



STATE OF VERMONT
JOINT FISCAL OFFICE

MEMORANDUM

To: Joint Fiscal Committee Members
From: Daniel Dickerson, Fiscal Analyst
Date: November 6, 2014
Subject: Grant Request #2716

Enclosed please find one (1) item that the Joint Fiscal Office has received from the administration. Due to November 12, 2014 being the date of the final Joint Fiscal Committee meeting before the Legislature reconvenes, this item has been placed on the agenda for Legislative action. A representative from the Agency of Transportation (AOT) will be present to give a walk-through of the grant materials and to answer any questions.

JFO #2716 – Donation of drainage improvements, land, a conservation easement, and right-of-way access (estimated value: \$425,000) from New England Waste Services of Vermont (NEWSVT) to the Agency of Transportation (AOT) for the Newport State Airport. The purpose of this grant is to support the Northern Hangar Project and other future development at the airport to include runway and apron extension, as well as clearing of obstructions. This donation is in addition to one previously approved by the JFC in September 2013 and is a condition for permits from the Agency of Natural Resources and the Army Corps of Engineers. AOT will be providing NEWSVT with some technical assistance and adjustments to aviation easements for expansion of the nearby Coventry landfill facility. [JFO received 11/05/14]

Please review the enclosed materials and notify the Joint Fiscal Office (Daniel Dickerson at (802) 828-2472; ddickerson@leg.state.vt.us) if you have questions.

State of Vermont
 Department of Finance & Management
 109 State Street, Pavilion Building
 Montpelier, VT 05620-0401

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Agency of Administration

JFO 2716

**STATE OF VERMONT
 FINANCE & MANAGEMENT GRANT REVIEW FORM**

Grant Summary: For improvements at the Newport State Airport in Coventry, VT. The donation includes: construction of a stormwater controls system (value estimated at \$300,000), donation of a 66 acre conservation easement (land value \$102,500; easement value an indeterminate amount less), donation of a right-of-way access (estimated value \$2,000) and donation of 13 acres as required by the FAA for a safety area (estimated value \$20,500).

Date: 10/28/2014

Department: AOT - Aviation 8100000200

Legal Title of Grant: Donation from New England Waste Services of Vermont

Federal Catalog #: N/A

Grant/Donor Name and Address: New England Waste Services of Vermont, Inc. 25 Greens Hill Lane, Rutland, VT 05701

Grant Period: From: To:

Grant/Donation Approximately \$425,000 value in drainage improvements and donations of land, conservation and access easements.

	SFY 1	SFY 2	SFY 3	Total	Comments
Grant Amount:	\$425,000	\$	\$	\$	

Position Information:	# Positions	Explanation/Comments

Additional Comments: This AA-1 is for additional donations for the Newport State Airport beyond those accepted in the September 2013 AA-1 (JFO # 2643)

7/14/2014
 Department of Finance & Management *10/28/14* (Initial)
 Secretary of Administration *10/28/14* (Initial)
 Sent To Joint Fiscal Office Date

RECEIVED
 NOV 05 2014
JOINT FISCAL OFFICE

STATE OF VERMONT REQUEST FOR GRANT (*) ACCEPTANCE (Form AA-1)

BASIC GRANT INFORMATION				
1. Agency:	Vermont Agency of Transportation			
2. Department:	Policy, Planning & Intermodal Development			
3. Program:	Aviation			
4. Legal Title of Grant:	New England Waste Services of Vermont, Inc.			
5. Federal Catalog #:	N/A			
6. Grant/Donor Name and Address:	New England Waste Services of Vermont, Inc. 25 Greens Hill Lane Rutland, VT 05701			
7. Grant Period:	From:	10/21/2014	To:	
8. Purpose of Grant:	This grant is for the construction of the permitted stormwater controls systems needed for the Northern Hangar Project at the Newport State Airport and to secure properties and easements for the future development of the Newport State Airport - see attached Agreement. There will be no exchange of funds. Grantor will be making improvements to State facility.			
9. Impact on existing program if grant is not Accepted:	If grant is not accepted, the Newport State Airport Northern Hangar Project would not proceed, nor would the extension of the airport runway project. This donation is a condition to the ANR stormwater permit and the Army Core of Engineers permit.			
EXPENDITURES AND REVENUES				
	SFY 1	SFY 2	SFY 3	Comments
Expenditures:	FY	FY	FY	
Personal Services	\$	\$	\$	
Operating Expenses	\$	\$	\$	
Grants	\$	\$	\$	
Total	\$	\$	\$	
Revenues:				
State Funds:				
Cash	\$	\$	\$	
In-Kind	\$	\$	\$	
Federal Funds:				
(Direct Costs)	\$	\$	\$	
(Statewide Indirect)	\$	\$	\$	
(Departmental Indirect)	\$	\$	\$	
Other Funds:				
Grant (source NEWSVT)	\$425,000	\$	\$	Value of donation - no funds.
Total	\$425,000	\$	\$	
Appropriation No:		Amount:	\$	
			\$	

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STATE OF VERMONT REQUEST FOR GRANT (*) ACCEPTANCE (Form AA-1)

		\$
		\$
		\$
		\$
		\$
	Total	\$0

Has current fiscal year budget detail been entered into Vantage? Yes No

PERSONAL SERVICE CONTRACT INFORMATION

11. Will monies from this grant be used to fund one or more Personal Service Contracts? Yes No
 If "Yes", appointing authority must initial here to indicate intent to follow current competitive bidding process/policy.

Appointing Authority Name: _____ Agreed by: _____ (initial)

12. Limited Service Position Information:	# Positions	Title
Total Positions		

12a. Equipment and space for these positions: Is presently available. Can be obtained with available funds.

PERSONAL SERVICE CONTRACT INFORMATION

I/we certify that no funds beyond basic application preparation and filing costs have been expended or committed in anticipation of Joint Fiscal Committee approval of this grant, unless previous notification was made on Form AA-1PN (if applicable):	Signature:	Date: 10/28/14
	Title: Secretary of Transportation	
	Signature:	Date:
	Title:	

APPROVAL BY SECRETARY OF TRANSPORTATION

Approved: (Secretary or designee signature) Date: 10/29/14

APPROVAL BY GOVERNOR

Check One Box:
 Accepted (Governor's signature) Date: 11/4/14
 Rejected

Required GRANT Documentation	
<input type="checkbox"/> Request Memo	<input type="checkbox"/> Notice of Donation (if any)
<input type="checkbox"/> Dept. project approval (if applicable)	<input type="checkbox"/> Grant (Project) Timeline (if applicable)
<input type="checkbox"/> Notice of Award	<input type="checkbox"/> Request for Extension (if applicable)
<input type="checkbox"/> Grant Agreement	<input type="checkbox"/> Form AA-1PN attached (if applicable)
<input type="checkbox"/> Grant Budget	



State of Vermont
Division of Policy, Planning and
Intermodal Development
One National Life Drive
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Agency of Transportation

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[fax] 802-828-3983

[ttd] 800-253-0191

MEMORANDUM

TO: Governor
Joint Fiscal Committee Members

THRU: Brian Searles, Secretary

FROM: Chris Cole, Director 
Guy Rouelle, Aviation Administrator 

DATE: October 24, 2014

SUBJECT: Newport State Airport
Grant Request

Enclosed please find an agreement between the State of Vermont Agency of Transportation and New England Waste Services of Vermont Inc. (NEWSVT) (A Casella Company) with supporting documentation. A brief description of the agreement is below:

Donation of a permitted and to be constructed stormwater controls system needed for The Northern Hangar Project at the Newport State Airport.(estimated value:\$300,000) from New England Waste Services of Vermont, Inc.(NEWSVT) (A Casella Company). The construction is located in the Town of Coventry. The purpose of this donation supports the expedited construction of Hangars needed at the airport. It is important for the businesses located at the airport to have these hangers constructed before winter.

Donation of a conservation easement, required by permit, on a 66 acre piece of property from NEWSVT. The conservation easement is in the Town of Coventry. The purpose of this conservation easement is to provide a wildlife corridor between the Black and Barton Rivers required by our State ANR and Army Corps of Engineers permits.

Donation of a right of way/access, required by permit, on property owned by NEWSVT. The access is in the Town of Coventry. This was requested by the State Fish and Wildlife program. The purpose of this donation is to allow the public and State agencies to access Fish and Wildlife property adjacent to the Black River on the west side of Airport and NEWSVT property.

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Donation of a triangular piece of property (13 acres) required by the Federal Aviation Administration for the northerly runway safety area at The Newport State Airport (estimated value: \$20,500). The property is in the Town of Coventry. The purpose of this donation is to allow for area needed in vicinity north of Runway 18 and required to meet federal standards.


The overall purpose of the agreements and grants are to meet safety standards for the continued expansion of the airport, to protect wildlife habitat and provide for their safe movement between critical habitat corridors, to assist with the economic development of the airport and related businesses and to provide technical assistance to Casella for their potential expansion of the Coventry landfill.




State of Vermont
Policy, Planning & Intermodal Development Division
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Agency of Transportation
Aviation Program
[phone] 802-828-3554
[fax] 802-828-3983

TO: Secretary of Administration

THRU: Chris Cole, Director
Guy Rouelle, Aeronautics Administrator 

FROM: Larry Lackey 

DATE: October 17, 2014

SUBJECT: State of Vermont Request for Grant Acceptance (Form AA-1)
Newport State Airport Northern Hangar Project
Stormwater Improvements

Attached for your review and approval please find the above subject Form AA-1. This grant is for the construction of the permitted stormwater controls system needed for The Northern Hangar Project at the Newport State Airport. The Grant for construction is from New England Waste Services of Vermont, Inc.(NEWSVT)(A Casella Company) who own the adjacent property which houses their waste management facility. This project supports the expedited construction of Hangars needed at the airport.

The project is part of an agreement with NEWSVT. Also under the agreement the State will receive an conservation easement, required by permit, on a piece of property they own, which is part of a wildlife corridor between the Black and Barton Rivers. The State will also receive an access to State Fish and Wildlife property on NEWSVT property. The Airport will also receive a triangular piece of property required for the northerly runway safety area. The overall agreement was needed and supports the development of the airport to include the runway and apron extension, obstruction clearing and future development at the Airport.

The above items are in exchange for the some adjustments of avigation easements owned by the State over NEWSVT property and the Aviation Programs assistance and help to facilitate NEWSVT through the FAA obstruction analysis process.

A complete copy of the agreement can be provided or we would gladly meet with you to discuss this agreement.

It is important for the businesses located at the airport to have these hangers constructed this construction season and any help you can provide to expedite this approval would be appreciated.

Thanks

Larry

OCT 27 2014



**AGREEMENT
BETWEEN
STATE OF VERMONT
AGENCY OF TRANSPORTATION
AND
NEW ENGLAND WASTE SERVICES OF VERMONT, INC.
REGARDING
ADDITIONAL DEVELOPMENT OF COVENTRY LANDFILL
AND
NEWPORT STATE AIRPORT**

THIS AGREEMENT, entered into as of this 24th day of October, 2014, by and between the State of Vermont, a sovereign state, acting through its Agency of Transportation, with its principal office at National Life Building, One National Life Drive, Montpelier, Vermont 05633 ("VTrans"), and New England Waste Services of Vermont, Inc., a Vermont corporation with its principal office at 25 Greens Hill Lane, Rutland, Vermont 05701 ("NEWSVT"). VTrans and NEWSVT are sometimes individually referred to herein as "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, VTrans owns and operates the Newport State Airport, a public airport located on Airport Road in Coventry, Vermont (the "Airport"); and

WHEREAS, NEWSVT owns and operates a lined landfill known as the New England Waste Services of Vermont Landfill on a parcel of land located on Airport Road in Coventry, Vermont (the "Landfill") which parcel of land is northerly of and immediately adjacent to the Airport; and

WHEREAS, NEWSVT intends to seek permits to develop and construct an expansion of the landfill facilities known as the Phase IV Southern Expansion, which is more specifically depicted on a plan entitled: "New England Waste Services of Vermont, Inc., Coventry, Vermont, Proposed Phase IV Southern Expansion and Soil Stockpile Worksheet," prepared by Sanborn Head, dated October 20, 2014 and attached hereto as Exhibit "A" (the "Landfill Expansion Project"); and

WHEREAS, VTrans intends to seek permits to develop and construct an expansion of the Airport facilities, known as the Newport State Airport Terminal Area Development and Runway Extension Project, which is more specifically depicted on a plan entitled: "Newport State Airport, Coventry, Vermont, Airport Layout Plan," prepared by McFarland Johnson, dated December, 2013 and attached hereto as Exhibit "B" (the "Airport Expansion Project"); and

WHEREAS, VTrans desires to obtain a portion of the NEWSVT property consisting of 11 acres, more or less, in order to satisfy certain permit and funding requirements in connection with the Airport Expansion Project (the "Boundary Line Adjustment Parcel") which is more specifically depicted as "Area to be Conveyed to State of Vermont, 11 ± Acres" on a preliminary survey entitled: "Boundary Adjustment Survey prepared for NEWSVT of Property Located on Airport Road – Aviation Lane, Coventry, Orleans County, Vermont," prepared by Horizons Engineering, dated May 7, 2014 and attached hereto as Exhibit "C"; and

WHEREAS, VTrans proposes to remove vegetative obstructions (trees) within the area south of Runway 36, which will affect wetlands and an apparent forested wildlife corridor; and

WHEREAS, VTrans seeks to preserve the forested wildlife corridor and nearby existing forest cover to the extent possible, including within a 66-acre parcel owned by Forest Acquisitions, Inc., a subsidiary of NEWSVT (Exhibit "D"); and

WHEREAS, NEWSVT, in contemplation of its development and expansion plans for the Landfill, has previously committed to supporting the Airport's runway extension project, including (i) implementation of the Enhanced Bird Management Program (the "Bird Management Program"); and (ii) payment for an Environmental Assessment and certain permitting, engineering and construction activities at the Airport; and

WHEREAS, VTrans has previously committed to support NEWSVT's permitting activities by facilitating communications with the Federal Aviation Administration ("FAA") in connection with the issuance of FAA approvals of prior Landfill development activities and wildlife management plans under FAA Regulations due to the proximity of the Landfill to the Airport; and

WHEREAS, the Parties recognize that it is in their respective best interests to continue to act in a cooperative manner and enter into this Agreement, to memorialize their agreement to mutually cooperate with respect to the proposed permitting, construction and development of the Landfill Expansion Project and the Airport Expansion Project.

NOW, THEREFORE,

In consideration of the foregoing, and the covenants and agreements herein contained, the parties hereto do hereby agree as follows:

Section 1. **Purchase and Sale.** VTrans hereby covenants and agrees to purchase, and NEWSVT agrees to sell, the Boundary Line Adjustment Parcel, as shown on Exhibit "C" attached hereto. There shall be no monetary purchase price for the Boundary Line Adjustment Parcel, other than VTrans's agreement, as set forth herein, to satisfy the terms and conditions of this Agreement. For purposes of the Vermont Property Transfer Tax Return, the parties agree that the fair market value of the Boundary Line Adjustment Parcel is Twenty Thousand Five Hundred Dollars (\$20,500.00). VTrans's purchase and NEWSVT's sale of the Boundary Line Adjustment Parcel shall be subject to the following terms and conditions:

- (a) **Closing.** The closing and transfer of title shall take place at the offices of Gravel & Shea PC, located at 76 St. Paul Street, 7th Floor, Burlington, Vermont within thirty (30) days from the date NEWSVT obtains all necessary FAA approvals for the Landfill Expansion Project, as described in Section 8(b) below, or at such different location or on such earlier date as the Parties may mutually agree upon in a writing signed by each of the Parties (the "Closing").
- (b) **Condition of Boundary Line Adjustment Parcel/Inspection Rights.** NEWSVT makes no representations to VTrans regarding the physical condition of the Boundary Line Adjustment Parcel. Except with respect to matters of title, the Boundary Line Adjustment Parcel shall be transferred to VTrans "AS IS" and without warranty as to quality or physical condition. Between the date of this Agreement and the Closing, upon reasonable notice and during normal business hours, VTrans shall be entitled to make inspections, surveys, engineering tests, studies and reports of the Boundary Line Adjustment Parcel (the "Inspections"). VTrans agrees to repair any damage to the inspected property resulting from its conduct of any such Inspection.

- (c) **Transfer Documents.** At the Closing, NEWSVT shall make, execute, acknowledge, where required, and deliver to VTrans the following:
- (i) A company resolution approving the sale of the Boundary Line Adjustment Parcel and authorizing an individual to execute the Transfer Documents on behalf of NEWSVT.
 - (ii) A standard Vermont Quitclaim Deed to convey the Boundary Line Adjustment Parcel to the State of Vermont. NEWSVT shall obtain a more formal survey of the Boundary Line Adjustment Parcel before the Closing (the "Final Survey"). The description of the Boundary Line Adjustment Parcel in the Quitclaim Deed shall incorporate the boundaries which are depicted on the Final Survey.
 - (iii) Completed Vermont Property Transfer Tax Return for the above Quitclaim Deed representing the fair market value of the Boundary Line Adjustment Parcel as Twenty Thousand Five Hundred Dollars (\$20,500.00).
 - (iv) A partial discharge and/or termination statement for any existing mortgage, security interest, lease, lien or encumbrance on the Boundary Line Adjustment Parcel. Except as set forth in Section 2 below, the Boundary Line Adjustment Parcel shall otherwise be conveyed subject to any existing easements and rights of way of record.
- (d) **Adjustments to Purchase Price.** All real estate taxes, personal property taxes, and other municipal charges, shall be prorated as of the Closing Date. Apportionments shall be made in accordance with the then prevailing practice in Coventry, Vermont, it being expressly understood and agreed however, that the real estate taxes assessed by the Town of Coventry shall be apportioned based on the fiscal year for which such taxes are collected. Should any tax, charge or rate be undetermined on the date of the Closing, the last determined tax, charge or rate shall be used for the purposes of apportionment; provided, however, that such apportionment shall be subject to later adjustment between the parties when the actual amounts of any such tax, charge or rate is finally determined, if the cumulative adjustment exceeds Five Hundred Dollars (US \$500.00).

Section 2. Fish & Wildlife Access Right-of-Way. On or before the Closing, NEWSVT agrees to convey a new public right of way and access easement across the NEWSVT property to the Vermont Department of Fish & Wildlife for purposes of providing a new public access to the South Bay Wildlife Management Area located westerly of the Landfill and Airport as shown on Exhibit "C" (the "F&W Easement"). The F&W Easement is intended to replace that portion of the existing access easement which may cross the Boundary Line Adjustment Parcel. As such, NEWSVT will obtain a release of any easement or right of way interest of record that the Vermont Department of Fish & Wildlife may have over the Boundary Line Adjustment Parcel, if any, prior to Closing. Notwithstanding the foregoing, to the extent that the Boundary Line Adjustment Parcel is encumbered by a town highway right of way, NEWSVT agrees to cooperate with VTrans in any efforts to seek the discontinuance of any such highway right of way, but such discontinuance shall not be a condition to Closing and transfer of title of the Boundary Line Adjustment Parcel to VTrans.

Section 3. Amendment to Avigation Easements. At the Closing, the Parties agree to execute an Amendment to Easement in order to amend the existing air navigation ("avigation") approach zone easements across the NEWSVT property, including but not limited to such avigation easements which are more specifically described as: (i) "Parcel D" and "Parcel E" in the Warranty Deed from the City of Newport to the State of Vermont, dated March 27, 1969 and recorded in Volume 23 at Page 319 of the

Town of Coventry Land Records; and (ii) Parcel G-1, G-2 and G-3 in the Findings of Fact and Judgment Order of the Vermont Public Service Board in the matter of *Vermont Aeronautics Board vs. Henry A. Poutre and Nancy J. Poutre, et al.*, Docket No. 3520, dated July 26, 1972 and recorded in Volume 24 at Page 148 of the Town of Coventry Land Records, as amended by Stipulation and Order dated December 26, 1972 and recorded in Volume 24 at Page 227 of the Town of Coventry Land Records (collectively, the "Avigation Easements"). The Amendment to Easement shall amend and modify the description of the Avigation Easements across the NEWSVT property in order to make the location, size and scope of such Avigation Easements consistent with the requirements for VTrans Airport operations, as approved by the FAA, and as more specifically depicted on Exhibit "A" attached hereto.

Section 4. Conservation Easement on Forest Acquisitions Parcel. NEWSVT, through its subsidiary, Forest Acquisitions, Inc., is the owner of a 66-acre, more or less, parcel of land located southerly of the Airport parcel, as more specifically depicted as "New England Waste Services of Vermont (Forest Acquisitions, Inc.) 66.0 AC" on a parcel map attached hereto as Exhibit "D" (the "Forest Acquisitions Parcel"). Upon execution of this Agreement, NEWSVT agrees to execute a Conservation Easement Agreement in favor of the State of Vermont substantially in the form attached hereto as Exhibit "D-1" (the "Conservation Easement"). The Conservation Easement shall be conveyed to VTrans for no consideration other than VTrans's agreement, as set forth herein, to satisfy the terms and conditions of this Agreement. Under the Conservation Easement, VTrans will agree to maintain the Forest Acquisitions Parcel in its open and natural condition in order to conserve and protect wildlife habitats, biological diversity, natural communities, native flora and fauna and other natural resources in accordance with the terms and provisions of VTrans's Army Corps of Engineers Permit Number NAE-2009-2555, dated October 9, 2014.

Section 5. Airport Expansion Project.

- (a) NEWSVT has reviewed the VTrans plans for development of the Airport Expansion Project including, but not limited to, Exhibit "B" attached hereto, in terms of any impacts such development may have on Landfill operations. NEWSVT hereby confirms that it has approved the current design and layout of the Airport Expansion Project as depicted on Exhibit "B".
- (b) The development and construction of Airport Expansion Project will require several permits including, but not limited to, a Vermont Natural Resources Board (Act 250) permit and several Agency of Natural Resources permits (the "Airport Expansion Project Permits"). NEWSVT hereby agrees that it will not interfere with, or object to, VTrans's application for all necessary Airport Expansion Project Permits, nor will NEWSVT appeal the issuance of such permits. NEWSVT, by execution of this Agreement, hereby waives any objections to impacts such as noise, odor, dust and light which may arise out of the construction, development, operation and maintenance of the Airport Expansion Project.
- (c) NEWSVT agrees to update and maintain, at its sole cost and expense, the Bird Management Program in such form as may reasonably be required by VTrans, the FAA and the United States Department of Agriculture ("USDA") under applicable Federal and State regulations. NEWSVT's obligations hereunder include the implementation of any amendments to the existing Bird Management Program which may be required due to the construction and development of the Airport Expansion Project.

Section 6. Landfill Expansion Project.

- (a) VTrans has reviewed the NEWSVT plans for development of the Landfill Expansion Project including, but not limited to, Exhibit "A" attached hereto, in terms of any impacts such development may have on Airport operations. VTrans hereby confirms that it has reviewed and approved the current design and layout of the Landfill Expansion Project, including the proposed runway setback distances, final Landfill and soil stockpile development elevations and grades as depicted on Exhibit "A".
- (b) The development and construction of the Landfill Expansion Project will require several permits including, but not limited to, a Vermont Natural Resources Board (Act 250) permit and several Agency of Natural Resources permits (the "Landfill Expansion Project Permits"). Based on its review of the plans for development of the Landfill Expansion Project including, but not limited to Exhibit "A" attached hereto, VTrans has determined that the Landfill Expansion Project will have no adverse impact on Airport operations. VTrans hereby agrees that it will not interfere with, or object to, NEWSVT's application for all necessary Landfill Expansion Project Permits, nor will VTrans appeal the issuance of such permits. VTrans, by execution of this Agreement, hereby waives any objections to impacts such as noise, odor, dust and light which may arise out of the construction, development, operation and maintenance of the Landfill Expansion Project in accordance with the conditions of the Landfill Expansion Project Permits.
- (c) NEWSVT agrees to update and maintain, at its sole cost and expense, the Bird Management Program in such form as may reasonably be required by VTrans, the FAA and USDA under applicable Federal and State regulations. NEWSVT's obligations hereunder include the implementation of any amendments to the existing Bird Management Program which may be required due to the construction and development of the Landfill Expansion Project.

Section 7. Stormwater Project. VTrans has applied for and received stormwater permits #3836-INDC and #3836-INDS for a portion of the Airport Expansion Project, known as the Northern Hangars Development. Stormwater runoff from the Northern Hangars Development will be treated via a new closed drainage system and grass channel/dry detention basin (the "Northern Hangars Stormwater System"), as more specifically depicted on a twelve (12) page set of plans entitled: "State of Vermont, Vermont Agency of Transportation Aviation Program, Northern Hangars Project, Newport State Airport – Coventry, Vermont, Construction Plans – August 1, 2013," prepared by Civil Engineering Associates, Inc., as modified by a five (5) page set of plans prepared by McFarland Johnson, dated September, 2014, collectively attached hereto as Exhibit "E". As additional consideration for this Agreement, NEWSVT covenants and agrees to construct the Northern Hangars Stormwater System and related site work required for the Airport Expansion Project as further described herein (the "Stormwater and Site Work"). The Stormwater and Site Work to be completed by NEWSVT under this Agreement is described and depicted on the plans and specifications included in Exhibit "E" (the "Plans and Specifications") and generally consists of all work required to construct the Northern Hangars Stormwater System, as well as the site work and paving for the hangar apron area. NEWSVT shall perform the Stormwater and Site Work pursuant to the following terms and conditions:

- (a) Commencement and Completion of Work. NEWSVT shall commence the Stormwater and Site Work on or before October 27, 2014 and shall substantially complete the Stormwater and Site Work on or before July 1, 2015, barring circumstances beyond NEWSVT's control, such as unforeseen site conditions, VTrans-caused delays or adverse weather conditions.

- (b) **Consideration.** No payment will be due to NEWSVT for the Stormwater and Site Work from VTrans other than VTrans's agreement, as set forth herein, to satisfy the terms and conditions of this Agreement.
- (c) **Supervision and Direction of the Work.** NEWSVT shall supervise and direct the Stormwater and Site Work, using NEWSVT's best skill and attention. NEWSVT shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating the Stormwater and Site Work. NEWSVT shall be entitled to rely upon the engineering, permitting and design for the Northern Hangars Stormwater System provided by VTrans. NEWSVT shall not be liable for any defects in the design of the Northern Hangars Stormwater System and shall not be required to ascertain whether the Plans and Specifications are in accordance with applicable laws and regulations.
- (d) **VTrans Responsibilities.** VTrans shall be responsible for all of its engineering costs related to the Stormwater and Site Work and shall obtain and pay for all necessary permits, approvals, easements, assessments and charges related thereto. Once the Stormwater and Site Work is complete, VTrans shall be responsible for all operation, maintenance, repairs, certifications, costs, fees and expenses related to the Northern Hangars Stormwater System.
- (e) **Property Insurance.** NEWSVT shall obtain an endorsement to its general liability insurance policy to cover NEWSVT's obligations under Section 7(g) below. Each party shall provide certificates of insurance showing their respective coverages prior to commencement of the Stormwater and Site Work. Unless specifically precluded by VTrans's property insurance policy, VTrans and NEWSVT waive all rights against each other and any of their subcontractors, suppliers, agents and employees, each of the other; for damages caused by fire or other causes of loss to the extent covered by property insurance or other insurance applicable to the Stormwater and Site Work.
- (f) **NEWSVT Reliance on Plans and Specifications Provided by VTrans.** NEWSVT shall be entitled to rely upon the drawings and specifications provided by VTrans. NEWSVT shall not be liable for any defects in the design and shall not be required to ascertain whether the Plans and Specifications comply with applicable laws and regulations.
- (g) **Indemnification.** To the fullest extent permitted by law, NEWSVT shall indemnify and hold harmless VTrans, VTrans's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Stormwater and Site Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Stormwater and Site Work itself), but only to the extent caused by the negligent acts or omissions of NEWSVT, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. VTrans will require its consultants, contractors and subcontractors to indemnify and hold harmless NEWSVT, NEWSVT's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Stormwater and Site Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Stormwater and Site Work itself), but only to the extent caused by the negligent acts

or omissions of VTrans' consultants, contractors, subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Neither party shall be liable to the other for special, incidental, exemplary, punitive or consequential damages, including, without limitation, loss of use, loss of profits or revenues, or cost of substitute or re-performed services, suffered, asserted or alleged by either party or any third party arising from or relating to this Agreement, regardless of whether those damages are claimed under contract, warranty, indemnity, tort or any other theory at law or in equity.

- (h) **Delays.** If NEWSVT is delayed at any time in progress of the Stormwater and Site Work by changes ordered in the Stormwater and Site Work, concealed or unknown physical conditions at the site, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond NEWSVT's control, the time to complete Stormwater and Site Work shall be subject to equitable adjustment.

Section 8. FAA and USDA Approvals.

- (a) NEWSVT's current Bird Management Program at the Landfill will be due for renewal on or before October 13, 2015. VTrans and NEWSVT agree to work cooperatively with FAA and USDA with regard to any renewals of the Bird Management Program or any future amendments thereto which may be required by the FAA and USDA including, without limitation, any amendments required due to the construction and development of the Landfill Expansion Project, as shown on Exhibit "A".
- (b) Within thirty (30) days following the date of this Agreement NEWSVT shall file a Form 7460 application with the FAA in order to obtain a Determination of No Hazard to Air Navigation from FAA (a "No Hazard Determination") with regard to the proposed construction and development of the Landfill Expansion Project, as shown on Exhibit "A". VTrans agrees to assist NEWSVT with the application process and to help facilitate communications between NEWSVT and FAA. VTrans and NEWSVT agree to work cooperatively with FAA with regard to any necessary future Form 7460 applications for No Hazard Determinations, including any necessary updates and/or amendments, which may be required by the FAA in connection with Landfill operations.

Section 9. Dispute Resolution. If a dispute arises out of or relates to this Agreement or its breach, the Parties shall endeavor to settle the dispute first through direct discussions. If the dispute cannot be settled through direct discussions, the Parties shall endeavor to settle the dispute by mediation. A request for mediation shall be made in writing, delivered to the other Party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the Parties or court order. The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. If the Parties do not resolve a dispute through mediation, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

Section 10. Notices. Any notice or other communication to be given hereunder shall be in writing and mailed, certified with return receipt requested, or e-mailed, or sent by facsimile, or sent by

nationally recognized overnight courier (e.g., Federal Express) to such party at the address or number set forth below:

If to VTrans: Vermont Agency of Transportation
Attn: Guy Rouelle, Aviation Program Administrator
One National Life Drive
Montpelier, VT 05633
Telephone No.: (802)
E-mail:

with a copy to: John K. Dunleavy, Esq.
VT Agency of Transportation
National Life Building
1 National Life Drive
Montpelier, VT 05633-5001
Telephone: (802) 828-3430
E-mail: john.dunleavy@state.vt.us

If to NEWSVT : New England Waste Services of Vermont, Inc.
Attn: Shelley S. Field, Esq.
25 Greens Hill Lane
Rutland, VT 05701-3854
Telephone: (802) 772-2215
E-mail: shelley.field@casella.com

With a copy to: Timothy M. Eustace, Esq.
Gravel & Shea, PC
76 St. Paul Street
P.O. Box 369
Burlington, VT 05402-0369
Telephone: (802) 658-0220
E-mail: teustace@gravelshea.com

or to such other person, address or number as the Party entitled to such notice or communication shall have specified by notice to the other Party given in accordance with the provisions of this Section. Any such notice or other communication shall be deemed given: (i) if mailed, when deposited in the mail, properly addressed and with postage prepaid; (ii) if sent by facsimile, upon the sender's receipt of a conformation report generated by the sending machine; (iii) if emailed, upon transmission unless the sender receives an automatically generated message indicating delivery failure, or (iv) if sent by overnight service, next-day after sending.

Section 11. **Recording.** This Agreement shall not be recorded in the Town of Coventry Land Records.

Section 12. **Construction.** The Parties acknowledge that each Party has reviewed this Agreement and that the normal rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any amendments or exhibits thereto.

Section 13. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Section 14. **Captions, Headings.** The captions appearing in this Agreement are inserted only as a matter of convenience, and in no way define, limit, construe or describe the scope or intent of such sections, nor in any way affect this Agreement or have any substantive effect.

Section 15. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Vermont.

Section 16. **Successors and Assigns.** The covenants, easements and agreements contained herein shall apply to, inure to the benefit of, and be binding upon the Parties hereto and their respective successors and assigns.

Section 17. **Further Assurances.** The Parties agree to execute, acknowledge, if necessary, and deliver such documents, certificates or other instruments and take such other actions as may be reasonably required from time to time to carry out the intents and purposes of this Agreement.

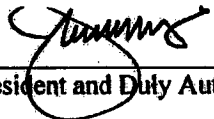
Section 18. **Amendments.** No amendments or modification of this Agreement shall be effective without a written Amendment to this Agreement executed by the Parties hereto or their respective successors and assigns.

Section 19. **Entire Agreement.** This Agreement embodies the entire agreement and understanding between the Parties with respect to the subject matter hereof, and supersedes any prior agreements or understandings, whether oral or written, between the Parties, except as herein set forth.

Section 20. **Effective Date.** This Agreement is subject to the approval of the Governor and transmittal to the joint fiscal committee pursuant to 32 V.S.A. § 5.

IN WITNESS WHEREOF, NEW ENGLAND WASTE SERVICES OF VERMONT, INC. has caused this instrument to be signed in its corporate name by John W. Casella, its President & Secretary and duly authorized agent, this 24th day of October, 2014.

NEW ENGLAND WASTE SERVICES
OF VERMONT, INC.



Its President and Duty Authorized Agent

STATE OF VERMONT
RUTLAND COUNTY, ss.

At Rutland, this 24th day of October, 2014 personally appeared John W. Casella and acknowledged the foregoing instrument, by him/her as President & Secretary and duly authorized agent of **NEW ENGLAND WASTE SERVICES OF VERMONT, INC.** subscribed, to be his/her free act and deed and the free act and deed of **NEW ENGLAND WASTE SERVICES OF VERMONT, INC.**

Before me,

SHELLEY S. FIELD
Notary Public, State of Vermont
My Commission Expires Feb. 10, 2015

Shelley S. Field
Notary Public
(My commission expires Feb. 10, 2015)

IN WITNESS WHEREOF, the STATE OF VERMONT has caused this instrument to be subscribed, this ____ day of October, 2014, by Brian R. Searles/Susan M. Minter, its [Deputy] Secretary of Transportation and duly authorized agent.

STATE OF VERMONT
("VTrans")

By: _____
Brian R. Searles/Susan M. Minter
[Deputy] Secretary of Transportation

STATE OF VERMONT
WASHINGTON COUNTY, ss.

At Montpelier, this ____ day of October, 2014, personally appeared Brian R. Searles/Susan M. Minter and acknowledged the foregoing instrument, by him/her as [Deputy] Secretary of Transportation and duly authorized agent of the **STATE OF VERMONT** subscribed, to be his/her free act and deed and the free act and deed of the **STATE OF VERMONT**.

Before me,

Notary Public
(My commission expires Feb. 10, 2015)

APPROVED AS TO FORM:

DATED: _____

ASSISTANT ATTORNEY GENERAL