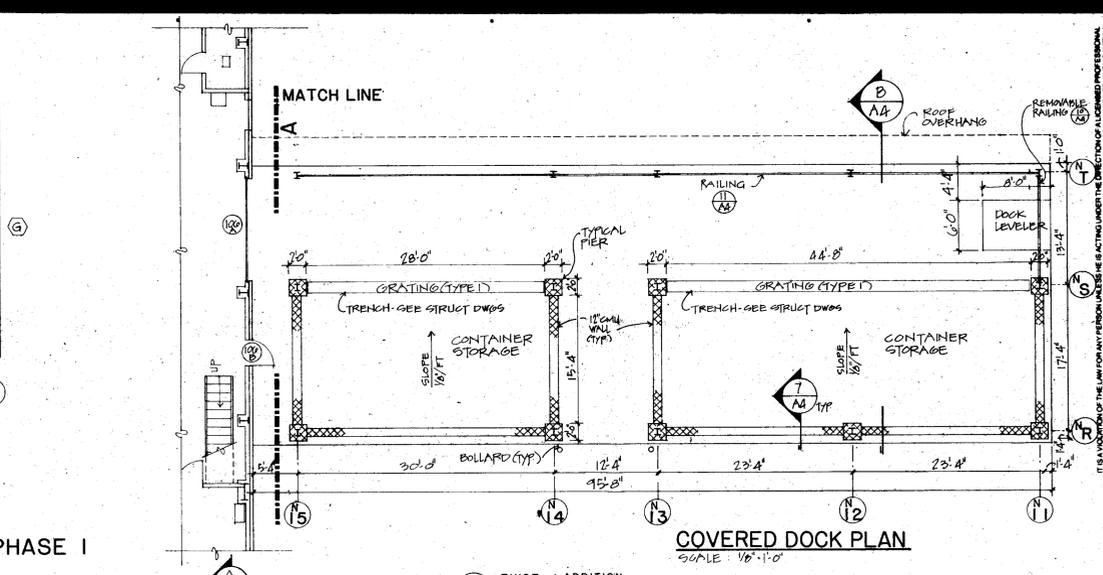
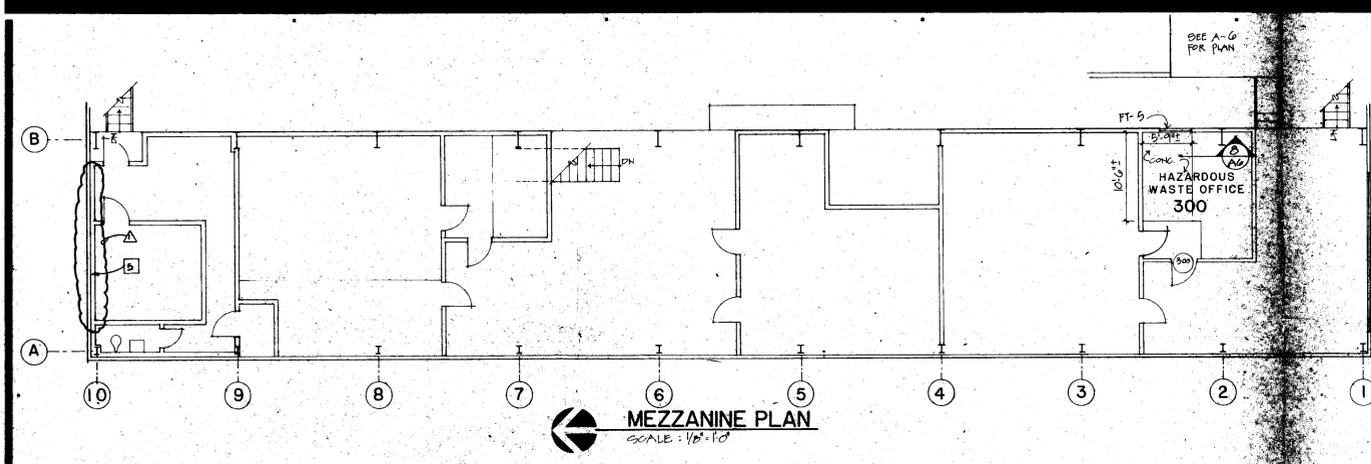
PROJ. NO.



PARTIAL PLAN
1/8" = 1'-0"

CVPS Hazardous Waste Storage Facility
Application for Recertification
APPENDIX D
Attachment D2
Design Drawing Sheet A1a

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22



- SYMBOLS**
- ◻ WALL TYPES - SEE A10
 - ◻ WINDOW TYPES - SEE A10
 - ⊙ DOOR TYPES - SEE A1
 - ⊞ INFILL NOTE - SEE BELOW

- INFILL NOTES**
(REFER TO A1 FOR REMOVALS)
- 1 FILL DOOR OPENING W/ G CMU (APPROX. 8'-4" X 7'-2")
 - 2 FILL DOOR OPENING W/ G CMU (APPROX. 8'-4" X 7'-2")
 - 3 FILL INTERIOR WINDOW OPENINGS W/ G CMU. SEE ELEV. 1/AS & 1/AB
 - 4 FILL IN EXTERIOR DOOR / WINDOW OPENINGS W/ METAL SIDING SYSTEM. REFER TO ELEVATIONS AS FOR SIZE / LOCATION. SEE DET. 2
 - 5 NORTH WALL OF MEZZANINE REFER TO RECEIVE DRYWALL / TAPE, SAND & PAINT.

LEGEND

(B)	EXIST. COLUMN	---	EXIST. WALL
(N)	NEW COLUMN	---	CMU
		---	GWB

NOTE:
1 CENTER WALLS ON G OF COLUMNS, UNLESS OTHERWISE INDICATED.
2 APPLY AREA FORMULA FOR SLAB AT ROOMS 100 & 200.

Stetson-Harza
Central Vermont Public Service Corporation
FACILITY RENOVATIONS

PROJECT NO. A21A

REVISION	DATE	BY
1	8-1-22	PC-S

CHECKED BY: LJM
APPROVED: JMV
SCALE: NOTED

SHEET TITLE
FLOOR PLANS
CVPS Hazardous Waste Storage Facility Application for Recertification

APPENDIX D
Attachment D2
Design Drawing Sht. A2

A2

RECORD DRAWING

24 1/2 Center Street
 Rutland, Vermont
 05701

CVPS
 Electrical
 Maintenance
 Facility
 Rutland, Vermont

Alterations to
 Oil Storage
 Facility &
 Covered Dock



10-20-92 CONSTRUCTION
 10-14-92 CLIENT REVIEW
 9-29-92 L.A.I. REVIEW
 5-7-92 ENVIRONMENTAL PERMITTING
 4-29-92 CLIENT REVIEW
 DATE ISSUED FOR

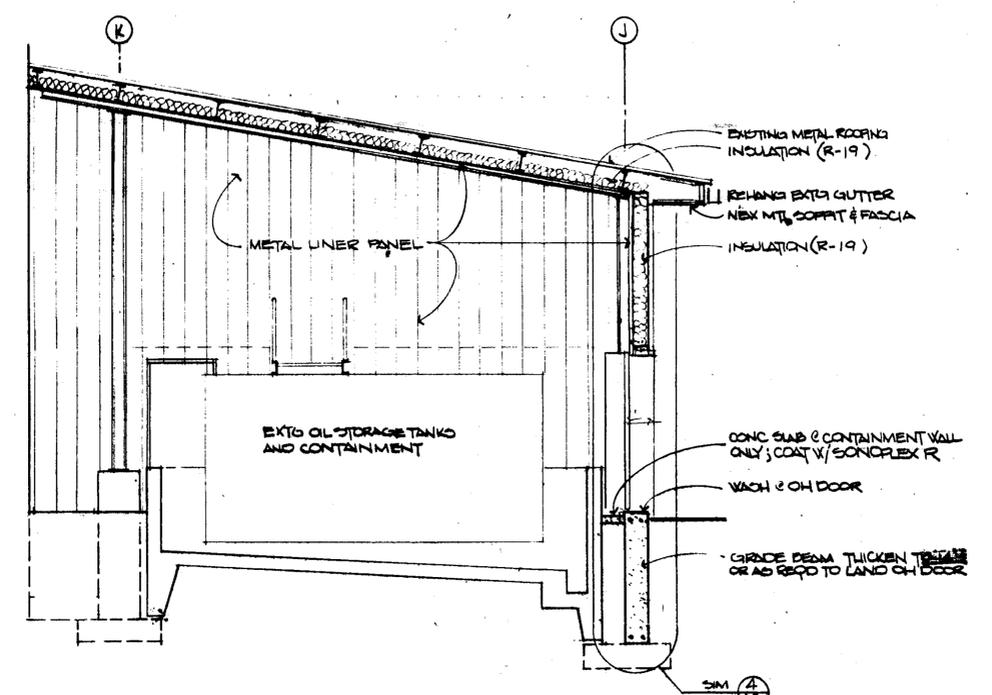
DRAWING TITLE
**ELEVATIONS
 & SECTIONS**

DRAWING NUMBER
A-2

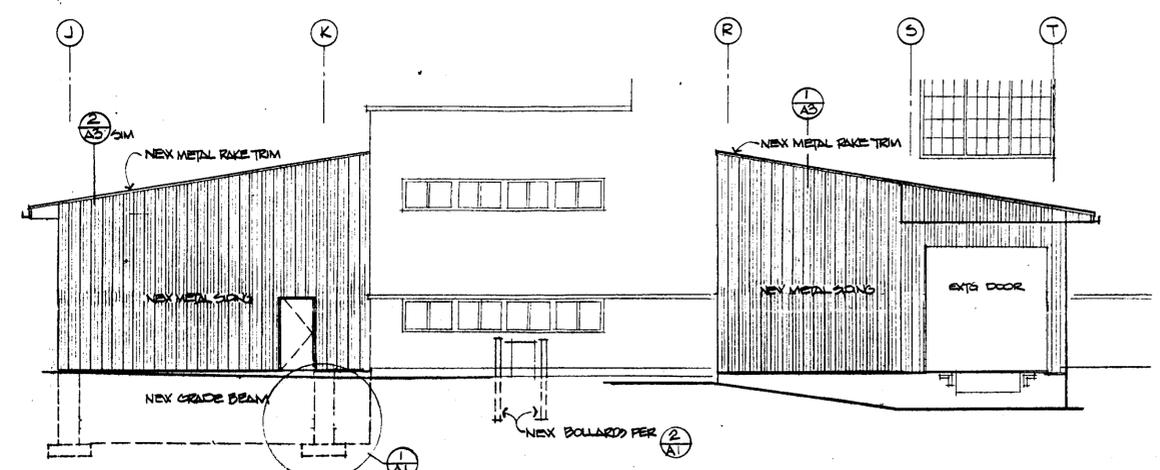
PROJ. NO.

CVPS Hazardous Waste Storage Facility
 Application for Recertification

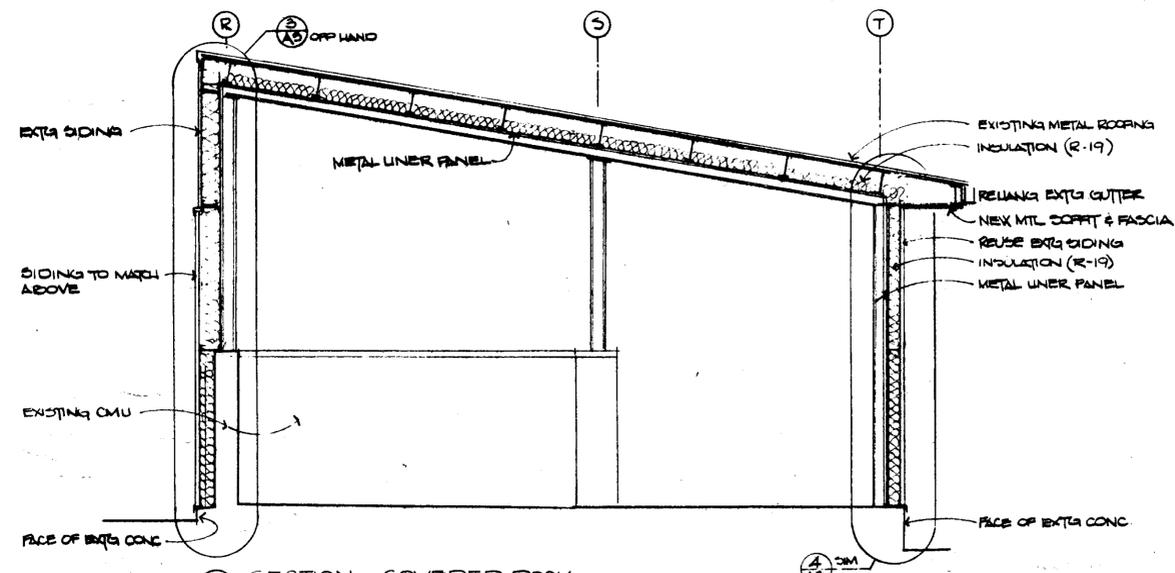
APPENDIX D
 Attachment D2
 Design Drawing Sheet A2a



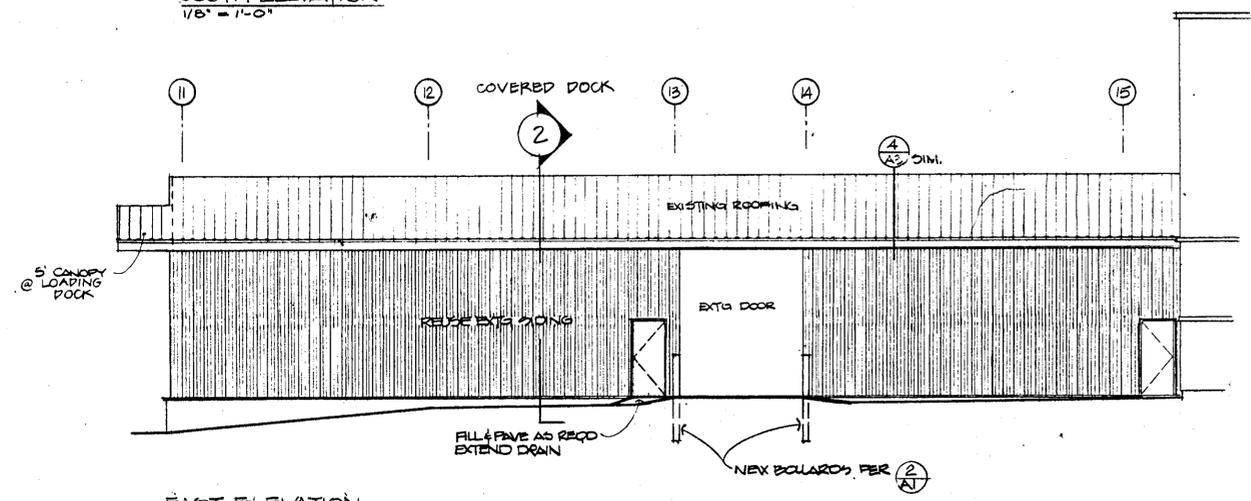
1 SECTION - OIL STORAGE FACILITY
 1/4" = 1'-0"



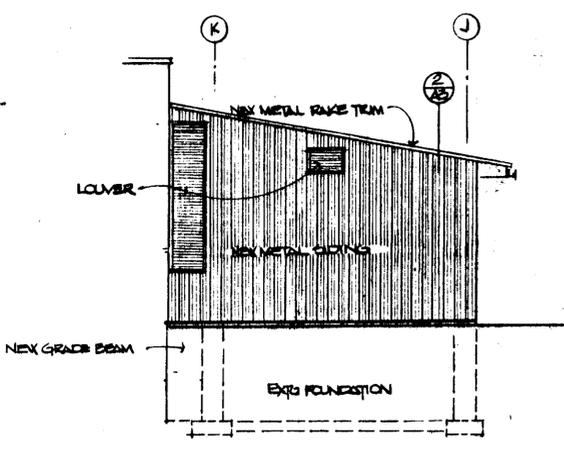
SOUTH ELEVATION
 1/8" = 1'-0"



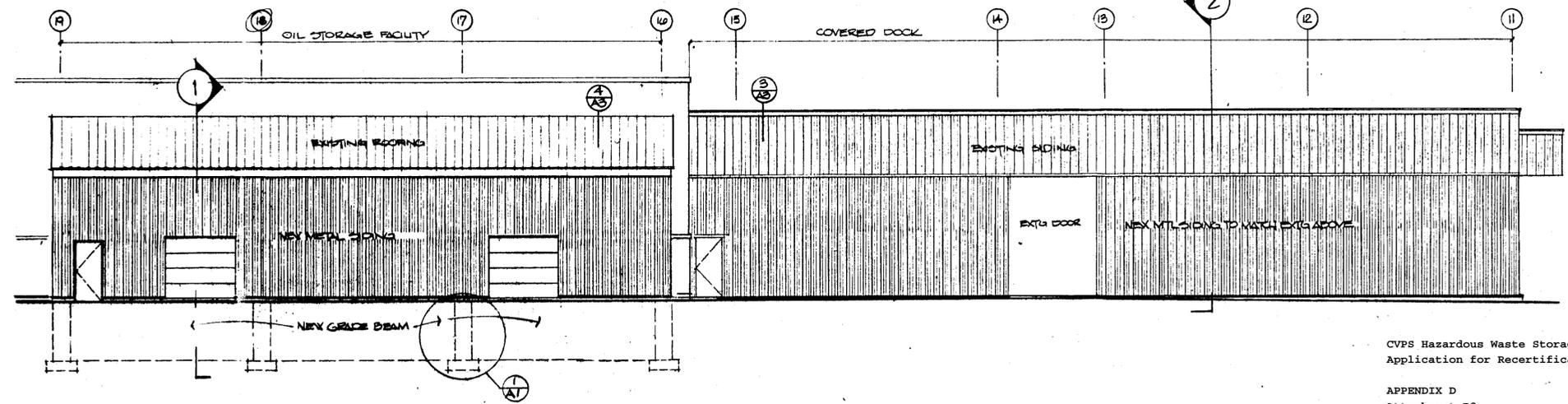
2 SECTION - COVERED DOCK
 1/4" = 1'-0"



EAST ELEVATION
 1/8" = 1'-0"



NORTH ELEVATION
 1/8" = 1'-0"



WEST ELEVATION
 1/8" = 1'-0"

APPENDIX E: GROUND WATER MONITORING

APPENDIX E (GROUND WATER MONITORING) to CV's Hazardous Waste Storage Facility Certification

Green Mountain Power does not operate a landfill, surface impoundment, waste pile, or land treatment unit. Groundwater monitoring does not apply to this facility.

SECTION F: PROCEDURES TO PREVENT HAZARDS

APPENDICES:

APPENDIX F1 (Container Inspection Procedure and Checklist)

APPENDIX F2 (Personal Protective Equipment)

SECTION F (PROCEDURES TO PREVENT HAZARDS) to GMP's Hazardous Waste Storage Facility Certification

F-2a(2)(3) PROCEDURES TO PREVENT HAZARDS

F-1 Security:

F-1a Security Procedures and Equipment:

The Electrical Maintenance Facility has sufficient security procedures and equipment to prevent unauthorized persons or intruders from contacting or disturbing hazardous wastes. Waste storage areas are locked during non-operating hours and the facility and yard are illuminated at night to deter vandalism.

F-1a(1) 24 hour Surveillance System:

The facility does not have a 24 hour surveillance system.

F-1a(2)(a) Barrier:

The Electrical Maintenance Facility is surrounded by a six foot high chain link fence on the north and east sides. The East Creek and the Otter Creek serve as natural barriers on the south and west sides respectively.

F-1a(2)(b) Means to Control Entry:

Entry to the Electrical Maintenance Facility is controlled by a sliding chain link gate which is open during normal working hours and locked after 4:00 p.m. There is also a swing gate on the abandoned railroad entrance that is locked at all times.

F-1(a)(3) Warning Signs:

Warning signs are posted at every entrance to the hazardous waste container storage area. The legend on the signs reads: KEEP OUT- HAZARDOUS WASTE STORAGE FACILITY - AUTHORIZED PERSONNEL ONLY.

The drum storage area is posted with NO SMOKING signs.

Signs are written in English and are legible from a distance of 25 feet.

In addition, entrances to all areas where PCB are stored are marked with PCB markers in accordance with 40 CFR 761.45.

F-1b Waiver:

No waiver is requested

F-2 Inspection Schedule:

The inspection plan establishes procedures and schedules for monitoring and inspecting the hazardous waste storage facility.

F-2a General Inspection Requirements:

Monthly, enter the drum storage area and inspect the fire extinguisher. Check to see that the seals are present and in place. Update the inspection tag with the date of inspection and inspector's signature.

SECTION F (PROCEDURES TO PREVENT HAZARDS) to GMP's Hazardous Waste Storage Facility Certification

Monthly, inspect the spill kit drum and be sure the drum is easily accessible and the inventory sheet is attached to the drum. Check to see if the drum seal is present and unbroken. If the seal is broken, inventory the contents of the drum using the inventory sheet attached to the drum and replenish the contents of the drum if necessary and then reseal.

F-2b(1) Container Inspection:

Daily, look at stored drums and inspect for leaks around lids, bungs, flanges, and rims. Check lids and bung plugs for tightness. Overpack any drum showing evidence of leaking, swelling or significant corrosion.

Daily, look at both drum containment areas and inspect for cracks, flaking, chips, or gouges in the concrete. Check for liquid in the containment areas and the containment sumps. Check the steel deck over the containment areas for signs of wear or distortion. Clean or decontaminate any residue in the containment area and find the source of contamination.

Daily, inspect stored batteries. Check to see that batteries are stored neatly and are clean and dry.

File completed inspection logs in the Facility Operating Record.

See APPENDIX F1 (Container Inspection Procedures and Checklist)

F-2b(2) Tank System Inspection:

Hazardous waste is not stored in tanks.

F-3a Equipment Requirements:

F-3a(2) Internal Communications:

Internal communications at the waste storage facility are accomplished through a combination of voice and telephone communication and fire alarms. Processes at the facility do not produce a high volume of noise and voice communication will be effective during an emergency.

Fire alarm pull stations are located in the following places:

- * south exit
- * northwest exit
- * north exit
- * drum storage area
- * tank storage area
- * pump room

Fire alarm pull stations activate an alarm and blinking lights that are located at seven points throughout the facility. The fire alarm is connected directly to the Rutland City Fire Department. CVPS's Facilities Department ensures the building fire alarm system is checked annually.

F-3a(2) External Communications:

There are eight telephones located at various points throughout the facility. These telephones can be used throughout the facility. The telephones can be used to dial

SECTION F (PROCEDURES TO PREVENT HAZARDS) to GMP's Hazardous Waste Storage Facility Certification

direct for outside emergency assistance or to call the CVPS Control Center which can summon emergency assistance.

F-3a(3) Emergency Equipment:

Portable fire extinguishers, spill control, and decontamination equipment are positioned in the facility. A complete list of emergency equipment is given in SECTION G (CONTINGENCY PLAN.)

F-3a(4) Water for Fire Control:

A municipal fire hydrant is located on the property at the entry gate. Hydrostatic testing indicates a static pressure of 143 psi with a six inch main. This information was provided by the Rutland City engineer at the time the hydrant was installed.

F-3b Aisle Space Requirements:

Two feet of aisle space is maintained between rows of drums in the drum storage area. The aisle space allows unobstructed movement of personnel and equipment around the drums in the storage area.

F-4 Preventive Procedures, Structures, and Equipment:

Drummed hazardous waste is unloaded directly onto the facility loading dock either by hand truck, forklift, or hoist. A dock leveler is located at the south end of the loading dock and provides a level platform for unloading trucks. A two-ton hoist is located on the west side of the loading dock and is used for handling drums or electrical equipment which cannot be unloaded with a hand truck or forklift.

F-4b Run-Off:

The container storage is indoors and does not have run-off.

F-4c Water Supplies:

The sole source of water used at the facility is from the City of Rutland municipal supply. A six inch line enters the site from the north side of the facility and then reduces to a four inch line after the fire hydrant. There are no known groundwater wells on site or within a quarter mile radius of the facility.

F-4d Equipment and Power Failure:

There are no control systems or devices that could cause problems during a power outage or that require power to be maintained during a power outage.

F-4e Personal Protective Equipment:

Eyewash stations, acid burn stations, chemical resistant aprons, and showers are located at the facility. See APPENDIX F2 (Personal Protective Equipment) for a list of personal protective equipment.

Disposable protective clothing such as gloves, over suits, over boots, and goggles are available in areas where wastes are handled and stored. Protective clothing worn during spill cleanup is disposed of as a hazardous waste if contaminated.

SECTION F (PROCEDURES TO PREVENT HAZARDS) to GMP's Hazardous Waste Storage Facility
Certification

Operating personnel attend monthly safety meetings for instruction in various safety procedures such as the proper use of hard hats, protective shoes, forklift operation, etc.

Attachment F1 Container Inspection Procedure and Checklist -
Operating Procedure 610

OP 610 Transformer Shop	GREEN MOUNTAIN POWER Support Operations/Hazardous Materials	DATE: 2/11/92 REV: 07/17/12 INITIALS:
SUBJECT: OPERATING PROCEDURE 610; Hazardous Waste Storage Facility inspection log for the drum storage area.		

GENERAL: As a condition of GMP’s Hazardous Waste Storage Facility permit, it must ensure that daily inspections are performed to identify malfunctions, deterioration, operating errors, and inadvertent discharges from its oil handling and storage system.

PROCEDURES: Using the inspection points listed below and the matrix on page two of this procedure, perform the following inspection daily:

LOCATION/ Item	PROBLEM/ What to look for
1. DRUM STORAGE AREA/	1. LEAKS, MISSING SIGNS AND EQUIPMENT
a. Drum integrity	a. Look for wet spots around bungs, flanges, rims. Drums should not be swollen, bulged or corroded.
b. Drum storage	b. Drums must be on pallets and drum labels and marks must be easily visible.
c. Containment	c. Look for cracks in the concrete. Check containment sump for liquids.
d. Warning signs	d. Look for “KEEP OUT-HAZARDOUS WASTE STORAGE FACILITY-AUTHORIZED PERSONS ONLY” signs posted at the north and south side of the drum storage building.
e. Spill kit	e. Look to see if the kit’s seal on the lid is broken. If seal is broken or missing, inventory contents using the kit’s attached inventory sheet. Replace contents as necessary.
f. Aisle Space	f. Look to see that there is two feet of aisle space between pallets and between pallets and walls.
g. Batteries	g. Check to see that batteries are clean, dry, and stored neatly on pallets.
h. Bib and gloves	h. Protective bib and gloves must be present.

Operating Procedure 610, continued.

Date\time -satisfactory = X -Note "REMARKS" on page 3 of form as needed.																						
DRUM STORAGE																						
Drum integrity																						
Drum storage																						
Containment																						
Warning signs																						
Spill kits																						
Aisle space																						
Batteries																						
Bib and gloves																						
signature																						

ATTACHMENT F2 (Personal Protective Equipment) to APPENDIX F (PROCEDURES TO PREVENT HAZARDS) to GMP's Hazardous Waste Storage Facility Certification

PERSONAL PROTECTIVE EQUIPMENT

EQUIPMENT	APPROPRIATE USE	LOCATION
Eyewash Station	permanently installed, used for flushing eyes	Room 106, door 107 Room 201, door 210 Room 206
Chemical Burn Kit	one quart of buffer solution, used for neutralizing acid or alkaline chemical burns from batteries	Room 201 Room 206, door 104
Protective Clothing	disposable tyvek over suits and boots, rubber gloves, used for personal protection in spill response	Room 117, door 117A Container Storage Area room 106, door 102 Tank Storage Area
Chemical Aprons	used to prevent acid or alkali burns when servicing or handling batteries	Room 201 Room 204
Eye Protection	eye protection for servicing and handling batteries	Room 201 Room 104
Showers	may be used for general decontamination	Room 220 Room 115

Key:

- Room 104: Gas turbine battery charging room
- Room 106: Transformer Shop
- Room 117: Tank T6 and T7 Room
- Room 201: Electrical Maintenance Battery Charging Room
- Room 206: Electrical Maintenance Shop
- Room 220: Men's Locker Room
- Room 115: Women's Locker Room

APPENDIX G: CONTINGENCY PLAN FOR GMP's
HAZARDOUS WASTE STORAGE FACILITY

296 Greens Hill Lane, Rutland, Vermont 05701

ATTACHMENTS:

- ATTACHMENT G1 (Record of Changes and Annual Review)
- ATTACHMENT G2 (Contingency Plan Mailing List)
- ATTACHMENT G3 (Site Map)
- ATTACHMENT G4 (List of Waste Stored)
- ATTACHMENT G5 (List of Emergency Phone Numbers)
- ATTACHMENT G6 (List of Emergency Equipment)
- ATTACHMENT G7 (List of Spill Contractors)
- ATTACHMENT G8 (Facility Evacuation Routes)
- ATTACHMENT G9 (Emergency Notification Reporting Log)
- ATTACHMENT G10 (Coordination Agreements)

TABLE OF CONTENTS

General Information	page G-3
Emergency Coordinators	page G-3
Implementation	page G-4
Identification of Hazardous Waste	page G-4
Assessments	page G-5
Notification	page G-5
Control Procedures	page G-5
Prevention of Recurrence or Spread or Fires, Explosions, or Releases	page G-8
Storage and Treatment of Released Materials	page G-9
Incompatible Wastes	page G-9
Post-emergency Equipment Maintenance	page G-9
Container Spills and Leakage	page G-9
Tank System Spill and Leakage	page G-9
Surface Impoundment Spills and Leakage	page G-9
ATTACHMENT G1	(Record of Changes and Annual Review)
ATTACHMENT G2	(Contingency Plan Mailing List)
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ATTACHMENT G4	(List of Wastes Stored)
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ATTACHMENT G6	(List of Emergency Equipment)
ATTACHMENT G7	(List of Spill Contractors)
ATTACHMENT G8	(Facility Evacuation Routes)
ATTACHMENT G9	(Emergency Notification Reporting Log)
ATTACHMENT G10	(Coordination Agreements)

G. CONTINGENCY PLAN

This contingency plan establishes procedures and describes immediate actions that must be taken in response to fires, explosions, or unplanned sudden or non-sudden releases of hazardous waste at GMP's Hazardous Waste Storage Facility located on Greens Hill Lane, Rutland, Vermont.

Copies of the contingency plan are kept at: (1) GMP's Electrical Maintenance Facility which is collocated with the hazardous waste storage facility; (2) Rutland City Fire Department; (3) Rutland City Police Department; (4) Rutland Regional Medical Center; (5) Rutland Regional Ambulance Service; and (6) Vermont's Agency of Natural Resources.

The contingency plan is reviewed and amended whenever:

- (1) the facility permit is reviewed or revised,
- (2) the plan fails in an emergency,
- (3) the facility changes in design, construction, operation, maintenance or other circumstances in a way that materially increases the potential for fires, explosions, or releases of hazardous waste or changes the response necessary in an emergency,
- (4) the list of emergency coordinators changes,
- (5) the list of emergency equipment changes, or
- (6) applicable regulations change.

The primary Emergency Coordinator is responsible for ensuring that changes are made to the Contingency Plan when required and that all copies of the Contingency Plan are updated and distributed as required. See ATTACHMENT G1 (Record of Changes and Annual Review) and ATTACHMENT G2 (Contingency Plan Mailing List).

G-1 General Information:

GMP's Hazardous Waste Storage Facility is collocated with GMP's Electrical Maintenance Facility (EMF) on Greens Hill Lane, Rutland, Vermont. The EMF consists of electrical equipment testing and repair shops, a gas turbine generating unit, and a fuel oil storage facility (for the gas turbine).

Transformer mineral oil-contaminated absorbents stored in containers is the primary waste stored at the facility. Paint-related wastes, solvents, batteries, lubricating oils, antifreeze, and electrical equipment are also stored at the facility.

The facility does not store wastes that are explosive, reactive, or incompatible; however, the facility does store wastes that are ignitable.

Floods are not a threat as this facility is outside the 100-year flood plain.

A site map of the facility is located at ATTACHMENT G3.

G-2 Emergency Coordinators:

Coordinators for emergency response are available on a 24-hour-per-day seven-day-a-week basis. The coordinators can be reached by telephoning GMP's Central Scheduling Office at 802-747-2153.

Tim Upton and John Greenan are the primary Emergency Coordinators for the hazardous waste storage facility and are responsible for the overall management of the waste facility.

EMERGENCY COORDINATORS

	Name and Home Address	Telephone
Primary	John Greenan 270 Cross Street Quechee, VT 05059	Work: 747-5707 Home: 295-7568 Cell: 770-2195
Primary	Tim Upton 179 School St. Wallingford, VT 05773	Work: 747-5436 Home: 446-3033 Cell: 236-3033
1 st Alternate	Beth Eliason 303 Dugway Road Ripton, VT 05766	Work: 747-5594 Home: 388-0118 Cell: 353-2962

The individuals listed as Emergency Coordinators are responsible for coordinating all emergency measures and are familiar with:

- (1) the facility's contingency plan,
- (2) operations and activities at the facility,
- (3) the location and characteristics of waste handled,
- (4) the location of all records within the facility, and
- (5) the physical layout of the facility.

The Emergency Coordinators have the authority to commit Company resources and to hire contractors to respond to emergency situations. The list of emergency coordinators is contained in all copies of the contingency plan. In addition, the list is available at the hazardous waste storage facility.

Should a release, fire, or explosion involving hazardous waste occur at GMP's Hazardous Waste Storage Facility, an Emergency Coordinator will respond and provide coordination for control of hazardous waste releases, corrective emergency actions, and assistance to local responding emergency services personnel.

G-3 Implementation:

The contingency plan is implemented whenever there is a fire, explosion, or release of hazardous waste that could threaten human health or the environment. An Emergency Coordinator will take immediate actions as required to put out a fire or stop the flow of a release.

G-4 Identification of Hazardous Materials:

Whenever there is a release, fire, or explosion the Emergency Coordinator must immediately identify the character, exact source, amount, and the extent of any released materials. He/she may do this by observation or review of facility records or manifests.

All waste containers have labels that describe their contents. These labels and the facility inventory log can help the Emergency Coordinator and emergency response personnel identify the type and quantity of hazardous materials involved in the emergency.

G-4b See ATTACHMENT G4 (List of Waste Stored).

G-4c Assessment and Notification:

The Emergency Coordinator will assess possible hazards to human health and the environment that may result from a release, fire, or explosion. This assessment will consider:

- (1) the identity, quantity, source, and extent of the release,
- (2) the effects of any hazardous surface-water runoff from water or chemical agents used to control fire and heat-induced explosions, and
- (3) downwind exposures in relation to wind direction.

Whenever the Emergency Coordinator assesses a situation as an emergency, the Coordinator must immediately notify:

- (1) facility personnel using voice, telephone, or fire alarm;
- (2) the Rutland City Fire Department if the emergency involves a fire or the need to evacuate areas outside the facility;
- (3) GMP's Central Scheduling/Control Center;
- (4) the National Response Center; and
- (5) appropriate State agencies through the Vermont Department of Public Safety Dispatcher.

See ATTACHMENT G5 (List of Emergency Phone Numbers.)

If an assessment indicates that evacuation of local areas may be advisable, the Emergency Coordinator will:

- (1) notify the Rutland City Fire Department, GMP's Central Scheduling/Control Center, and the Vermont Department of Public Safety, and
- (2) be on site to advise officials concerning evacuation of local areas.

G-4d Control Procedures for Spills and Releases:

The following emergency procedures must be taken in the event of a leak involving hazardous waste:

- (1) if there is danger of fire, call the Rutland City Fire Department and GMP's Central Scheduling/Control Center,
- (2) if containers are leaking, transfer container contents to a non-leaking container or place the entire leaking containers into an over pack container,
- (3) contain leaked fluid by diking the area with absorbent booms and pads and clay absorbents,
- (4) notify an Emergency Coordinator through GMP's Central Scheduling/Control Center. Be prepared to give the following information:
 - (a) the type and location of the spill or leak,
 - (b) the quantity of material spilled or leaked,
 - (c) whether the spill or leak is near a stream or could enter a stream, and
 - (d) the Emergency Coordinator will provide advice concerning cleanup and disposal.

See APPENDIX G6 (List of Emergency Equipment)

Spill Reporting:

Spills involving Reportable Quantities will be reported to the National Response Center and Vermont Agency of Natural Resources as soon as possible. It is the responsibility of the primary Emergency Coordinators to report a spill to the following agencies using the criteria listed below:

- (a) All leaks that pose or have potential of posing a threat to human health or the environment will be immediately reported to:

The Vermont Agency of Natural Resources
Waste Management & Prevention Division
One National Life Drive – Davis 1,
Montpelier, Vermont
Tel: (802) 828-1138 (8:00 a.m. to 4:00 p.m.), or

Vermont Department of Public Safety Dispatcher
Tel: (802) 244-8727 or 800-641-5005 (available 24 hours a day)

- (b) All leaks which constitute an RQ amount of a Hazardous Substance or any spill reaching a waterway will immediately be reported to the:

National Response Center
Washington, D.C.
Tel: 800-424-8802 (available 24 hours a day)

The following information should be made available for reporting a spill:

- (1) name and location of facility,
- (2) source of spill,
- (3) time spill was first observed,
- (4) estimate of quantity and type of oil spilled (include PCB content if known).
- (5) weather conditions,
- (6) measures taken to contain spill,
- (7) measures taken or planned for proper cleanup, and
- (8) name and telephone number so that caller can be reached for further information or updates of progress.

Spill Cleanup:

In cases where an oil spill cleanup cannot be completed by facility personnel or where extensive material and equipment are necessary to perform the cleanup, one or more spill contractors will be contacted by an Emergency Coordinator to perform the work:

Spill Contractors:

See ATTACHMENT G7 (Spill Contractors)

Cleanup Procedures:

All cleanup and repairs must be initiated within 24 hours of discovery of spill. The following procedures must be used when responding to container leaks:

- (a) To ensure protection of personnel:

- (1) appropriate protective clothing must be worn to avoid skin contact when handling PCBs and PCB-contaminated material. Protective clothing may include disposable overboots, gloves, and overalls;
 - (2) oil-filled electrical equipment is considered to be contaminated with 50-499 ppm PCB unless it has been tested by lab analysis or screened with a PCB screening kit, or is marked non-PCB;
 - (3) PCBs must be handled in a well-ventilated area. Avoid inhalation of fumes or direct contact with skin;
 - (4) if PCBs are splashed into eyes, flush with water for 15 minutes, then consult a physician; and
 - (5) skin that has come into contact with PCB fluid should first be washed with waterless soap and wiped with disposable towels. Towels should then be disposed of as PCB waste. The skin should then be washed thoroughly with warm water and soap, especially before eating, drinking, smoking, or using toilet facilities.
- (b) Use the following procedures to ensure cleanup of gravel, soil, or vegetation:
- (1) use floor-dry or other absorbents material where released material is puddled or concentrated;
 - (2) remove all contaminated soil or vegetation;
 - (3) place cleanup material into 55-gallon drums;
 - (4) replace material removed with clean fill of a like nature;
 - (5) free-standing liquids in dikes or containment areas should be pumped into 55-gallon drums; and
 - (6) leaking drums should have their contents transferred into non-leaking containers or be over-packed into larger drums.

Tank Spills and Leaks:

Hazardous Wastes are not stored in tanks.

Emergency Response and Fire Control Procedures:

Most wastes stored at the facility are mineral oils generated during maintenance of electrical equipment. Other oils commonly in storage are gear oils generated from hydroelectric station maintenance and automotive-type oils such as hydraulic oil and engine oil. These oils have high flash points and do not have serious fire or explosion potential. Small quantities of ignitable wastes are stored at the facility. All wastes are kept away from ignitable sources.

A person discovering a fire will:

- (a) activate the fire alarm system and notify the Emergency Coordinator through GMP's Central Scheduling/Control Center,
- (b) initiate evacuation of the facility, and

- (c) attempt to put out the fire in accordance with GMP General Safety Standards.

After being evacuated, facility personnel will report to the assembly area (located at the main gate) and the worker-in-charge will account for facility personnel. See ATTACHMENT G8 (Facility Evacuation Routes) for a drawing of evacuation routes and the assembly area location.

Upon notification of a fire, an Emergency Coordinator will do the following:

- (a) identify the character, exact source, amount, and the extent of any released materials and determine the source and extent of the fire,
- (b) stop the flow of materials that may cause the fire to spread to other areas of the facility and ensure all releases of hazardous materials including water runoff have been stopped and contained,
- (c) ensure that fires, explosions, and releases do not occur, recur, or spread to other areas within the facility,
- (d) assess the hazards to human health and the surrounding local population. If evacuation of local areas is deemed advisable, the Emergency Coordinator must notify local and State authorities and be available to assist them in their decision making,
- (e) upon arrival of the responding fire department, the Emergency Coordinator will make himself known to the responding fire chief or fire department supervisor. The fire department will be responsible for coordinating the response or possible evacuation,
- (f) upon receiving the all-clear signal from the Rutland City Fire Chief or a responsible fire department supervisor, an Emergency Coordinator will inspect the facility. Only after the facility has been determined to be safe will workers be allowed to return,
- (g) provide for treatment, storage, and disposal of recovered waste, contaminated soil, or surface water or any other contaminated material that results from the fire,
- (h) ensure that all emergency equipment listed in the contingency plan is cleaned and fit for its intended purpose,
- (i) create a record in the emergency notification reporting log stating the date and details of the incident requiring implementation of this plan, see ATTACHMENT G9 (Emergency Notification and Reporting Log), and
- (j) file a written report within 15 days to appropriate State and Federal agencies. (See paragraph G-8 for reporting requirements.)

G-4e Prevention of Recurrence or Spread of Fires, Explosions, or Releases:

During an emergency, an Emergency Coordinator will take all reasonable measures necessary to ensure that fires, explosions, and releases do not occur, recur, or spread to other hazardous wastes stored at the facility. These measures may include stopping processes and operations, collecting and containing released wastes or removing containers from a danger area. During an emergency situation, routine operations such as loading and unloading waste will stop.

G-4f Storage and Treatment of Released Material:

Hazardous wastes released as a result of a spill, fire, or explosion will be collected and stored in approved containers until the materials are shipped for disposal. Soils, vegetation, and debris contaminated by any hazardous waste as a result of a spill, fire, or explosion will also be collected and stored for disposal. Special attention will be paid to opportunities to dike water runoff from fire fighting as this water may be contaminated.

It is the responsibility of an Emergency Coordinator to make arrangements for storage and disposal of all released materials. If the amount of collected materials is greater than the facility's storage capacity or if the storage areas are unusable because of an emergency, arrangements will be made to ship the released material as quickly as possible. If wastes have been mixed due to the emergency situation, care will be taken to classify the collected material based on knowledge of what wastes were stored prior to the emergency.

If an emergency situation causes soils and vegetation to become mixed with wastes that are contaminated with varying levels of PCBs, the resultant mixture of collected debris will be classified for disposal at the highest level of PCB contamination that was released.

G-4g Incompatible Waste:

GMP does not generate or store wastes that are incompatible.

G-4h Post Emergency Equipment Maintenance:

Emergency equipment used for cleanup of spills will be checked, cleaned, and made fit for its intended use before routine operations at the facility are resumed. The Emergency Coordinator will inspect equipment used in the emergency and arrange for equipment repair and replacement as necessary. Fire extinguishers will be replaced and spent extinguishers sent for recharging. Spill and first aid kits will be replaced or replenished, pumps will be triple rinsed with non-PCB oil and the rinsate disposed of as a PCB waste. Rakes, brooms, shovels, etc., will be decontaminated.

G-4i Container Spills and Leakage:

Containers stored in the container storage area are inspected daily for leaks and spills. Container contents that may have leaked into the container storage area containment sump will be manually transferred into 55-gallon drums or pumped using a vacuum truck. The contents of containers, which are found to be damaged or leaking, will be transferred into spare containers, which are kept on hand at the facility. If a container is leaking too quickly to effectively transfer its contents, the entire leaking container may be lowered into an overpack drum using the overhead crane located in the container storage area. Prevention of the spread of spilled materials will be accomplished by diking the area with absorbent pads, booms, and floor dry.

G-4j Tank System Spills and Leaks:

Hazardous wastes are not stored in tanks.

G-4k Surface Impoundment Spill and Leakage:

Hazardous wastes are not stored in surface impoundments.

G-5 Emergency Equipment:

See ATTACHMENT G6 (List of Emergency Equipment) for a list of emergency equipment, its location, and a brief description of its capabilities.

G-6 Coordination Agreements:

Local fire department personnel have toured the site and were given a briefing on the potential hazards of the materials handled. In addition, CV has agreements for emergency oil spill cleanup and decontamination with spill contractors.

Copies of this contingency plan are on file at the facility, at the Rutland City Fire Department, and the Vermont Agency of Natural Resources.

See ATTACHMENT G10 (Coordination Agreements) for copies of coordination letters to emergency response organizations.

G-7 Evacuation Plan:

The building fire alarm is the signal for evacuation. Evacuation routes are identified in ATTACHMENT G8 (Evacuation Routes) to APPENDIX G (CONTINGENCY PLAN) and are posted on worker bulletin boards at the facility. The main gate located at the north end of the facility is the designated assembly area where workers will meet after evacuating.

Upon evacuating the worker-in-charge will:

- (a) notify the Rutland Fire Department from a safe on-site location, and
- (b) attempt to establish a worker head-count.

G-8 Required Reports:

Within 15 days after an incident, an Emergency Coordinator will submit a written report describing the incident to the Agency of Natural Resources. This report will include:

- (a) name, addresses, and telephone number of the owner or operator,
- (b) name, address, and telephone number of the facility,
- (c) date, time, and type of incident (e.g., fire, explosion),
- (d) type and quantity of material involved,
- (e) extent of injuries,
- (f) an assessment of actual or potential hazards to human health or the environment, and
- (g) estimated quantity and disposition of recovered material that resulted from the incident.

ATTACHMENT G1 (Record of Changes) to APPENDIX G (CONTINGENCY PLAN) to GMP's Hazardous Waste Storage Facility Certification

RECORD OF CHANGES

CHANGE NUMBER	DATE OF CHANGE	DATE CHANGE POSTED	SIGNATURE OF PERSON POSTING THE CHANGE

ANNUAL REVIEW

DATE REVIEWED	REVIEWERS NAME

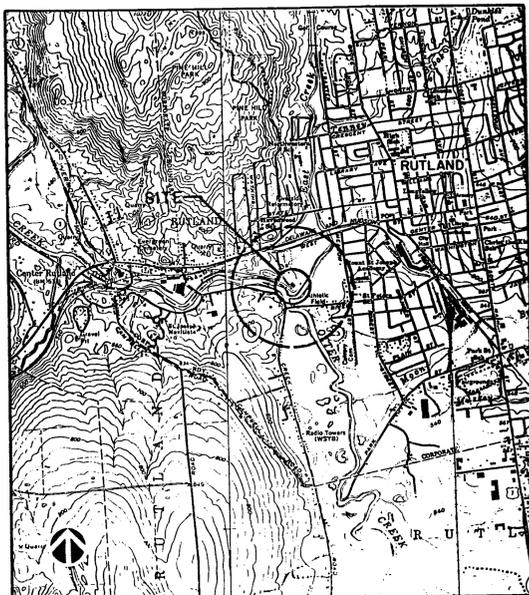
CONTINGENCY PLAN MAILING LIST

1. Robert Schlachter, Chief
Rutland City Fire Department
104 Center Street
Rutland, Vermont 05701
2. Thomas W. Huebner, President
Rutland Regional Medical Center
160 Allen Street
Rutland, Vermont 05701
3. James A. Finger, Chief Executive Administrator
Regional Ambulance Service
275 Stratton Road
Rutland, Vermont 05701
4. Anthony Bossi, Chief
Rutland City Police Department
108 Wales St.
Rutland, Vermont 05701

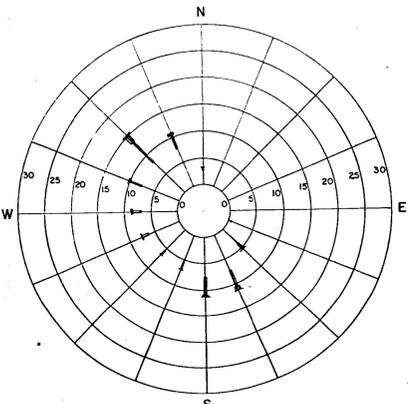
12	11	10	9	8	7	6	5	4	3	2	1
OVERLAY	KEY	SCREEN	REVISION	DATE	BY	DATE	BY	DATE	BY	DATE	BY

13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55
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56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74
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LOCATION MAP
SCALE: 1" = 2000'

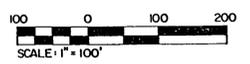
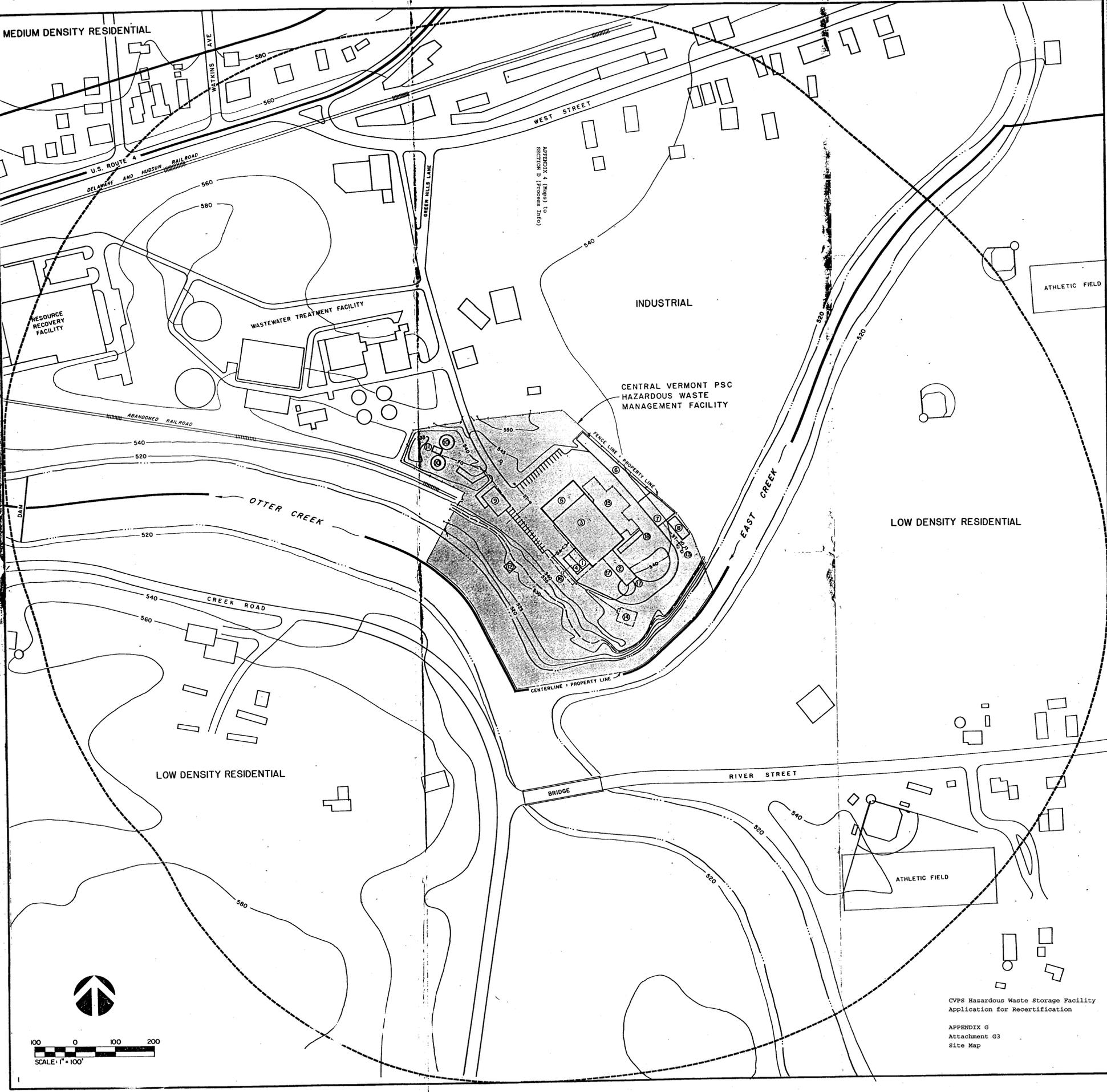


WIND ROSE

- LEGEND**
- 1000' LIMIT AROUND FACILITY
 - LAND USE BOUNDARY
 - 1/4 MILE LIMIT AROUND FACILITY (REFER TO LOCATION MAP)
 - 100 YEAR FLOOD ELEVATION
 - SECURITY FENCE
 - SECURITY FENCE GATE
 - A FIRE HYDRANT
 - FUEL OIL PIPING
 - SANITARY SEWER PIPING
 - STORM SEWER PIPING
 - CATCH BASIN
 - INDEX TO ACTIVITIES WITHIN FACILITY
 - * ① OIL STORAGE (PCB OIL TANKS)
 - * ② COVERED DOCK (HAZARDOUS CONTAINER STORAGE AREA)
 - * ③ TRANSFORMER/ELECTRICAL MAINTENANCE BLDG.
 - * ④ UNLOADING/CONTAINMENT AREA
 - * ⑤ VEHICLE STORAGE AREA
 - * ⑥ CONSTRUCTION MATERIAL LAYDOWN AREA
 - * ⑦ SMALL TRANSFORMER STORAGE AREA
 - * ⑧ STORAGE BUILDING
 - * ⑨ COVERED STORAGE AREA
 - * ⑩ FUEL OIL TANK
 - * ⑪ FUEL OIL PUMP HOUSE
 - * ⑫ SCREEN HOUSE (INACTIVE)
 - * ⑬ DRYWELLS FOR SMALL TRANSFORMER STORAGE AREA
 - * ⑭ SANITARY ABSORPTION TRENCH FIELD
 - * ⑮ SUBSTATION YARD
 - * ⑯ DRYWELL FOR UNLOADING AREA
 - * ⑰ LOADING/UNLOADING AREA FOR COVERED DOCK
 - * ⑱ TURBINE
 - * INDICATES HAZARDOUS WASTE STORAGE ACTIVITIES

NOTES

1. FACILITY IS LOCATED AT 43°36'10" LATITUDE AND 72°59'36" LONGITUDE.
2. THERE ARE NO KNOWN WELLS LOCATED WITHIN 1/4 MILE OF THE FACILITY (REFER TO LOCATION MAP).
3. LAND USE INFORMATION FROM CITY OF RUTLAND ZONING PLAN.
4. TOPOGRAPHIC MAP INFORMATION FROM STATE OF VERMONT BASE MAP SHEET NO. 112122 DATED 1978; FIELD SURVEY DATED AUGUST 31, 1987; AND AVAILABLE USGS TOPOGRAPHY MAPPINGS.
5. 100 YEAR FLOOD ELEVATION FROM FEDERAL FLOOD INSURANCE STUDY FOR THE CITY OF RUTLAND, VERMONT DATED OCTOBER 1977. THE 100 YEAR FLOOD ELEVATION HAS BEEN DETERMINED TO BE 532.0 AT THE CONFLUENCE OF EAST CREEK WITH OTTER CREEK.
6. THIS SHEET HAS BEEN PREPARED IN ACCORDANCE WITH TITLE 40 CFR PART 270.14 (b) (19).



CVPS Hazardous Waste Storage Facility
Application for Recertification

APPENDIX G
Attachment G3
Site Map

IT IS A VIOLATION OF THE LAW FOR ANY PERSON UNLESS HE IS ACTING UNDER THE DIRECTORSHIP OF A LICENSED PROFESSIONAL ARCHITECT OR ENGINEER TO ALTER THE DRAWINGS OR SPECIFICATIONS HEREON WITHOUT THE WRITTEN CONSENT OF STETSON-HARZA COMPANY.

Stetson-Harza
A HARZA COMPANY
185 Genesee Street, Utica, NY 13501 / (315) 799-5800
185 Genesee Street, Troy, NY 12180 / (518) 265-5800

Central Vermont Public Service Corporation
FACILITY RENOVATIONS

PROJECT NO. 4215

REVISION	DATE	BY
DATE	3-24-88	NDS
DRAWN BY		NDS
CHECKED BY		
APPROVED		
SCALE	1" = 100'	

SHEET TITLE

TOPOGRAPHIC MAP

SHEET NO.

ATTACHMENT

LIST OF HAZARDOUS WASTE STORED

WASTE STORED IN CONTAINERS	LOCATION
>50 ppm PCB oily rags, absorbents, filters, soil	container storage area
<50 ppm PCB oily rags, absorbents, filters, soil	container storage area
<50 ppm PCB oil and water mix	container storage area
electrical equipment	container storage area
Batteries	container storage area
paint, thinners, and solvent mixes	container storage area
gasoline, diesel, and water mixes	container storage area
Antifreeze	container storage area
metal cutting fluid	container storage area
lead based paint chips and leaded material	container storage area
mercury devices/contaminated debris (non-UVW)	container storage area

EMERGENCY RESPONSE PHONE NUMBERS

GMP Central Scheduling: 802-747-2153

Emergency Response Coordinators:

Primary: John Greenan
Work number 802-747-5707
Home number 802-295-7568

Primary: Tim Upton
Work number 802-747-5436
Home number 802-446-3033

Alternates: Beth Eliason
Work number 802-747-5594
Home number 802-388-0118

Rutland City Fire Department 911

Rutland City Police Department 911

Rutland Regional Medical Center 911

Vermont Department of Public Safety 802-244-8727 or 800-641-5005

National Response Center 800-424-8802

Spill Contractors See APPENDIX G7 (List of Spill Contractors)

LIST OF EMERGENCY EQUIPMENT

FIRE EMERGENCY EQUIPMENT	APPROPRIATE USE	LOCATION
Halon Fire Extinguisher	Class A, B, C fires	room 210, east wall
Dry Chemical Fire Extinguisher	Class A, B, C fires	transformer shop, door 106A
CO2 Fire Extinguisher	Class A, B, C fires	transformer shop , door 106A transformer shop, spay booth transformer shop, door 102 corridor, door 114 EMAC shop, south wall tank storage room, south wall container storage area
Fire Alarm Control Panel: located in room 101		

SPILL EQUIPMENT

SPILL EMERGENCY EQUIPMENT	APPROPRIATE USE	LOCATION
*Spill Kits	used to respond to small spills	pump room (room 117) container storage area transformer shop tank storage area
Spill Cleanup Tools	shovels, rakes, brooms for spill response	container storage area
Over-pack Drums	used to overpack leaking 55 gallon drums	container storage area
55-gallon open-head and closed-head drums	used for spill cleanup	container storage area

DECONTAMINATION EQUIPMENT

DECONTAMINATION EQUIPMENT	APPROPRIATE USE	LOCATION
Eye Wash Station	permanently installed basins used for flushing eyes	transformer shop EMAC shop, west wall EMAC shop, room 106
Chemical Burn Kits	one quart of buffer solution for neutralizing acid or alkaline burns from batteries	transformer shop, door 104 EMAC shop, room 106
Showers	may be used for general emergency decontamination	women's showers, room 115 men's showers, room 220

MISCELLANEOUS EQUIPMENT

EQUIPMENT	APPROPRIATE USE	LOCATION
Blanket Stretcher	emergency stretcher	corridor 112, door 114
Emergency Oxygen	not a SCBA	corridor 112, door 114
First Aid Kit	small work-bench style kits	corridor 112, door 114 office 210, west wall

* spill kit contents

55-gallon open-head drum with cover
absorbents pads 18" x 18"
50 pounds of clay absorbent
two pair of disposable coveralls
two pair of overboots
two pair of disposable gloves
two pair of protective goggles

SPILL CONTRACTORS

Environmental Products and Services, Inc.
802-862-1212

Clean Harbors of Albany
518-434-0149
800-633-0666

ENPRO Services of Vermont
802-860-1200
800-966-1102

ECS Consulting
802-257-1195
888-718-1195

EMERGENCY NOTIFICATION AND REPORTING LOG

1. Date and Time of Report: _____

2. Person Reporting:

Name: _____

Title: _____

Address: _____

Telephone: _____

3. Location of Incident:

Name of Facility: _____

Date and Time of Incident: _____

Address of Facility: _____

Telephone Number of Facility: _____

4. Type and Quantity of Materials Involved:

Type of Material: _____

Quantity of Materials: _____

5. Injury or Property Damage? If yes, explain:

6. Assessment of Actual or Potential Hazards to Human Health or the Environment:

7. The Cause of the Incident:

8. Was Released Material and Runoff Contained? YES or NO

If contained, explain how this was done. If not contained, describe the scene in detail:

9. Quantity and Disposition of Recovered Material:

10. Vehicle Information (if a vehicle is involved):

Type of Vehicle: _____

VIN number: _____

Driver's Name: _____

11. Weather Conditions: (e.g., daylight or darkness, temperature, rain, snow, cloudy, windy)

12. Any Agency or Emergency Personnel at the Scene? If YES, what department?

13. Residential or Commercial Areas Nearby? YES or NO

14. Downwind Hazards? YES or NO If yes, explain:

15. Notification of Incident:

Rutland City Fire Department (911)

ATTACHMENT G9 (Emergency Notification Reporting Log) to APPENDIX G (CONTINGENCY PLAN) to GMP's Hazardous Waste Storage Facility Certification

Time Notified: _____

Person Receiving Report: _____

Comments Received: _____

GMP Central Scheduling (747-2153)

Time Notified: _____

Person Receiving Report: _____

Comments Received: _____

Vermont Department of Public Safety (800-641-5005)

Time Notified: _____

Person Receiving Report: _____

Comments Received: _____

Vermont Agency of Natural Resources (828-1138)

Time Notified: _____

Person Receiving Report: _____

Comments Received: _____

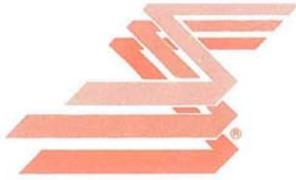
National Response Center (800-424-8802)

Time Notified: _____

Person Receiving Report: _____

Comments Received: _____

16. Cleanup Action:



Central Vermont Public Service Corporation

May 3, 2012

Robert L. Schlachter, Chief
Rutland City Fire Dept.
104 Center St.
Rutland, VT 05701

Dear Chief Schlachter:

State and federal hazardous waste regulations require the operators of a facility that stores hazardous waste to maintain a contingency plan for responding to emergency releases, and to coordinate with local providers of emergency services. Central Vermont Public Service Corporation operates a permitted hazardous waste storage facility, and has requested renewal of the permit from the Vermont Division of Waste Management.

We would welcome the opportunity to provide you and your staff with a tour of the facility, so that you will be familiar with our operations in the unlikely event that an incident at the facility requires you to provide emergency services.

Thank you for your consideration. If you would like to tour the facility, or if you have any questions or concerns related to the design or operation of the facility, you may call John Greenan (747-5707) or me (747-5436) any time.

Sincerely,

A handwritten signature in black ink that reads "Tim Upton". The signature is written in a cursive, slightly slanted style.

Tim Upton
Manager, Environmental Affairs



Central Vermont Public Service Corporation

May 3, 2012

Anthony Bossi, Chief
Rutland City Police Dept.
108 Wales St.
Rutland, VT 05701

Dear Chief Bossi:

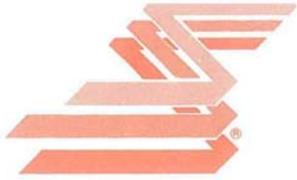
State and federal hazardous waste regulations require the operators of a facility that stores hazardous waste to maintain a contingency plan for responding to emergency releases, and to coordinate with local providers of emergency services. Central Vermont Public Service Corporation operates a permitted hazardous waste storage facility, and has requested renewal of the permit from the Vermont Division of Waste Management.

We would welcome the opportunity to provide you and your staff with a tour of the facility, so that you will be familiar with our operations in the unlikely event that an incident at the facility requires you to provide emergency services.

Thank you for your consideration. If you would like to tour the facility, or if you have any questions or concerns related to the design or operation of the facility, you may call John Greenan (747-5707) or me (747-5436) any time.

Sincerely,

Tim Upton
Manager, Environmental Affairs



Central Vermont Public Service Corporation

May 3, 2012

James A. Finger, Chief Executive Administrator
Regional Ambulance Service, Inc.
275 Stratton Rd.
Rutland, VT 05701

Dear Mr. Finger:

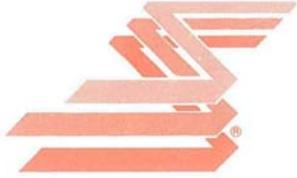
State and federal hazardous waste regulations require the operators of a facility that stores hazardous waste to maintain a contingency plan for responding to emergency releases, and to coordinate with local providers of emergency services. Central Vermont Public Service Corporation operates a permitted hazardous waste storage facility, and has requested renewal of the permit from the Vermont Division of Waste Management.

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Thank you for your consideration. If you would like to tour the facility, or if you have any questions or concerns related to the design or operation of the facility, you may call John Greenan (747-5707) or me (747-5436) any time.

Sincerely,

Tim Upton
Manager, Environmental Affairs



Central Vermont Public Service Corporation

May 3, 2012

Thomas W. Huebner, President
Rutland Regional Medical Center
160 Allen St.
Rutland, VT 05701

Dear Mr. Huebner:

State and federal hazardous waste regulations require the operators of a facility that stores hazardous waste to maintain a contingency plan for responding to emergency releases, and to coordinate with local providers of emergency services. Central Vermont Public Service Corporation operates a permitted hazardous waste storage facility, and has requested renewal of the permit from the Vermont Division of Waste Management.

We would welcome the opportunity to provide you and your staff with a tour of the facility, so that you will be familiar with our operations in the unlikely event that an incident at the facility requires you to provide emergency services.

Thank you for your consideration. If you would like to tour the facility, or if you have any questions or concerns related to the design or operation of the facility, you may call John Greenan (747-5707) or me (747-5436) any time.

Sincerely,

Tim Upton
Manager, Environmental Affairs

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input checked="" type="checkbox"/> <i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>Josephine Fichelli</i> C. Date of Delivery <i>5/9/12</i></p>
<p>1. Article Addressed to:</p> <p><i>THOMAS HUEBNER</i> <i>RRMC</i> <i>160 ALLEN ST.</i> <i>RUTLAND, VT 05701</i></p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>
<p>2. Article Number (Transfer from service label) <i>7004 1160 0004 5368 3648</i></p>	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input checked="" type="checkbox"/> <i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery <i>5/5/12</i></p>
<p>1. Article Addressed to:</p> <p><i>ROBERT SCHLAGTER</i> <i>RUTLAND CITY FD</i> <i>104 CENTER ST.</i> <i>RUTLAND, VT 05701</i></p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>
<p>2. Article Number (Transfer from service label) <i>7004 1160 0004 5368 3679</i></p>	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input checked="" type="checkbox"/> <i>Kora Y. Moore</i> <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <input type="checkbox"/> C. Date of Delivery 5/7</p>
<p>1. Article Addressed to:</p> <p><i>ANTHONY BOSSI RUTLAND PD 108 WALES ST. RUTLAND, VT 05701</i></p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number (Transfer from service label) <i>7004 1160 0004 5368 3662</i></p>	
<p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540</p>	

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input checked="" type="checkbox"/> <i>Diane L. Haven</i> <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <input type="checkbox"/> C. Date of Delivery <i>Diane L. Haven</i> 5/7/12</p>
<p>1. Article Addressed to:</p> <p><i>JAMES FINGER RAS, INC. 275 STRATTON RD. RUTLAND, VT 05701</i></p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number (Transfer from service label) <i>7004 1160 0004 5368 3655</i></p>	
<p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540</p>	

APPENDIX H: PERSONNEL TRAINING

ATTACHMENTS:

- ATTACHMENT H1 (24-hour HAZWOPER Initial Training Outline)
- ATTACHMENT H2 (8-hour HAZWOPER Annual Refresher Training Outline)
- ATTACHMENT H3 (DOT Hazardous Materials Training Outline)
- ATTACHMENT H4 (Hazardous Waste Generator Training Outline)
- ATTACHMENT H5 (Job Titles and Descriptions)
- ATTACHMENT H6 (Training Directors' Resumes)
- ATTACHMENT H7 (GMP's Hazardous Waste Operations (HAZWOPER) Written Program)

H. PERSONNEL TRAINING

H-1 Outline of the Training Program.

Outline of the Training Program:

See ATTACHMENT H1 (24-hour HAZWOPER Initial Training Outline)
See ATTACHMENT H2 (8-hour HAZWOPER Annual Refresher Training Outline)
See ATTACHMENT H3 (DOT Hazardous Materials Training Outline)
See ATTACHMENT H4 (Hazardous Waste Generator Training Outline)

In accordance with 29 CFR 1910.120(p)(7), GMP personnel that work in its hazardous waste storage facility have completed 24 hours of initial training and thereafter completed eight hours refresher training annually. As part of the 24 hours of initial training, workers are taught to respond to emergencies involving hazardous wastes.

Persons completing initial and refresher training have certificates on file at the storage facility attesting to their successful completion of training.

Because workers at the TSD facility ship DOT hazardous materials, they must complete DOT Hazardous Materials training in accordance with 49 CFR 172 subpart H. This DOT training requires sustainment training every three years.

Storage facility workers also generate hazardous waste as a function of their primary jobs as transformer repairmen and are required to annually complete hazardous waste generator training required by Vermont Hazardous Waste Regulations.

H-1a Job Titles and Descriptions

Job titles and descriptions for persons working at the hazardous waste storage facility are provided in ATTACHMENT H5 (Job Titles and Descriptions)

H-1b Training Content, Frequency, and Techniques:

The two TSDF workers, the two Emergency Coordinators, and the TSDF Supervisors have completed a 24-hour training course, conducted by Industrial Hygienics Corporation, as required by 29 CFR 1910.120, the Hazardous Waste Operations and Emergency Response standard. Annually thereafter, the TSDF workers and the Emergency Coordinators complete an 8-hour annual refresher course, taught by the Hazardous Materials Coordinators or the Training and Development Coordinator, also required by OSHA's Hazardous Waste Operations and Emergency Response standard.

The training technique uses both classroom and practical methods. The classroom training includes time for a regulatory overview of pertinent EPA, DOT, and State regulations, a review of the facility's written operating procedures, such as inspection procedures for example, the facility's Contingency Plan, location of records, and a review of the tasks required of the TSDF workers' job descriptions and the Emergency Coordinators' job description. The practical training requires students to perform an inspection, log in a drum of waste, and locate various records.

H-1c Training Directors:

GMP's Hazardous Materials Coordinators serve as the facility's training directors. The directors are responsible for planning, implementing, and recording required training and for staying current on regulatory changes concerning training requirements. See ATTACHMENT H6 (Training Directors Resumes).

H-1d Relevance of Training to Job Position:

The facility is very small, having only two part-time workers. The TSDF workers and the two Emergency Coordinators receive the same training as some cross-training of such a small work force is essential for long term operations; therefore, all training provided is relevant to both job classifications.

H-1e Training for Emergency Response:

The two TSDF workers, the TSDF Supervisor, and the two Emergency Coordinators are trained to respond to emergency situations using the Facility's Contingency Plan as a training outline. Training topics include: the location and use of emergency equipment and signals, identification of hazardous materials that may have been released, how to assess the situation, control procedures for released materials, incident reporting, spill cleanup, fire control procedures, prevention of recurrence or spread of fires and releases, storage of released materials, post-emergency equipment maintenance, and the evacuation plan.

H-2 Implementation of the Training Program:

Training records on current personnel will be kept until closure of the facility. Training records on former employees will be kept for three years after the last date that the employees worked at the facility.

Employees will be required to sign an attendance sheet at all training sessions. The signed attendance sheet will serve as verification that the employee has received EPA, OSHA, DOT, or State required training to work at the facility.

For additional information related to TSD facility training see ATTACHMENT H7 (GMP's Written Safety and Health Plan for Hazardous Waste Operations, (HAZWOPER).

CERTIFICATE OF ACHIEVEMENT

This is to certify that

ATTACHMENT H1:
HAZWOPER Training Certifications

TIMOTHY O. UPTON

has achieved recognition for completing

OSHA 40-HOUR HEALTH & SAFETY COURSE FOR HAZARDOUS
WASTE OPERATIONS AND EMERGENCY RESPONSE

(29 CFR 1910.120)

Presented by:

INDUSTRIAL HYGIENICS CORPORATION
131 Dorset Lane
Williston, VT 05495

Certificate #8165 is granted this 22nd day of April, 2005


Hugh McBride, Director of Training

CERTIFICATE OF ACHIEVEMENT

This is to certify that

ELIZABETH ELIASON

has achieved recognition for completing

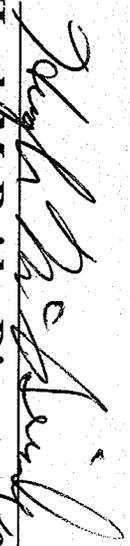
OSHA 40-HOUR HEALTH & SAFETY COURSE FOR HAZARDOUS
WASTE OPERATIONS AND EMERGENCY RESPONSE

(29 CFR 1910.120)

Presented by:

INDUSTRIAL HYGIENICS CORPORATION
131 Dorset Lane
Williston, VT 05495

Certificate #10351 is granted September 19, 2008


Hugh McBride, Director of Training

CERTIFICATE OF ACHIEVEMENT

This is to certify that

DAVID T. FITZGERALD

has achieved recognition for completing

OSHA 40-HOUR HEALTH & SAFETY COURSE FOR HAZARDOUS
WASTE OPERATIONS AND EMERGENCY RESPONSE
(29 CFR 1910.120)

Presented by:

INDUSTRIAL HYGIENICS CORPORATION
131 Dorset Lane
Williston, VT 05495

Certificate #12149 is granted August 14, 2009


Hugh McBride, Director of Training

CERTIFICATE OF ACHIEVEMENT

This is to certify that

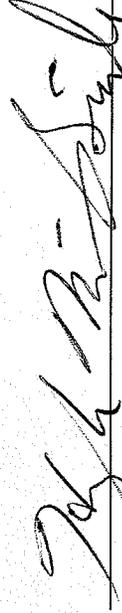
W. BARRY DONOVAN

has achieved recognition for completing

**OSHA 40-HOUR HEALTH & SAFETY COURSE FOR HAZARDOUS
WASTE OPERATIONS AND EMERGENCY RESPONSE**
(29 CFR 1910.120)

Presented by:
INDUSTRIAL HYGIENICS CORPORATION
131 Dorset Lane
Williston, VT 05495

Certificate #13700 is granted this 18th day of November, 2011



Hugh McBride, Director of Training

CERTIFICATE OF ACHIEVEMENT

THIS IS TO CERTIFY THAT

JOHN C. GREENAN

Has achieved recognition for completing

OSHA 40-HOUR (29 CFR 1910.120) HEALTH & SAFETY COURSE FOR
HAZARDOUS WASTE OPERATIONS AND EMERGENCY RESPONSE

PRESENTED BY

INDUSTRIAL HYGIENICS CORPORATION
13 Dorset Lane
Williston, VT 05495
(802) 879-2711

Certificate # 1500 is granted this 15th day of March 1996

Richard Detrick, President

Hugh McBride, Director of Training

8-hour Refresher Training Outline

1. Regulatory Review:

Discussion concerning the Code of Federal Regulation titles 29, 40, and 49 and how each regulates activities of the Facility. Further discussion concerning how the State may adopt and enforce Federal regulations and perhaps make them more stringent.
2. TSCA - PCB Regulations: Discussion of wastes received and how each is managed at the facility.
3. RCRA - Vermont Hazardous Waste Regulations: Discussion of wastes received and how each is managed at the facility
4. Waste Analysis Plan: Discussion concerning the purpose of the plan and how it is implemented.
5. Facility Contingency Plan: Review of the plan and actions and responsibilities required of Emergency Coordinators and Hazardous Materials Technicians. Discussion of scenarios that would require the contingency plan to be implemented.
6. OSHA Incident Command System: Discussion of OSHA's Incident Command System and how CV's Emergency Coordinators fit into the system during emergency response at the facility.
7. Review the Facility Daily Inspection log.

DOT HAZARDOUS MATERIALS SHIPPER TRAINING OUTLINE

1. Shipping papers:
 - (a) proper shipping names
 - (b) hazard classes
 - (c) identification numbers
 - (d) packing group
 - (e) communication requirements
2. DOT labels
3. DOT placards
4. DOT containers
5. The hazardous waste manifest used as a shipping paper

HAZARDOUS WASTE GENERATOR TRAINING OUTLINE

1. Satellite waste accumulation rules.
2. Marking and labeling drums of hazardous waste
3. Storing full drums of hazardous waste
4. Procedures specific to Transformer Shop satellite containers:
 - (a) Operating Procedure 601 - Hazardous Waste container management for the Transformer Shop oil drain area
 - (b) Operating Procedure 602 - Hazardous Waste container management for the Transformer Shop paint spray booth liquids drum
 - (c) Operating Procedure 603 - Hazardous Waste container management for the Transformer Shop paint spray booth solids drum

CENTRAL VERMONT PUBLIC SERVICE CORPORATION
Position Description

X UNION
 OFFICE & CLERICAL
 EXEMPT

POSITION TITLE: Transformer Repairer-1st Class

JOB CODE: 8600

PREPARED BY: Ken Garrow

DATE: 9/29/04

APPROVED BY: Grant Adams

BASIC FUNCTION: Perform the work of lower classifications as well as take responsible charge of efficient daily operation of Transformer Shop, and Drum and Tank Storage areas. Duties include supervision of shop personnel

PRINCIPAL RESPONSIBILITIES: (Major Activities)

1. Perform all duties of Transformer Repairer 2nd Class.
2. Oversee daily operation of Transformer Shop, following guidelines and practices established by the Transformer Shop Supervisor.
3. Supervise the waster handling and oversee the daily operation of the Drum and Tank Storage Areas. The Environmental Department will provide necessary training and maintain overall responsibility.
4. Supervise and instruct Transformer Repairers in lower classifications.
5. Must know State and Federal regulations regarding the handling, transporting, and storage of hazardous materials. This includes proper labelling of hazardous waste containers, proper documentation, and correct and safe methods for cleanup of hazardous waste spills. Must be responsible for training other employees in this department.
6. Assure that all shop employees are familiar with and adhere to the safety requirements as established by the Safety Department.
7. Must be responsible for proper documentation of shop activities.
8. Must be responsible for maintaining adequate stock of maintenance materials.
9. Diagnose equipment problems from test results and take proper corrective actions.
10. Determine which equipment is to be repaired and which is to be processed for disposal. This determination will be based on directives from the Transformer Shop Supervisor.
11. Coordinate with Environmental Services Department for proper and timely disposal of materials.
12. Must be responsible for safe and proper storage of oils according to their classification. Must be thoroughly familiar with oil flow system in shop, including proper response to a spill.
13. Oversee oil purification work, providing for reprocessing of oils to meet requirements set by Transformer Shop Supervisor.
14. Keep Transformer Shop Supervisor apprised of all significant shop activities, problems, and needs.
15. Assist Transformer Shop Supervisor in budget preparations.
16. Perform other work so assigned by the Transformer Shop Supervisor.

APPENDIX H
ATTACHMENT H5
Job Titles and Descriptions

QUALIFICATIONS: (Knowledge, Education & Skills)

- A. Applicant must have a high school education and a technical school education in Electrical Technology, or

equivalent. Requirement for technical school education may be waived in instances of demonstrated initiative and competence.

- B. Applicant must have successfully completed factory training schools on recloser and regulator maintenance.
- C. Applicant must have served as Transformer Repairer 2nd Class for at least two years.
- D. Applicant must be physically able to perform all job duties and capable of lifting heavy equipment to accomplish Transformer Repairer duties.
- E. Applicant must maintain a valid Vermont Driver's License.

THE ABOVE DESCRIPTION COVERS THE MOST SIGNIFICANT DUTIES PERFORMED BUT DOES NOT EXCLUDE OTHER OCCASIONAL WORK ASSIGNMENTS NOT MENTIONED.

CENTRAL VERMONT PUBLIC SERVICE CORPORATION
Position Description - Exempt

POSITION TITLE: ENVIRONMENTAL AFFAIRS MANAGER

PREPARED BY: Tim Upton and Cindy Fowler

DATE: October 25, 2006

BASIC FUNCTIONS:

Permit Coordination:

Assume responsibility for CVPS compliance with land use and environmental statutes and rules regarding construction, reconstruction, and relocation of transmission, substation and distribution facilities, and CVPS buildings and related facilities.

Develop and implement policies and work practices to ensure compliance with regulations, and take appropriate steps when necessary to remedy instances of non-compliance. Serve on CVPS Environmental Compliance Committee.

Provide ongoing training to engineering and field operations staff on required practices for maintaining compliance with all applicable laws. Provide staff with information and materials necessary to carry out environmental policies and work practices.

Coordinate with engineering, operations, district, legal, and real estate department employees as needed to determine the best overall project parameters given environmental requirements. Coordinate with environmental and land use regulatory agencies and their employees to create and maintain compliance and positive working relationships. Coordinate the preparation and administrative review of permit applications, and maintain databases of existing permits.

Hazardous Waste Coordination:

Ensure compliance with state and federal regulations governing use, storage and disposal of hazardous wastes and materials. Oversee and manage all hazardous waste operations at the TSD facility and in the districts.

PRINCIPAL RESPONSIBILITIES/ESSENTIAL FUNCTIONS *(those functions involving fundamental nature of job, occupying large portion of employees time or requiring specialized expertise. Ask yourself if the reason this position exists is to perform this function.)*

- Review line extensions, distribution construction and reconstruction, and relocation projects submitted by field personnel to determine jurisdictional requirements of Act 250, wetland and other state and federal environmental regulations. Coordinate with other personnel to ensure permit application and requirement compliance.
2. Apply for or coordinate application for exemptions under applicable statutes listed above, as required.
3. Apply for and obtain permits as required. Coordinate with Engineering, Operations, Legal Department and outside consultants as necessary.
4. Coordinate with field designers to ensure that project design meets the appropriate environmental standards.
5. Work with transmission and substation engineers and legal department to coordinate permit acquisition for transmission and substation projects.
6. Contact and coordinate with the appropriate regulatory agencies to ensure efficient and successful review of applications.
7. Coordinate with the Forestry department to ensure compliance of construction and maintenance trimming.
8. Coordinate with Business Development and Technology to maintain an up-to-date database of permits and permitted facilities.
9. Work with Facilities Department and Telecommunications Department to coordinate permitting of buildings and communications facilities.
10. Design and maintain and on-going permitting training program for Engineering and Operations.
11. Complete hazardous waste determinations for Company wastes
12. Profile wastes with vendors, and schedule shipments for storage and disposal
13. Complete hazardous waste manifests and continuation sheets for transported waste
14. Maintain records and complete annual reporting requirements
15. Understand and apply relevant TSCA, EPCRA, RCRA, DOT, and state regulations
16. Maintain, update, renew, and monitor compliance with, the Company's Hazardous Waste Facility permit, and supervise facility personnel
17. Oversee reporting, response, and remediation related to accidental releases of oil and other hazardous materials
18. Maintain budget

Rev. Date: 10/25/06

19. Proactively work with Regulatory & Legislative bodies to monitor changes in Statutes and Regulations and ensure the Company's interests are represented in the decision-making process
20. Ensure the Company's work practices reflect a commitment to environmental stewardship

PRINCIPAL QUALIFICATIONS:

1. Knowledge of Act 250, Section 248, CUD requirements and other applicable regulations as they pertain to CVPS.
2. Ability to quickly and effectively assess jobs and recognize complexities.
3. Ability to navigate CVPS technical systems (WMS, FRAMME, CIS, on-line encyclopedia).
4. Basic knowledge of GIS.
5. Basic knowledge of utility facilities.
6. Minimum requirement: college degree in associated field.
7. Leadership, human relations, written and oral communication skills, with the ability to deal effectively with people.
8. Organizational, project and time management skills (prioritizing, planning, executing).
9. Maintain a valid drivers' license.
10. Ability to take on other tasks as deemed necessary by supervisor.
11. Ability to explain Environmental Regulations & Engineering requirements to contractors and regulators.
12. Knowledge of TSCA, EPCRA, RCRA, DOT, and other applicable regulations as they pertain to CVPS.
13. Complete OSHA hazardous waste Operations Emergency and Response Training.

EXPECTATIONS FOR ALL EMPLOYEES:

Support the organization's mission, vision and values by exhibiting the following behaviors: teamwork, innovation, mutual respect, and accountability

THE ABOVE DESCRIPTION COVERS THE MOST SIGNIFICANT DUTIES PERFORMED BUT DOES NOT EXCLUDE OTHER OCCASIONAL WORK ASSIGNMENTS NOT MENTIONED.

**POSITION DESCRIPTION
EXEMPT**

Position Title: **Principal Engineer / Environmental**
Reporting To: **Director of Property Management & Support Services**

BASIC FUNCTION

Responsible for managing the majority of environmental compliance functions for the company. Manage all aspects and all phases of environmental projects. Ensure environmental compliance for the company.

Oversee the handling and reporting of hazardous waste to ensure compliance.

PRINCIPAL RESPONSIBILITIES

- 1) Manage sites where the company has environmental liabilities or obligations. Manage all phases of environmental projects, from inception to completion, including, but not limited to, programming, planning, designing, estimating, budgeting, scheduling, bidding, contract negotiations, supervising and coordinating contractors, providing value engineering, project administration, quality control and closeout. Coordinates all these activities while closely adhering to all applicable state and federal requirements and effectively managing specialized consultants.
- 2) Interpret environmental and hazardous waste standards and oversee compliance with, communicate necessary policies and procedures to ensure such compliance.
- 3) Work closely with the Legal Department to develop strategies to limit environmental exposure and liabilities for the company. Key member of the company environmental committee.
- 4) Designated backup for the Hazardous Materials Specialists and , as such, maintains proficiency to assure compliant operations of the Treatment, Storage and Disposal Facility and the proper shipment of company hazardous and non-hazardous waste to and from the facility.
- 5) Designated adjunct engineer to Systems Operations and, as such, provides engineering expertise on project management of major construction projects and also on the compliant operations and maintenance of hydroelectric stations. Integrates environmental compliance requirements with operating procedures.
- 6) Analyze and report as appropriate the company's environmental liabilities to ensure sufficient reserves are being maintained by the company.
- 7) Develop, maintain and manage environmental records for regulatory and legal reporting, financial data, contract documents, drawings, specifications and compliance information.
- 8) Independently develop innovative and efficient solutions to remediate sites and vacant buildings and develop environmental related projects and processes for new and existing buildings.
- 9) Support Services Jr. Engineer will report directly to this position.

- 10) Direct and supervise other SS personnel for specific duties and responsibilities, such as, periodic maintenance at sites requiring monitoring and remediation, drinking water sampling, indoor air quality monitoring, state/federal file review, permit compliance requirements and various environmental reporting.

QUALIFICATIONS

- Environmental Engineering or Civil Engineering Degree required
- Professional registration a plus
- A thorough knowledge of project management, design, system capabilities, permits and approvals processes, operation, maintenance and remediation codes and standards. The ability to track, understand and implement, on a corporate level, legal and regulatory requirements.

ATTACHMENT H6 (Training Directors' Resumes) to APPENDIX H (PERSONNEL TRAINING) to GMP's
Hazardous Waste Storage Facility Certification

Resume of Relevant Education and Experience
Tim Upton
Manager, Environmental Affairs/Hazardous Materials Coordinator

B.S., Psychology, St. Lawrence University, Canton, NY 1988

M.S., Natural Resources Conservation, University of Vermont 1993

M.S.E.L., Environmental Law, Vermont Law School 1995

09/1995 – 06/1999	Land Use Planner Southern Windsor County Regional Planning Commission, Ascutney, VT
06/1999 – 10/2006	Permit Coordinator Central Vermont Public Service Corp., Rutland, VT
10/2006 – 06/2012	Manager, Environmental Affairs Central Vermont Public Service Corporation, Rutland, VT
04/05 – 06/2012	Hazardous Materials Coordinator Central Vermont Public Service Corporation, Rutland, VT
06/2012 – present	Environmental Manager Green Mountain Powre, Colchester, VT

April 22, 2005: OSHA 40-Hour Health & Safety Course for Hazardous Waste Operations and Emergency Response, Industrial Hygienics Corp.

January 28, 2011: Advanced Hazardous Waste Management, Lion Technology, Inc.

March 22, 2010: Shipping Hazardous Materials – Compliance Management, Lion Technology, Inc.

Resume of Relevant Education and Experience
John Greenan
Principal Environmental Engineer/Hazardous Materials Coordinator

B.S., Civil Engineering, Norwich University, Northfield, VT 1984

Registered Professional Engineer – State of Vermont 1988

08/1991 – 06/2012	Staff/Principal Environmental Engineer Central Vermont Public Service Corp., Rutland, VT
02/2005 – 06/2012	Hazardous Materials Coordinator Central Vermont Public Service Corp., Rutland, VT
06/2012 – present	Principal Environmental Engineer Green Mountain Power, Colchester, VT

1995: OSHA 40-Hour Health & Safety Course for Hazardous Waste Operations and Emergency Response, Industrial Hygienics Corp.

OP614 Transformer Shop	GREEN MOUNTAIN POWER	DATE: 6/24/92 REV: 7/17/12 Initials: TOU
SUBJECT: OPERATING PROCEDURE 614; GMP's written OSHA safety and health program for Hazardous Wastes Operations and Emergency Response		

HAZARDOUS WASTE OPERATIONS AND EMERGENCY RESPONSE:

OSHA's Hazardous Waste Operations and Emergency Response Standard, 29 CFR 1910.120 (p), informally known as "HAZWOPER," requires employers to develop a written program that addresses safety and health issues for employees conducting operations in hazardous waste treatment, storage, and disposal facilities (TSD facilities.)

GMP's written program must specifically address: site workplans and personnel organizational structure, training, hazard communication, medical surveillance, decontamination, new technology, material handling, and emergency response.

1. Organizational Structure and Workplan: 1910.120 (p)(1)

The Company's Hazardous Materials Coordinators have supervisory and direct responsibility over operations conducted at GMP's TSD facility. GMP's Transformer Shop, which is attached to the TSD facility, provides the manpower necessary for unloading, storing, inventorying, housekeeping, and facility inspections.

The general workplan for the TSD facility is to receive wastes from GMP departments and service centers and provide for consolidation, storage, and shipment of wastes for disposal. The TSD facility also provides storage of waste mineral oil generated from decommissioning electrical equipment for disposal.

2. Hazard Communication Program: 1910.120(p)(2)

OSHA requires that TSD facilities have a Hazard Communication Program that meets the requirements found in section 1910.1200. (See GMP General Safety Workpractice 353, Hazard Communication Written Program.)

3. Medical Surveillance Program: 1910.120(p)(3)

OSHA requires employers to develop a medical surveillance program for employees working in TSD facilities. In accordance with section 1910.120(p)(3), GMP's written program must comply with requirements for a medical surveillance program found in section 1910.120(f).

Although GMP does have employees who work in TSD facility operations, none of GMP's TSD facility employees are required to have medical surveillance because their work does not trigger medical surveillance requirements as specified in 1910.120(f)(i)(ii) and (iii).

4. Decontamination Program: 1910.120(p)(4)

OSHA requires that employers develop and implement a decontamination program for employees working in TSD facility operations. In accordance with 1910.120(p)(4), GMP's written program must address decontamination requirements found in section 1910.120(k).

APPENDIX H7 (GMP's Written Safety and Health Plan for Hazardous Waste Operations (HAZWOPER) to SECTION H (PERSONNEL TRAINING) to GMP's Hazardous Waste Storage Facility Certification

TSD facility operations are markedly different from hazardous waste cleanup site operations in that worker exposure to hazardous materials is routine at hazardous waste cleanup sites whereas routine worker exposure to hazardous waste is limited at TSD facilities unless a spill occurs.

Personal protective clothing and equipment is used for spill cleanup as appropriate. The protective clothing is disposable and no effort is made to decontaminate it for reuse. Equipment that is used for spill cleanup is decontaminated and reused and typically includes shovels, rakes, and garden hoes. (See Operating Procedure 002, Double Wipe Rinse for PCB Contamination.) TSD workers are provided uniforms and laundry service for the uniforms and the laundry facility has been notified of possible contamination on worker uniforms. The TSD facility is equipped with a locker room and shower so that workers who need to change clothing and shower because of contamination may do so.

5. New Technology: 1910.120(p)(5)

OSHA requires employers to develop and implement procedures for the introduction of effective new technology and equipment developed for the improved protection of employees working with hazardous waste. In accordance with section 1910.120(p)(5), CV's written program must comply with requirements found in section 1910.120(o).

It is the responsibility of GMP's Hazardous Materials Coordinators to stay informed of new materials and methods that protect workers involved in hazardous waste operations. Through sources of information found in professional periodicals and journals, vendor catalogs, sales literature, salespersons, and attendance at training seminars it can be reasonably assured that GMP is aware of new technology as it is developed. As an application for new technology is identified, it is tested to confirm its effectiveness and applicability for our operation.

6. Material Handling: 1910.120(p)(6)

Improper material handling may be the most likely source of worker injury at the TSD facility. The shear weight of hazardous waste containers represents a source of injury to workers and is potentially a greater source of injury to workers than exposure to the actual contents of the containers. To avoid injury, workers are provided with an array of tools to assist in drum handling, are provide time to work at a deliberate pace and accomplish task in a workmanlike manner, and are provided appropriate levels of personal protection to prevent exposure to hazardous wastes. In accordance with 1910.120(p), GMP's written material handling program must comply with requirements found in 1910.120(j)(1)(ii) thru (viii) and (xi) and (j)(3) and (j)(8).

(a) Appropriate containers: 1910.120(j)(1)(ii)

Because all generators that use GMP's TSD facility are GMP generators, we are able to ensure that only approved containers are used. By stocking only approved DOT containers we are able to ensure that containers that are being used for hazardous waste are of the approve type.

(b) Inspection of containers: 1910.120(j)(1)(iii)

As containers are received into the TSD facility they are inspected for signs of leakage. The TSD facility is also inspected daily and inspection of drum integrity is an inspection point. (see: Transformer Shop Operating Procedure 610, Inspection Procedure for the Container Storage Area.)

APPENDIX H7 (GMP's Written Safety and Health Plan for Hazardous Waste Operations (HAZWOPER) to SECTION H (PERSONNEL TRAINING) to GMP's Hazardous Waste Storage Facility Certification

(c) Unlabeled containers: 1910.120(j)(1)(iv)

There are many procedures in place to prevent unlabeled containers from being received into the TSD facility; however, if an unlabeled container is received, TSD facility workers will immediately try to reconcile the container to the manifest to determine the unlabeled container's contents. Unlabeled containers will be considered to contain hazardous materials until such time that an accurate determination can be made.

(d) Site Organization: 1910.120(j)(1)(v)

The TSD facility was designed to facilitate material handling. Unnecessary movement of containers has been eliminated through the design of the facility. Because the facility is equipped with a dock leveler and recessed containment, containers can be unloaded, stored, and loaded by using a forklift truck with drum-grabber attachment. Adequate space has been designed into the container storage area to provide maneuver space for a forklift truck.

(e) Worker warning of hazards during movement of containers: 1910.120(j)(1)(vi)

Because of the excellent container handling characteristics of the TSD facility and the clearly identified materials being handled, employee exposure to containers that may rupture because of a loading and unloading accident is minimized. However, access to the transfer area is limited to essential persons during loading and unloading of hazardous waste to prevent unnecessary worker exposure. Workers essential to the transfer operation are trained to handle material spills by virtue of their OSHA HazComm training and TSD facility training. Entrances into the TSD facility are marked with signs that read: "CAUTION Watch Out for Lift Trucks."

(f) Spill Cleanup materials: 1910.120(j)(1)(vii)

If a container leaks or spills, salvage drums are used to overpack the leaking 55-gallon drum to control the leak or spill. Also, a spill kit with absorbent materials is located in the container storage area. Additional spill kits are located in the transformer shop and the tank farm area.

(g) Major spills: 1910.120(j)(1)(viii)

Containers are stored in an area that is designed to provide permanent containment. By recessing the containment into the floor, the containers are still accessible to forklift trucks.

(h) Removing soil over containers: 1910.120(j)(1)(xi)

This section does not apply to CV's TSD facility operation.

(i) Material handling equipment: 1910.120(j)(3)

Material handling equipment has been selected with reduced health and fire hazards as a consideration. The facility's forklift truck is propane fueled rather than gasoline fueled, the wrench used when opening drums is pneumatic rather than electric, and the wrench used for opening bungs is made of non-sparking bronze alloy.

(j) Shipping and transport: 1910.120(j)(8)

Staging of containers for shipping was addressed in the design of the TSD facility. Maneuver space for a forklift truck has been provided and a dock leveler is used for leveling the facility floor with the truck bed to ensure easy and safe forklift traffic.

APPENDIX H7 (GMP's Written Safety and Health Plan for Hazardous Waste Operations (HAZWOPER) to SECTION H (PERSONNEL TRAINING) to GMP's Hazardous Waste Storage Facility Certification

TSD worker are trained to properly classify and package material and have completed training as required by 49 CFR part 172, subpart H, DOT Hazardous Materials Training.

7. Training Program: 1910.120(p)(7)

Workers assigned duties in the TSD facility receive a minimum of 24-hours of classroom instruction upon initial assignment to the TSD facility and 8-hours of refresher training annually. Workers who have completed this training have a written certification on file attesting to their completion of the training. This certificate is filed with the program of instruction in the TSD facility permit, under Training Program.

8. Emergency response program: 1910.120(p)(8)

OSHA requires that TSD facilities develop and implement a written emergency response plan. Such plans, as required by 1910.120(p)(8), need not duplicate subjects addressed in the contingency plan required by EPA permits for TSD facilities provided that the contingency plan is a part of the OSHA required written emergency response plan. All subjects required by OSHA's written emergency response plans are incorporated into GMP's TSD facility contingency plan and employees are trained in accordance with 1910.120(p)(iii).

APPENDIX I: CLOSURE

ATTACHMENTS:

1. ATTACHMENT I-1 (Final Closure Cost Estimate)
2. ATTACHMENT I-2 (Financial Assurance and Tests)
3. ATTACHMENT I-3 (Independent Certified Public Accountant Report)

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 tanks 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 regulated 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 changed 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, CVPS 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 CVPS 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, run off, or hazardous waste decomposition products to ground or surface water or the atmosphere.

I-1c Maximum Waste Inventory:

The facility' maximum design capacity is 264 fifty-five gallon containers and 18,000 gallons of waste oil. Based on past inventories, 80% of the containers will be media such as oily rags, filters, and soil from routine maintenance work and spill cleanup. Fifteen percent of the container inventory will be oily media contaminated with some level of PCBs. The remaining container inventory will be spent solvents. Of the 18,000 gallons of waste oil, 6,000 gallons are managed as used oil and 12,000 gallons will be PCB-contaminated transformer oil.

I-1d Schedule for Closure:

Notification of intent to close the facility: at least 45 days before Date Closure Starts

Day received last waste shipment = *Day 1*

Date Closure Starts: must be no-later-than 30 days after *Day 1*

Ship wastes off-site: *Day 1 - Day 30*

Decontaminated tanks and piping: *Day 30 - Day 45*

Ship wastes off-site from tank and piping decontamination: *Day 45 - Day 70*

Clean containment areas and set-up sampling grid: *Day 30 - Day 40*

Sample containment areas: *Day 40 - Day 45*

Sample soil vicinity of facility loading-dock doors: *Day 40 -Day 45*

Wait for return of analytical data: *Day 45 - Day 90*

Analyze returned sampling data and decontaminate containment areas or remove soil as necessary: *Day 75 - Day 105*

Ship waste from remediation activity: *Day 105 - Day 135*

Re-sample remediated areas: *Day 105 - Day 135*

Analyze returned sampling data: *Day 135 - 145*

Notification of closure completion: No-later-than 180 days after *Day 1*.

I-1d(1) 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 CVPS 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. CVPS 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.

I-1d(1)(a) Extension 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 setting a PCB sampling grid. (Debris from the containment area cleaning is held until sample data is returned.) After samples are taken and sent to a laboratory, the containment area is cordoned-off as the possibility of needing to decontaminate some areas of the drum containment system may exist. 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 the tanks= associated piping. Once tanks and piping are decontaminated, the tanks= containment area is 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 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 12,000 gallons of PCB-contaminated transformer oil will be shipped by tanker truck to a TSCA-permitted facility and will be incinerated or de-chlorinated of PCBs and then marketed as off-spec used oil. Containerized wastes will be brokered to a hazardous waste disposal company. The disposal company will dispose of the wastes as directed by CVPS. 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 incinerator for destruction as will State listed VT02 wastes.

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

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.

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.

I-1e(3) Closure of Disposal Units:

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

1-1e(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 steamed 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 wipe tested for PCBs. If residual contamination is found, the decontamination process will be repeated as necessary. All wipe samples will be analyzed by the EPA approved laboratory method 8082.

I-1e(6) Closure of Tanks:

Oil in the facility's three waste tanks will be shipped for disposal to a TSCA facility and then workers will enter the tanks so as to decontaminate the tanks and associated piping of 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-1(e)(6) Closure of Waste Piles:

CV's storage facility does not have waste piles

I-1e(7) Closure of Surface Impoundments:

CV's storage facility does not have surface impoundments.

I-1e(8) Closure of Incinerators:

CV does not operate an incinerator.

I-1e(9) Closure of Landfills:

CV does not operate a landfill.

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

CV does not operate a land treatment facility.

I-1e(11) Closure of Miscellaneous Units:

The facility has no miscellaneous units.

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

The facility has no boilers or industrial furnaces.

I-1e(13) Closure of Containment Buildings:

The facility has no containment buildings.

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 in 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. See ATTACHMENT I-1 (Final Closure Cost Estimate) for estimated costs for closure of the facility.

Closure costs are revised whenever changes occur in the closure plan which modify closure costs and annually. A copy of the closure estimate will be filed with the State of Vermont ANR. Closure costs are adjusted annually for inflation as required by 40 CFR 264.

I-5 Financial Assurance Mechanism for Closure:

See ATTACHMENT I-2 (Financial Assurance and Tests) and ATTACHMENT I-3 (Independent Certified Public Accountant Report)

I-5e Financial Test and Corporate Guarantee for Closure:

See ATTACHMENT I-2 (Financial Assurance and Tests)

I-8a(2) Financial Test for Liability Coverage:

See ATTACHMENT I-2 (Financial Assurance and Tests)

FINAL CLOSURE COST ESTIMATE

WASTE INVENTORY REMOVAL		
264 fifty-five gallon drums of PCB contaminated rags, pads, filters, soil, and *solvents.	\$300.00 each for landfill disposal *\$75.00 each for solvent incineration	\$79,200
Waste Oil in Tanks		
Tank T3 (6,000 gallons, nonPCB waste oil)	\$.30/gallon	\$1,800
Tank T4 (6,000 gallons, PCB contaminated oil)	\$.45/gallon	\$2,700
Tank T5 (6,000 gallons, PCB contaminated oil)	\$.45/gallon	\$2,700
TOTAL COST WASTE INVENTORY REMOVAL		\$86,200

DECONTAMINATION LABOR COSTS	
Tank Containment Area (1,700 square feet) x .5 hour/4 sq feet @ 18.00 per hr.	\$3825
North Drum Containment Area (992 square feet) x .5 hour/4 sq feet @ 18.00 per hr.	\$2232
South Drum Containment Area (1420 square feet) x .5 hour/4 sq feet @ 18.00 per hr.	\$3192
Tank T7 and T8 Containment Area (270 square feet) x .5 hour/4 sq feet @ 18.00 per hr.	\$607
Tanks T4 and T5 (\$3,250 each for decontamination)	\$6,500
Tank T3 (\$3,250 each for decontamination)	\$3,250
PCB Piping (2,000 lineal feet) @ \$5.00/ft	\$10,000
TOTAL DECONTAMINATION COSTS	\$29,606

DISPOSAL OF WASH SOLUTIONS

Triple Rinse of 2 PCB Tanks (4,000 gallons of solvent)	\$ 5,000
Triple Rinse of PCB Piping	\$ 650
Containment Area Wash Solution (4,126 sq. ft. @ .5 gal/sq ft. = 2,063 gallons @\$1.25 gallon	\$2,334
TOTAL WASH SOLUTION DISPOSAL COSTS	\$7,984

APPENDIX I-1 (Final Closure Cost Estimate) to SECTION I (CLOSURE) to CV's Hazardous Waste Storage Facility Certification

SOIL DISPOSAL

All activities at the site are indoors. It is not reasonably expected the soils will need remediation.	
55-gallon drum of soil @ \$300/drum	\$0.00

TRANSPORTATION COSTS

Cost of Transporting Waste to Storage or Disposal Facilities	\$5,215
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LABORATORY COSTS

Containment Area Analysis (PCB wipe tests)(total area 4,126 sq ft @ 1 sample/16 sq ft @ \$25/sample)	\$6446
Wash Solution Analysis (Rinsate)(4 samples @ \$25/sample)	\$100
Soil Analysis (450 sq ft/overhead door x 2 doors @ 1 sample/ 4 sq ft @ \$25/sample)	\$5625
Tank Surface Analysis (8 samples/tank x 3 tanks @ \$25/sample)	\$600
TOTAL LABORATORY COSTS	\$12771

CERTIFICATION COSTS

Professional Engineer (10 days @ \$70/hr)	\$5600
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ADMINISTRATIVE COSTS

15% Administrative Costs	\$22106
15% Contingency Costs	\$22106

TOTAL CLOSURE COSTS

Total Closure Costs	\$191,588
with annual inflation adjustments 2007-2012 +\$7,299	\$198,887



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 AggregateB. 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

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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.

<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
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, 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.



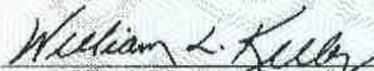
COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KAREN E. BRANDT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires September 28, 2014


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, 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.

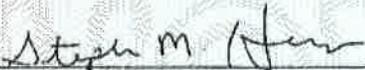
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority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

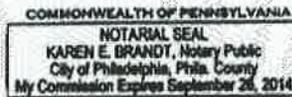



Stephen M. Haney, Vice President

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.

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. Cullen
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