

VELCO/VGS CONSTRUCTION, OPERATIONS and MAINTENANCE AGREEMENT

Page 1 of 10

**CONSTRUCTION, OPERATIONS and MAINTENANCE AGREEMENT
BETWEEN VERMONT TRANSCO LLC/VERMONT ELECTRIC POWER COMPANY,
INC. and VERMONT GAS SYSTEMS, INC.
REGARDING THE SHARED USE OF VELCO'S RIGHTS OF WAY, VELCO'S
ACCESS ROUTES and VELCO'S OTHER PROPERTY INTERESTS**

This Construction, Operations, and Maintenance Agreement ("Agreement") is made as of and shall be deemed effective the 24th day of July, 2015, regardless of the signature dates, between Vermont Transco LLC and Vermont Electric Power Company, Inc., the managing partner of Vermont Transco LLC, (collectively referred to as "VELCO") and Vermont Gas Systems, Inc. ("VGS", and with VELCO, the "Parties," and each, a "Party").

I. DEFINITIONS

- A. **"Agreement"** means this Construction, Operation, and Maintenance Agreement.
- B. **"Collateral Permits"** refers to the following authorizations that have been obtained by VGS for the purposes of constructing and operating the Project: ("VWP") – Vermont Individual Wetland Permit #2012-184. Issued June 9, 2014; ("SAP") – Vermont Individual Stream Alteration Permit #SA-5-9029. Issued June 9, 2014; ("401 WQC") – Vermont Individual Clean Water Act Section 401 Water Quality Certification for ANGP Phase 1. Issued June 9, 2014; ("INDC") – Vermont Individual Construction Stormwater Discharge Permit #6949-INDC. Issued June 9, 2014; and ("404") – US Army Corps of Engineers Section 404 of the Clean Water Act and Section 10 Rivers and Harbors Act of 1899 Permit NAE-2012-123. Issued June 23, 2014.
- C. **"Corridor"** shall mean, generally, the forty (40) foot wide designated area within the VELCO ROW, consisting of a twenty (20) foot wide **"Maintenance/Access Area"** and twenty (20) foot wide **"Pipeline Area,"** within which VGS may exercise certain rights with respect to the pipeline as assigned and conditioned herein. In certain designated areas, where VGS may exercise only construction (not installation), access, and maintenance rights, but not rights to install and operate the pipeline, the **"Corridor"** shall mean a twenty (20) foot wide designated area consisting only of a **"Maintenance/Access Area."**
- D. **"License"** means one or more of the Parties' August 26, 2014 Renewable Co-Location Licenses.
- E. **"Maintenance/Access Area"** shall mean the twenty (20) foot wide portion (or, in the case of a VELCO ROW crossing, two ten (10) foot wide portions) of the Corridor within which VGS may exercise construction, maintenance, and access rights.
- F. **"MOA"** shall mean the Memorandum of Agreement between the parties dated June 13, 2013, filed with the Vermont Public Service Board in Docket No. 7970.
- G. **"Pipeline"** or **"Project"** shall mean the single operating pipeline approved by the Vermont Public Service Board in Docket No. 7970 for the transportation of gaseous energy products and such surface or subsurface appurtenances and facilities reasonably necessary for the safe operation and maintenance of the pipeline, including but not limited to pipeline markers and a temporary

- replacement pipeline.
- H. **“Pipeline Area”** shall mean the twenty (20) foot wide portion of the forty (40) foot wide Corridor within which the pipeline is installed.
- I. **“Pre-Work Scoping Document”** shall refer to the work scoping document (sample) attached hereto and incorporated herein as Exhibit A.
- J. **“Project Construction”** shall mean the construction, staging, pre-construction, and commissioning activities undertaken by VGS to install, relocate, move, test, commission, or physically alter the Project.
- K. **“Project Maintenance”** shall mean Project maintenance and repair, including vegetation management practices, grounding maintenance, AC mitigation maintenance, and cathodic protection system maintenance, inspection patrols, performed by or for VGS in the VELCO ROW.
- L. **“VELCO ROW”** shall mean the fee-owned and easement properties containing VELCO’s K21/K22/K24/K27/K43/K63 and 370 electric transmission rights of way held by VELCO.

II. AGREEMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, VELCO and VGS hereby agree as follows:

1. **DEFINITIONS INCORPORATED.** The Definitions above are incorporated herein.
2. **SCOPE.** This Agreement shall govern Project Construction and Project Maintenance, including relocation, and replacement activities taking place in or activities likely to impact the VELCO ROW or VELCO’s facilities. Nothing in this Agreement is intended to create any VGS obligation for activities taking outside of (or activities not likely to impact) the VELCO ROW or VELCO’s facilities. This Agreement creates no rights in third parties. This Agreement shall be construed in a manner not inconsistent with the License. In the event that one or more conditions of the Project’s Certificate of Public Good or the associated collateral permits conflicts with the provisions of this Agreement, the Parties agree to amend the Agreement to resolve said conflicts and further agree to make any other amendments to the Agreement that equity requires.
3. **STANDARD OF CARE.** Without relieving or diminishing the other requirements in the Agreement, VGS will conduct its Project Construction and Project Maintenance:
 - a. consistent with good utility practice, and
 - b. in a time, place, and manner that will avoid interference with VELCO’s fiber optic facilities, access, maintenance, construction, and operations, and
 - c. that will avoid damage to VELCO’s above and below-ground facilities, and
 - d. in accordance with Project-related permits and authorizations and other legal requirements, and;
 - e. that will avoid and protect VELCO from damage, nuisance, complaints, or injury to third parties, landowners, and the public arising from VGS’ Project Maintenance and

Project Construction; and

- f. that otherwise is consistent with a standard of care commensurate with the risks of co-locating the Project in and near a corridor containing an integral and critical part of Vermont's high voltage electric transmission system which is in turn connected to and operated as an integral part of the regional electric grid.
- g. VELCO will exercise good utility practice with regard to Work performed by VELCO and their sub-contractors in and around the VGS pipeline.

4. **ACCESS TO VELCO ROW; TRAINING; NOTICE OF ARRIVAL and DEPARTURE.**

- a. VGS will notify VELCO System Operators each time for any purpose any VGS personnel or agent enters and leaves the VELCO ROW by calling VELCO's Control Center at (802) 770-6261 or via some other method agreed to by the Parties.
- b. In the case of an emergency related to VELCO's electric transmission line(s), VELCO shall immediately notify VGS Gas Control at 802-951-0337 and VGS shall suspend all work until VELCO notifies VGS that the emergency has been resolved.
- c. Daisy chains/locks: Upon reasonable advance notice, VELCO will provide VGS reasonable access to VELCO-locked access by way of providing a key or other means of entry. VGS shall be responsible for securing the closure of any such access points upon entry and departure of the VELCO ROW. It is VGS' responsibility to obtain any other necessary permission to use any access points. VGS shall take reasonable care to ensure that its actions or inactions do not limit or diminish VELCO's access points and routes.
- d. Prior to entering the VELCO ROW, any entering VGS personnel, contractors, and agents will complete the VELCO-approved trainings described in Section 5 (SAFETY; CLEARANCES; ENVIRONMENTAL).

5. **SAFETY; CLEARANCES; ENVIRONMENTAL:**

- a. All VGS personnel, contractors, and agents entering the VELCO ROW (including access routes) must successfully complete initial and follow up VELCO-certified safety and environmental trainings appropriate for working in electric transmission corridors.
- b. During the lifetime of the Project, VGS will have at least two (2) full time employees that are VELCO-certified to provide this training. In the event that VGS cannot meet this requirement, VGS agrees to have a VELCO-certified employee or a VELCO-qualified contractor provide this training at VGS' cost.
- c. All Project Construction and Project Maintenance will comply with the National Electric Safety Code ("NESC") and Occupational Safety and Health Administration ("OSHA") clearances, as amended from time to time.
- d. If energized conductor clearances are not adequate to meet OSHA, VELCO-required, and NESC clearances, VGS will pay VELCO (or hire at its own cost a VELCO-

approved contractor) to temporarily raise the height of its conductors, if practicable and feasible, or take other reasonable measures to resolve clearance issues, during construction at crossings with the VELCO line, all at no cost to VELCO and without, in VELCO's sole opinion, jeopardizing electric system reliability.

- e. During all Project Construction and Project Maintenance VGS personnel, contractors, and agents will comply with VELCO's Safety Manual, and Environmental Compliance Manual. The collateral permit conditions would override the manual in the case of a conflict. VELCO to provide updates to VGS or post updates on the VELCO.com website (<http://www.velco.com>) promptly after VELCO updates the manuals.
- f. VGS will install, maintain, and use a proper grounding, AC mitigation, and cathodic protection system designed and approved by a licensed engineer.
- g. All construction vehicles, vehicles with booms, and equipment operating within or adjacent to the VELCO ROW for the purposes of Project Construction or Project Maintenance will be properly grounded at all times.
- h. VGS will not alter the topography of nor stockpile materials in the VELCO ROW in a manner that violate NESC clearances or interfere with VELCO's usual and reasonable access to VELCO's ROW and facilities.
- i. Loading: VGS will construct, install, and maintain the Project in a manner to ensure that the Project in VELCO's ROW and access routes into VELCO's ROW to meet an HS-20+15% standard from the date of installation.

6. PROJECT CONSTRUCTION.

- a. Project Construction Schedule: VGS shall provide VELCO reasonable advance notice of its Project Construction schedule and any material changes thereto.
- b. Prior to commencing any Project Construction activity, VGS will provide VELCO with a complete Pre-Work Scoping Document (See Exhibit A for an example) and will coordinate with VELCO personnel regarding any Project Construction conducted within the VELCO ROW, including providing sufficient advanced notice to VELCO Senior Project Manager (Peter W. Lind) as to the timing and location of any field work, pre-construction, survey work, clearing, or construction work to be performed by VGS or its contractors and consultants within the VELCO ROW.
- c. VELCO will respond to a complete Pre-Work Scoping Document within a reasonable time.
- d. VELCO may accompany VGS and its contractors performing such work within the VELCO ROW
- e. VELCO will make reasonable efforts to provide advance notice to VGS of any planned electric transmission system line outages in or around VGS' Project Construction schedule.
- f. VGS shall not conduct any blasting in or near the VELCO ROW without VELCO's prior written consent.
- g. VGS shall promptly repair any damage it causes to VELCO's ROW and access routes

and restore same to the condition that existed prior to Project Construction consistent with the Project's permits. .

7. **PROJECT MAINTENANCE.**

- a. VGS will maintain the Project Area and the Project at its own expense.
- b. VGS may brush hog its Project area approximately every three years and as frequently as annually, or as required to comply with the Vegetation Management Plan, as referenced below.
- c. VGS will not apply herbicides or other chemicals to vegetation in the VELCO ROW without VELCO's prior written authorization.
- d. Each year, prior to VGS conducting its routine ROW maintenance activities and no later than April 1st, the Parties will meet in Rutland or by teleconference and review and coordinate then known VGS and VELCO ROW maintenance activities anticipated for that calendar year.
- e. VGS will provide VELCO with reasonable advance notice of non-routine Project Maintenance activities.
- f. VGS will conduct Project vegetation maintenance in compliance with VGS' "Vegetation Management Plan – Transmission Main", Revised June 27, 2013 and entered into the CPG in Docket No. 7970 as "Exhibit Petitioner Rebuttal JAN-1 (6/28/2013)
- g. Both parties shall promptly repair any damage they cause to either parties ROW and access routes and restore same to the condition that existed prior to construction or maintenance consistent with the Project's permits as appropriate.
- h. VGS shall promptly provide VELCO with the results of any testing of the Project's cathodic protection, grounding and AC mitigation systems.

8. **OTHER.**

- a. During Project construction VGS shall install temporary stormwater drainage features consistent with Project's EPSC Plan. Following construction of the Project, VGS shall not install or cause any drainage feature that allows water to pond, causes erosion, directs storm water toward the VELCO ROW, VELCO's facilities, or otherwise limits VELCO's access to its ROW or facilities. In the event that VELCO intends to direct concentrated stormwater flow in a manner that could reasonably be anticipated to impact the VGS pipeline, VELCO and VGS will collaborate to minimize and/or avoid such impacts, at VGS's cost.
- b. Upon observation or discovery, each Party shall notify the other as soon as practicable of any vandalism, theft, or any other damage to the other Party's facilities in the VELCO ROW; this does not obligate either party to inspect the other's facilities for such damage on a routine basis.
- c. VGS and VELCO shall provide each other prompt notice of any out-of-the-ordinary events or activities, including but not limited to adverse landowner

interactions/claims, that have the potential to impact the other Party's operations in the VELCO ROW.

- d. **VGS shall immediately notify VELCO of any emergency, gas leak, failure or foreseeable failure, and any mis-operation of any Project component in or around the VELCO ROW that has the potential to impact the VELCO ROW, VELCO employees, VELCO contractors, landowners, or any VELCO system, including but not limited to VELCO's fiber optic system.**
 - e. **VGS shall place and maintain non-conductive pipeline markers near the center line of the transmission pipeline as needed to adequately identify the location of the pipeline in a manner that will not impede VELCO access and maintenance activities.**
9. **COSTS.**
- a. **In the event that VELCO determines that work is necessary, VGS will reimburse VELCO on a net 30 basis for invoiced/documented costs that VELCO would not have incurred but for VGS' Project Construction and Project Maintenance including but not limited to performing engineering design reviews, NESC conductor sag analyses, and construction/maintenance coordination.**
 - b. **Nothing in this Agreement shall obligate VGS to pay for costs normally incurred by VELCO in the usual course of VELCO's business.**
10. **LIMITATION OF LIABILITY.** Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages. **This provision shall not apply to causes of action for gross negligence or intentional misconduct or to any claim, regardless of level of negligence, for damage caused by an act or omission of VGS that disrupts communication or electric services on a VELCO transmission line.**
11. **INDEMNIFICATION.** Each Party shall at all times indemnify, defend, and hold the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties (collectively "Claims"), arising out of or resulting from the indemnifying Party's action or failure to meet its obligations under this Agreement on behalf of the indemnified Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party. For purposes of clarity, VGS agrees to indemnify, defend, and hold harmless VELCO and VT Transco LLC (and their directors, managers, employees, and agents) for any Claims caused by the Project, and its pre-construction, construction, operation, and maintenance, except to the extent that the Claims caused by the negligence of VELCO.
12. **INSURANCE.** During the duration of this Agreement, VGS shall maintain in force liability coverage in the following amounts: \$3,000,000 for general liability, combined single limit for bodily injury, property damage, personal injury, to include blanket

contractual coverage; \$3,000,000 combined single limit – excess of primary limits umbrella liability coverage per occurrence and in the aggregate. Such coverage shall be sufficient to cover all VGS contractors and subcontractors. Such amount of liability coverage will be reviewed annually by VELCO and if the coverage amount is not adequate to cover the risks, VELCO shall provide notice to VGS of the amount of the increased liability coverage. VGS shall have sixty (60) days from the notice to adjust liability coverage. VGS shall provide a certificate(s) of insurance, which names Vermont Transco LLC and Vermont Electric Power Company, Inc. as additional insured on a *primary and non-contributory basis*, and which shall specify the description of operations being covered or other appropriate language. The insurance coverage described above shall be primary to any other coverage available to VELCO or to affiliates and shall not be deemed to limit VGS's liability under this Agreement. Should VGS fail to provide the insurance required pursuant hereto, nothing herein shall release VGS of the obligation to pay any claims that arise hereunder.

13. **NOTICES.** All notices, requests, and statements shall be in writing and shall be sent to the recipients and addresses set out below, as the same may be modified by the parties from time to time. In the event an individual is no longer employed by either party in the capacity stated below, then the notice shall be to the party who has the responsibility of position.

VELCO: Peter W. Lind, Senior Project Manager
Vermont Electric Power Company, Inc.
366 Pinnacle Ridge Road
Rutland, Vermont 05701
Phone: (802) 770-6292
Mobile: (802) 353-0418
plind@velco.com

VGS: Director of Operations Services,
Gas Supply and Gas Control
John E. St. Hilaire
Vermont Gas Systems, Inc.
P.O. Box 467
Burlington, VT 05402
Phone: 802-951-0360
jsthilaire@vermontgas.com

14. **CONFIDENTIALITY.**

(a) **Confidential Information.** The Parties agree to treat all Confidential Information (“Confidential Information” or “CI”), as defined below, according to the terms of this Paragraph 13. “Confidential Information” includes: (i) Critical Energy Infrastructure Information or CEII (which is defined as: (1) all information designated as such by VELCO, whether furnished before or after the date hereof, whether oral, written or recorded/electronic, and regardless of the manner in which it is furnished; and (2) all reports, summaries, compilations, analyses, notes or other information which contain

such information); and (ii) all information marked "Confidential" or otherwise clearly marked in a manner to reasonably suggest that it is confidential.

The receiving Party shall receive all CI in strict confidence, shall exercise reasonable care to maintain the confidentiality and secrecy of the information, and shall not divulge CI to any third party without the prior written consent of the disclosing Party. The foregoing notwithstanding, the receiving Party may disclose CI to its duly authorized agents to the extent each such agents have a need to know such CI for the purpose contemplated by this Agreement and agrees to observe and comply with the obligations of the receiving Party under this Agreement with regard to such CI. The receiving Party shall be responsible hereunder for any breach of the terms of this Agreement to the extent caused by its duly authorized agents. All CI shall be maintained by the receiving Party in a secure place. The receiving Party may make notes of CI, which shall be treated as CI if they contain CI. The receiving Party and each of its duly authorized agents shall use CI disclosed by the disclosing Party solely in connection with the purpose of the Agreement and the furtherance of their respective business purposes and shall not use, directly or indirectly, any CI for any other purpose without the disclosing Party's prior written consent. The receiving Party shall not knowingly use CI directly or indirectly for any illegal or non-legitimate purpose. In the event that the receiving Party is required to disclose CI by subpoena, law or other directive of a court, administrative agency or arbitration panel, the receiving Party hereby agrees to provide the disclosing Party with prompt notice of such request or requirement in order to enable the receiving Party to (i) seek an appropriate protective order or other remedy, (ii) consult with the receiving Party with respect to taking steps to resist or narrow the scope of such request or legal process, or (iii) waive compliance, in whole or in part, with the terms of this Agreement. The CI is provided "as is" with all faults. In no event shall the disclosing Party be liable for the accuracy or completeness of the CI. The disclosing Party shall not have liability to the receiving Party, or any other person or entity, for the receiving Party's use of any CI disclosed pursuant to this Agreement. In the event that such protective order or other remedy is not obtained, or the disclosing Party waives compliance with the provisions hereof, the receiving Party hereby agrees to furnish only that portion of the CI which the receiving Party's counsel advises is legally required and to exercise best efforts to obtain assurance that confidential treatment will be accorded such CI. The receiving Party agrees that any breach of this Agreement may cause the disclosing Party substantial and irreparable damages and, therefore, in the event of any such breach or threatened breach, in addition to other remedies which may be available, the disclosing Party shall have the right to specific performance and other injunctive and equitable relief, it being acknowledged that legal remedies are inadequate. The disclosing Party may audit the receiving Party's compliance with this Agreement. Notwithstanding Paragraph 3, this paragraph shall survive the termination of this Agreement.

Return/destruction of CEII. In the event that VELCO, in its sole discretion as informed by standard definitions of CEII, so requests, VGS shall promptly deliver to VELCO all CEII, including all copies, reproductions, summaries, compilations, analyses or extracts thereof

This Agreement shall not be deemed confidential.

(b) Critical Energy Infrastructure Information. If there is a change in status of any duly authorized agent of the receiving Party or to the receiving Party, the agent or receiving Party must inform VELCO immediately in writing at the address given above (Attention: Legal Department), and promptly return the CEII to VELCO or destroy the CEII. VELCO may require the return or destruction of the CEII. CEII provided pursuant to this Agreement is deemed to be on loan and must be returned to VELCO upon request. VGS shall remain bound by this Section 14 unless VELCO rescinds the CEII designation.

15. **NO DUTY TO THIRD PARTIES**. This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest, and, where permitted, their assigns.
16. **ASSIGNMENT**. This Agreement shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, and heirs of the respective Parties hereto. No assignment of this Agreement, in whole or in part, will be made without the prior written consent of the non-assigning Party, which consent will not be unreasonably withheld, conditioned, or delayed and any assignment without such consent shall be void. Upon any such assignment, transfer and assumption, the transferor shall remain principally liable for and shall not be relieved of or discharged from any obligations hereunder.
17. **NO PARTNERSHIP**. This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.
18. **DISPUTE RESOLUTION**. For all disputes arising under or in connection with this Agreement, the Parties shall first attempt to resolve the dispute in a meeting of the contacts listed in Section 13 (Notices) and any other mid-level management that the Parties assign to the meeting. If such a meeting does not resolve the dispute, the Parties shall attempt to resolve the dispute through a meeting of senior management.
19. **REGULATORY CONDITIONS**. The terms of this MOU shall be subject to any conditions or limitations imposed by the Vermont Public Service Board or any other regulatory body or tribunal having jurisdiction over the Project.

IN WITNESS WHEREOF the Parties hereto have caused their representatives to execute and deliver this Agreement as of the date hereinabove set forth.

[SIGNATURE PAGE FOLLOWS]

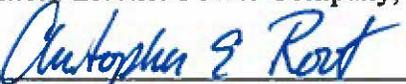
Dated at South Burlington, Vermont this 20th day of July, 2015.

Vermont Gas Systems, Inc.

By: 
John E. St. Hilaire,
Director of Operations Services, Gas Supply and
Gas Control

Dated at Rutland, Vermont this 24th day of July, 2015.

Vermont Electric Power Company, Inc.

By: 
Christopher E. Root, Chief Operating Officer

Dated at Rutland, Vermont this 29th day of July, 2015.

Vermont Transco LLC by its managing member
Vermont Electric Power Company, Inc.

By: 
Christopher E. Root, Chief Operating Officer

		 3 WAY COMMUNICATION	
PRE-WORK SCOPING CHECKLIST	EMERGENCY INFORMATION		
DATE: 6-30-2015	VELCO COORD1: #(802) 770-6261		
VELCO PERSON IN CHARGE (PIC): Patrick Firlet	OTHER: #:		
PIC PHONE #: (802) 342-6258	EMERGENCY CONTACT: #(802) 770-6260		
WORK CREWS	ON MAPGUIDE: Y / N FIRST AID KIT: Y / N		
CREW 1: Engineers Construction Inc	DEFIB ON SITE: Y / N		
SUPERVISOR: Jaimie Cortez	DHART PHONE: 1-800-650-3222		
SUPERVISOR CONTACT NUMBER: 802-578-1082	STATE WIDE RADIO SYSTEM (SRP)		
JOB DESCRIPTION: Build road that connects from cul-de-sac at end of Gauthier dr to existing road on side of ROW	GROUP SPECIFIC.. Please refer to Telecom Radio group list located in Telecom.		
CREW 2: none	CREW 3:		
SUPERVISOR:	SUPERVISOR:		
JOB DESCRIPTION:	JOB DESCRIPTION:		
JOB LOCATION			
LINE DESIGNATION: K22	911 ADDRESS: Gauthier Dr. Closest cross st- New England Dr.		
STRUCTURE(S): 52,53,54	TOWN: Colchester		
GPS COORDINATES (if appl) – LAT: LONG:			
CHECK VOLTAGE AND WORKING DISTANCE	DIRECTIONS TO LOCATION: Susie Wilson to Kellogg to Gauthier dr. Travel to end of Gauthier dr to cul de sac and ROW access on left follow approx. 100 ft.		
<input type="checkbox"/> ≤13.8 KV			Notes: Lat N44d 31' 10.5" Long: W073d 08' 18.3"
<input type="checkbox"/> 34.5 KV			
<input type="checkbox"/> 46 KV			
<input type="checkbox"/> 69 KV			
<input checked="" type="checkbox"/> 115 KV			
<input type="checkbox"/> 230 KV			
<input type="checkbox"/> 345 KV			
<input type="checkbox"/> 450 KV			
JOB HAZARD ASSESSMENT			
TASK DESCRIPTION: Mobilize excavator, trucks and necessary equip. to build rd, Directional drill across ROW in both directions between and around structures 52 and 53. Note: Actual drills will be set up off ROW however other equipment will be located and travel on ROW.			
HAZARD DESCRIPTION: Crossing under lines, Make certain booms and truck bodied are lowered. Pay attention to structure locations. Have spotters in place and maintain at least 20' separation from lines at all times.			
Y <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	REPORTING LOCATION IDENTIFIED	Y <input type="checkbox"/> N/A <input type="checkbox"/>	
Y <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	PPE:	Y <input type="checkbox"/> N/A <input type="checkbox"/>	
Y <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	FR CLOTHING	Y <input type="checkbox"/> N/A <input type="checkbox"/>	
Y <input type="checkbox"/> N/A <input type="checkbox"/>	FALL PROTECTION	Y <input type="checkbox"/> N/A <input type="checkbox"/>	
Y <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	OTHER: PLEASE SPECIFY BELOW	HAZARD ZONE IDENTIFIED:	
NOTES: Request VELCO representative when performing the work, especially when under lines.			

ENERGY SOURCE CONTROL

<input type="checkbox"/> Y	<input checked="" type="checkbox"/> N/A	SWITCHING REQUIRED?	<input type="checkbox"/> Y	<input type="checkbox"/> N/A	PROTECTIVE TAGS NEEDED?
<input type="checkbox"/> Y	<input checked="" type="checkbox"/> N/A	LINE RECLOSING BLOCKED?	<input type="checkbox"/> Y	<input type="checkbox"/> N/A	LOCKOUT / TAGOUT REQ'D?
<input type="checkbox"/> Y	<input checked="" type="checkbox"/> N/A	SPECIALIZE EQUIPMENT?	<input type="checkbox"/> Y	<input type="checkbox"/> N/A	BACK FEED SOURCES ISOLATED?
<input type="checkbox"/> Y	<input checked="" type="checkbox"/> N/A	GROUNDING REQ'T'S	<input type="checkbox"/> Y	<input type="checkbox"/> N/A	OTHER

NOTES:

SPECIAL PRECAUTIONS

<input checked="" type="checkbox"/> Y	<input type="checkbox"/> N/A	OVERHEAD HAZARDS?	<input type="checkbox"/> Y	<input type="checkbox"/> N/A	AIR QUALITY / CONFINED SPACE?
<input type="checkbox"/> Y	<input checked="" type="checkbox"/> N/A	CLIMBING HAZARDS?	<input type="checkbox"/> Y	<input type="checkbox"/> N/A	TRENCHING / EXCAVATION?
<input type="checkbox"/> Y	<input checked="" type="checkbox"/> N/A	POLE / TOWER CONDITIONS?	<input type="checkbox"/> Y	<input type="checkbox"/> N/A	EXTREME WEATHER?
<input type="checkbox"/> Y	<input type="checkbox"/> N/A	HAZARDOUS MATERIALS? (MSDS REQ'D)	<input type="checkbox"/> Y	<input type="checkbox"/> N/A	SPECIAL WORKER CONCERNS?

NOTES:

JOB SITE PROTECTION ASSESSMENT

<input type="checkbox"/> Y	<input checked="" type="checkbox"/> N/A	SITE PREP- BARRIERS, ETC.	<input type="checkbox"/> Y	<input type="checkbox"/> N/A	PUBLIC SAFETY ISSUES?
<input checked="" type="checkbox"/> Y	<input type="checkbox"/> N/A	COMMUNICATION AVAILABLE	<input type="checkbox"/> Y	<input type="checkbox"/> N/A	ESCAPE PLAN IDENTIFIED?
		OPX	<input type="checkbox"/> Y	<input type="checkbox"/> N/A	SELF MADE HAZARDS?
		TEL CO	<input type="checkbox"/> Y	<input type="checkbox"/> N/A	TERRAIN HAZARDS?
		CELL	<input type="checkbox"/> Y	<input type="checkbox"/> N/A	NATURAL HAZARDS (POISON IVY, ELMNTS)
		VELCO RADIO	<input type="checkbox"/> Y	<input type="checkbox"/> N/A	OTHER:

NOTES:

ENVIRONMENTAL PROTECTION

<input checked="" type="checkbox"/> Y	<input type="checkbox"/> N/A	LANDOWNER NOTIFIED?	<input type="checkbox"/> Y	<input checked="" type="checkbox"/> N/A	RINA FLAGGING
<input checked="" type="checkbox"/> Y	<input type="checkbox"/> N/A	ACCESS FLAGGED/IDENTIFIED	<input type="checkbox"/> Y	<input checked="" type="checkbox"/> N/A	OTHER
<input checked="" type="checkbox"/> Y	<input type="checkbox"/> N/A	EROSION CONTROL MEASURES?	<input type="checkbox"/> Y	<input checked="" type="checkbox"/> N/A	OTHER
<input type="checkbox"/> Y	<input checked="" type="checkbox"/> N/A	MATTING?	<input type="checkbox"/> Y	<input type="checkbox"/> N/A	OTHER
<input type="checkbox"/> Y	<input checked="" type="checkbox"/> N/A	STREAM CROSSINGS?	<input type="checkbox"/> Y	<input type="checkbox"/> N/A	OTHER

NOTES:

Erosion control measures to be installed prior to any earth disturbance. The measures will be inspected and maintained as necessary. Ensure that all on-site workers receive VELCO Safety training and at minimum receive VT Gas General Environmental awareness training. Confirm that all applicable permit conditions and environmental rules and regulations are followed at all times. There are RTE Species, a vernal pool, an arch site and wetlands located within the VELCO ROW in this area. Avoidance of these sensitive resources are required unless otherwise authorized by project permits (see attached map for locations).

REQUIRED ACTIONS (SPECIFY IN NOTES BELOW)

<input checked="" type="checkbox"/> Y	<input type="checkbox"/> N/A	ENVIRONMENTAL OVERSIGHT
<input checked="" type="checkbox"/> Y	<input type="checkbox"/> N/A	QUALIFIED PERSON OVERSIGHT
<input checked="" type="checkbox"/> Y	<input type="checkbox"/> N/A	SAFETY OVERSIGHT
<input type="checkbox"/> Y	<input checked="" type="checkbox"/> N/A	OPERATIONS ACTION (SWITCHING/RECLOSURES DEACTIVATED, ECT.)

NOTES:

VELCO SIGN-OFF (IN THE ORDER BELOW)

DEPARTMENT	PRINT	SIGNATURE	DATED
Maintenance/Construction:		Michael Fiske	7/6/2015
OPERATIONS:		Dave Haas	7/6/2015
ROW:		Sandy Fogg	7/7/2015
SAFETY:		Phil Kearney	7/6/2015
ENVIRONMENTAL:		Tim Follensbee	07/07/2015

