

September 16, 2016

Via Email and U.S. Mail

James W. Parker, Chair,
Board of Environmental Protection
c/o Ruth Ann Burke
17 State House Station
Augusta, ME 04333-0017

Cynthia S. Bertocci, Executive Analyst
Board of Environmental Protection
c/o Ruth Ann Burke
17 State House Station
Augusta, ME 04333-0017

Re: Juniper Ridge Landfill Expansion
DEP # S-020700-WD-BI-N and #L-024251-TG-C-N

Dear Chair Parker and Ms. Bertocci:

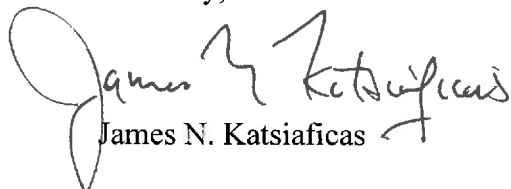
I am writing to follow up on matters raised at the September 13, 2016 Pre-Hearing Conference in this matter, at which the City of Old Town was requested to provide documents referenced in Pre-Filed Testimony of City Manager William J. Mayo.

As background, at its July 28, 2016 meeting, the Old Town City Council authorized the City Manager to sign the following documents, which will not be signed until such time as the Applicants receive their permits and approvals: Declaration of Covenants and Restrictions, and Allocation of Costs for Implementation of Declaration of Covenants and Restrictions. Also on July 28, 2016, I explained to the City Council that the Maine Department of Transportation's work plan for 2016 and for 2017-2018 includes work on Route 16 in the area of the Juniper Ridge Landfill; we have excerpts from that MDOT Work Plan, MDOT's project site map and MDOT's signage plan for the area.

Copies of each of these documents are attached.

Thank you for your attention to this matter.

Sincerely,


James N. Katsiaficas

Enclosure

cc: Service List (via email)

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS made as of this ___ day of _____, 2016, by the **STATE OF MAINE**, acting by and through _____, and [pursuant to _____], (the “Declarant”).

WITNESSETH

WHEREAS, the Declarant holds title to a certain lot or parcel of land in the City of Old Town, Penobscot County, Maine, a portion of which is comprised of approximately 266 acres located northerly of and adjacent to the Juniper Ridge Landfill, and said portion is more particularly described in **Exhibit A** attached hereto and incorporated herein (the “Protected Property”) and as shown on the plan attached hereto and incorporated herein as **Exhibit B** (the “Plan”); and

WHEREAS, Declarant, by and through NEWSME Landfill Operations LLC (the “Operator”), has obtained approval from the Department of Environmental Protection (“DEP”) pursuant to permit _____, and the U.S. Army Corps of Engineers (“ACOE”) pursuant to permit _____ for a 74 acre expansion of the Juniper Ridge Landfill, which expansion will result in unavoidable filling of 2.04 acres of freshwater wetlands not designated as Wetlands of Special Significance, as defined by 06-096 CMR 310.4, clearing of 0.10 acres of wetland vegetation, tree clearing impacts to 1 man-made vernal pool, tree clearing impacts in the terrestrial habitat of a Significant Vernal Pool, and direct impact to 6 man-made vernal pools; and

WHEREAS, the DEP and the ACOE have approved a compensation plan for said filling and clearing impacts as set forth in said permit, Declarant has agreed to preserve in perpetuity the Protected Property, which Protected Property includes 57 acres of wetlands, 209 acres of adjacent upland, and 25 documented vernal pools, as open space in its natural state;

WHEREAS, the **CITY OF OLD TOWN**, a body politic and corporate existing under the laws of the State of Maine, with a mailing address of 265 Main Street, Old Town, ME 04105 (“Third Party”), at a meeting held on _____, by a vote of its _____, was authorized to accept rights to enforce this Declaration of Covenants and Restrictions as set forth herein for the purpose of preserving the said Protected Property. [CONFIRM APPROVAL PROCESS WITH CITY]

NOW, THEREFORE, the Declarant hereby declares that the Protected Property is and shall forever be held, transferred, sold, conveyed, occupied and maintained subject to the terms, covenants, conditions, and restrictions set forth herein, which terms, covenants and restrictions which will run with and bind the Protected Property in perpetuity:

1. TERMS, COVENANTS AND RESTRICTIONS

The Protected Property shall remain in its present natural condition in perpetuity and the natural characteristics of the Protected Property shall be retained and protected in perpetuity to assure availability for recreational and open space use, to protect natural resources including wetlands and vernal pools, to maintain and improve water quality of the adjacent existing brook and wetlands and of the Protected Property, and to prevent any use of the Protected Property that would significantly impair or interfere with the uses set forth above.

2. USE RESTRICTIONS

- a. The Protected Property may not be divided, subdivided, partitioned or otherwise partially conveyed in separate ownership.
- b. Commercial, industrial, quarrying or other surface mining activities or removal of rocks, minerals, gravel, sand, topsoil, or other similar materials, and agricultural and forestry activities on the Protected Property are prohibited. Agricultural and forestry activities shall include animal husbandry, floricultural, and horticultural activities, the production of plant and animal products for domestic or commercial purposes, the growing, stocking, cutting and sale of trees of any size capable of producing timber or other forest products and the processing and sale of products produced on the Protected Property.
- c. Except as set forth in Section 3, no structures, temporary or permanent, including but not limited to, dwellings, vehicle parking areas, subsurface wastewater treatment and disposal systems, mobile homes, utility towers or poles, or wireless communication facilities are permitted on the Protected Property except that Declarant retains the right to locate, use, remove from or maintain fences, solely to mark boundaries, and boundary markers on the Protected Property.
- d. Except as set forth in Sections 3 and 5, there shall be no filling, dumping, storing, or excavation of soil, loam, peat, sand, gravel, concrete, rock or other mineral substance, or other alteration made to the surface of the Protected Property, or alteration or manipulation of the topography of the Protected Property, all except as necessary for groundwater and surface water quality monitoring conducted by Declarant or Operator pursuant to any regulatory requirements related to the Protected Property or adjacent property of the Declarant.
- e. Disposal of or storage of rubbish, garbage, debris, abandoned vehicles or equipment, or parts hereof, or other unsightly or offensive waste material on the Protected Property is prohibited.
- f. Dumping, burning, release, burial, injection, or disposal of any type of material on the Protected Property is prohibited.
- g. Except as related to trail signage for trails constructed pursuant to Section 3 below, the placement of signs, billboards or other advertising materials or structures of any kind on the Protected Property is prohibited.
- h. Except as set forth in Section 5 below, the use of pesticides, poisons, biocides or fertilizers, draining of wetlands, burning of marshland or disturbances or changes in the natural habitat of the Protected Property is prohibited.
- i. The manipulation or alteration of the natural watercourses, lakeshores, marshes or other water bodies, or any activities which could be detrimental to water purity or to any vegetative, wildlife or hydrological function of the Protected Property is prohibited.

j. Except as set forth in Section 3 below, operation of motorized vehicles, snowmobiles, dune buggies, motorcycles, mini-bikes, go-carts, all-terrain vehicles, or any other type of vehicle on the Protected Property is prohibited.

3. PUBLIC ACCESS AND VEHICLES

- a. Declarant may, with Third Party and Operator's written consent, grant appropriate permission to the general public to enter the Protected Property for recreational purposes which may include hiking, walking, cross-country skiing, travel by snow shoes, hunting, picnicking, or bird-watching, but which shall not include bicycling. Declarant may, with written consent of Third Party and Operator, construct a trail or trails on the Protected Property provided that (i) any public access shall be in full conformance with the terms and conditions of this Declaration; (ii) Third Party shall be solely responsible for maintaining the existing trails and any future trails existing or constructed on the Protected Property; (iii) no trails shall be constructed, and no public access shall be permitted within ___ feet of any wetland or vernal pool delineated on the Plan; (iv) no trails shall be constructed and no public access shall be permitted within ___ feet of the boundary of the Juniper Ridge Landfill as shown on the Plan and (v) any acquiescence or permission to enter the Protected Property shall not be construed as an invitation or license, and neither the Declarant nor the Operator assumes any liability to recreational users for accidents, injuries, acts, or omissions beyond the standard of care owed or beyond the limitations of liability for injury to the public under Title 14, M.R.S. Section 159-A, or successor provisions thereof, and other applicable law.
- b. No motorized vehicles shall be permitted on the Protected Property, excepting (i) emergency vehicles; (ii) vehicles used in the maintenance or repair of the Protected Property; (iii) vehicles used to maintain or repair the facilities or rights set forth in Section 5 below; and (iv) recreational use of snowmobiles and all-terrain vehicles, but such use must be limited to the use of one trail to be constructed by the Declarant or Third Party, or the Third Party's designee, pursuant to the provisions of Section 3(a) in a specified location mutually agreed upon between Third Party and Declarant.

4. RESERVED RIGHTS OF DECLARANT AND NOTICES

Except as expressly limited herein, Declarant reserves all rights as owner of the Protected Property, including the right to convey and use the Protected Property for all purposes not inconsistent with this Declaration, including but not limited to the uses specified in §§4(a), (b) and (c) below. Declarant must provide at least sixty (60) days advance written notice to Third Party and the DEP, before undertaking any permitted use of the Protected Property that may have a material adverse effect on the purposes of this Declaration. Without limiting the generality of the foregoing, the following rights are expressly reserved:

- a. The right to advertise the Protected Property for sale or rent and to convey the Protected Property, always subject to the terms of this Declaration;

- b. The right to enter the Protected Property to conduct all activities necessary to comply with the terms and conditions of the following, as the same may be amended from time to time (collectively, the “Permits”):
[INCLUDE PERMITTING INFORMATION]
- c. The right of Declarant and the Operator to exercise or carry out any rights or obligations set forth in [INCLUDE REFERENCES TO ANY EXISTING DEED RESTRICTIONS AND ASSOCIATED RECORDING INFORMATION]

[ANY OTHER RESERVED RIGHTS?]

Notices to Third Party: Any notice to Third Party required hereunder must be made by first class mail, addressed to: _____ or other authorized person hereafter designated in writing by Third Party.

Notices to DEP: Any notice to DEP required hereunder must be made by first class mail, addressed to: _____ or other authorized person hereafter designated in writing by DEP.

Notices to Third Party and DEP, and requests for approval must include, at a minimum, sufficient information to enable Third Party and DEP to determine whether proposed plans are consistent with the terms of this Declaration. Within thirty (30) days of receipt of Declarant’s notice made in compliance herewith, Third Party and DEP will respond to said notice, either requesting any necessary additional information or stating any specific objections and including suggested changes to guide Declarant in modifying proposed plans to bring them into compliance with the terms of this Declaration.

Notices to Declarant: Any notice to Declarant required hereunder must be made by first class mail, addressed c/o _____ or other authorized person hereafter designated in writing by Declarant, with a copy to Operator at _____, or other authorized person hereafter designated by Operator.

5. **CUTTING OF TIMBER AND VEGETATION:** Excepting the maintenance or construction of trails conducted in accordance with the terms of this Declaration, the destruction or removal of standing timber, plants, shrubs or other vegetation shall not be permitted, except however, there are retained in the Declarant, the following rights:

- a. The right to clear and restore forest cover and other vegetation that is damaged or disturbed by the forces of nature, such as fire or disease;
- b. The right to clear and restore forest cover and other vegetation, in the event of an emergency, or when necessary to prevent the spread of fire or disease;
- c. The right to remove debris, dead trees, or brush for the purpose of promoting safety and conservation values.
- d. The right to prune and thin live trees and brush for the purpose of promoting safety and conservation values.

- e. The right to plant trees, shrubs, or other vegetation for the purpose of promoting wildlife or conservation values.
- f. The right to grade and landscape at the direction and approval of the Third Party and the DEP. Work must maintain conservation values.
- g. The right to control the introduction, spread, or the increased risk of invasion of invasive plant or animal species.
- h. The right to clear forest cover and other vegetation to the extent convenient or necessary to exercise Declarant's right to construct trails on the Protected Property as set forth in Section 3(a) above.

6. MONITORING AND ENFORCEMENT OF RIGHTS

Each party has the right to assure that the condition of the Protected Property is in compliance with all of the terms, covenants and restrictions herein. In connection with such efforts, a person(s) designated by Third Party and DEP has the right to enter the Protected Property to make periodic inspections in any reasonable manner and at any reasonable time after providing Declarant with notice by first class mail or telephone. Third Party agrees to keep on file and provide to the Declarant, via first class mail, copies of any reports made in connection with inspections of the Protected Property.

In the event any party determines in its best judgment that a breach by the other party of this Declaration has occurred or is in existence, the non-breaching party will notify breaching party via certified mail return receipt requested, with a copy to DEP. The breaching party must discontinue the breach and, at the non-breaching party's request, restore the Protected Property to its condition at the time of this grant, subject to permitted changes made subsequently.

If the breaching party fails within a reasonable time to discontinue the breach or to undertake or complete requested corrective action, the non-breaching party is entitled to pursue its remedies at law and in equity, including the right to seek an order requiring restoration at the breaching party's cost as aforesaid. Requirement of written notice is waived in matters requiring more immediate action, in which case the non-breaching party is entitled immediately to pursue its remedies at law or in equity, ex parte as necessary, after making reasonable efforts to contact the breaching party. Declarant, Third Party, and the DEP agree that non-compliance with the terms of this Declaration constitutes immediate and irreparable injury, loss and damage to the Protected Property and accordingly entitles the non-breaching party to such equitable relief as a Court deems just. If a Court, or other finder of fact chosen by the parties, determines that this Declaration has been breached, the breaching party must reimburse non-breaching party for any reasonable costs of enforcement, including court costs, reasonable attorneys' fees, and any other payments ordered by such Court.

Declarant is not responsible for injury to or change in the Protected Property resulting from causes beyond the Declarant's control, such as, but not limited to, fire, flood, storm, and earth movement, or from any prudent action taken by Declarant under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes. Nothing herein should be construed to preclude Declarant's and Third Party's rights to recover damages from any third party for trespass or other violation of their respective rights in this Declaration and the Protected Property. The failure or delay of the Third Party, for any reason whatsoever, to enforce this Declaration shall not constitute a waiver of its rights. Declarant hereby waives any defense of laches, prescription or estoppel.

7. MORTGAGE FORECLOSURE

The right of Third Party to enforce the terms, restrictions and covenants created under this Declaration shall not be extinguished by foreclosure of any mortgage or of any publicly or privately placed lien, and Third Party's rights hereunder are paramount to any subsequently placed mortgage or lien except with respect to Third Party's right to damages based upon a violation that occurs subsequent to recording of such mortgage or lien.

8. BINDING EFFECT; NOTICE OF CONVEYANCE.

The covenants agreed to and the terms, conditions, restrictions and purposes imposed with this Declaration shall be binding upon the Declarant, its heirs and assigns, any successor-in-interest to the Protected Property and its executors, administrators and legal representatives, and shall be binding upon Third Party and its successors and assigns. The Declarant, its successors and assigns agree that the terms, conditions, restrictions, and purposes of the grant will be inserted in any subsequent conveyance of any interest in the Protected Property, and that the Declarant will notify Third Party and DEP, its successors and assigns, of any such conveyance in writing by certified mail within fifteen (15) days after closing.

9. EXCEPTIONS TO TITLE

This Declaration is made SUBJECT TO all matters, terms, easements and conditions set forth below: [INCLUDE ALL EXCEPTIONS TO TITLE AS INDICATED IN TITLE COMMITMENT].

10. MISCELLANEOUS

- (a) If any provision of this Declaration is found to be invalid, the remainder of the provisions of this Declaration shall not be affected thereby.
- (b) Any uncertainty in the interpretation of this Declaration should be resolved in favor of conserving the Protected Property in its natural and open scenic state.
- (c) Declarant, its successors and assigns reserve the right to assign all or any portion of its rights and obligations in the Protected Property to the Operator, and Third Party agrees to consent to the same, so long as such assignment is evidenced by a written instrument recorded in the Penobscot County Registry of Deeds.
- (e) Third Party hereby releases Declarant from any and all claims arising out of Third Party's exercise of its rights hereunder, excepting claims arising from Declarant's negligent or other wrongful act or omission. Third Party agrees to hold Declarant harmless from and to indemnify Declarant against any claim, including, but not limited to, reasonable attorney's fees and costs incurred in defending such claim or enforcing this indemnity, or other liability of Third Party that may be asserted against Declarant in connection with or arising from any negligent or other wrongful act or omission of Third Party in performing its obligations or exercising its rights under this Declaration.
- (f) Declarant hereby releases Third Party from any and all claims arising out of Declarant's exercise of its rights hereunder, excepting claims arising from Third Party's negligent or other wrongful act or omission. Declarant agrees to hold Third Party harmless from and to

indemnify the Third Party, its officers, directors, agents and employees against any claim including, but not limited to, reasonable attorney's fees and costs incurred in defending such claim or enforcing this indemnity, or other liability of Declarant that may be asserted against Third Party in connection with or arising from any negligent or other wrongful act or omission of Declarant in exercising its rights or performing its obligations under this Declaration.

- (g) This Declaration may be amended or revoked only in writing, signed by the Declarant, or its successors and assigns, the Third Party, or its successors and assigns, and the DEP.
- (h) This Declaration shall be governed by and interpreted in accordance with the laws of the State of Maine.

[REMAINDER OF PAGE INTENTIONALLY BLANK. SIGNATURE PAGE FOLLOWS]

STATE OF MAINE, by and through _____ has caused this instrument to be executed by _____, its _____, this _____ day of _____, 2016.

STATE OF MAINE

By: _____

Name:

Its:

STATE OF _____

COUNTY OF _____, ss.

On _____, personally appeared the above-named _____, _____ in his said capacity, and acknowledged the foregoing to be his free act and deed and the free act and deed of the State of Maine.

Before me,

Notary Public

Printed Name:

THIRD PARTY ACCEPTANCE

The above and foregoing Declaration was authorized to be enforced by the City of Old Town, Third Party as aforesaid, and the said Third Party does hereby accept the right to enforce the Declaration, by and through _____, its _____, hereunto duly authorized this ____ day of _____, 2016.

CITY OF OLD TOWN, a body politic and corporate under the laws of the State of Maine

Witness

By: _____

STATE OF MAINE
COUNTY OF PENOBSCOT

Dated: _____

Personally appeared before me the above-named _____, _____ of the above-named Third Party, City of Old Town, and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity, and the free act and deed of the City of Old Town.

Notary Public
My Commission Expires:

(Type or print name of Notary)

**DEPARTMENT OF ENVIRONMENTAL
PROTECTION, STATE OF MAINE**

Witness

By: _____
Name: _____
Its: _____

STATE OF _____
COUNTY OF _____

Dated: _____

Personally appeared before me the above-named _____, _____ of the above-named Maine Department of Environmental Protection, and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity, and the free act and deed of the Maine Department of Environmental Protection.

Notary Public
My Commission Expires:

(Type or print name of Notary)

EXHIBIT A

A certain lot or parcel of land located on the westerly side of, but not adjacent to, Road in the Town of Old Town, Penobscot County, Maine, bounded and described as follows:

[INSERT LEGAL DESCRIPTION]

Meaning and intending to describe a portion of the land described in a deed recorded in the Penobscot County Registry of Deeds in Book 9188, Page 152.

**AGREEMENT REGARDING ALLOCATION OF COSTS
FOR IMPLEMENTATION OF DECLARATION
OF COVENANTS AND RESTRICTIONS**

This Agreement (“Agreement”) made as of this ____ day of _____, 201_, by and between the STATE OF MAINE, acting by and through the Bureau of General Services (the “State”), the CITY OF OLD TOWN, MAINE, a municipal corporation organized and existing under the laws of the State of Maine, having its principal offices at 265 Main Street, Old Town, Maine 04468 (the “City”) and NEWSME LANDFILL OPERATIONS, LLC, a Maine limited liability company with a place of business in Saco, Maine (“NEWSME”), each individually a “Party” and collectively, the “Parties”.

WITNESSETH

WHEREAS, the State has executed a Declaration of Covenants and Restrictions dated _____ (the “Declaration”), to preserve in perpetuity a preservation area comprised of approximately 266 acres northerly of the Juniper Ridge Landfill (“JRL”) and described in the Declaration as the Protected Property; and

WHEREAS, NEWSME is the operator of the JRL pursuant to an Operating Services Agreement with the State executed on February 5, 2004 (the “OSA”); and

WHEREAS, the City, by a vote of its City Council has been authorized to accept rights, as a Third Party, to enforce the Declaration in accordance with its terms; and

WHEREAS, the Parties wish to clarify among themselves who is responsible for certain costs that may arise from time to time in the implementation of the Declaration.

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Costs under the Declaration.

The following costs that may arise during the implementation of the Declaration shall be allocated as follows:

- (a) NEWSME shall be responsible for payment of all costs that may be required for surveying the Protected Property and recording the Declaration.
- (b) During the term of the OSA, any extension thereof, and any closure or post-closure care period at JRL for which NEWSME is responsible under the OSA, NEWSME shall reimburse the City for all reasonable costs incurred by the City: (1) in reviewing, evaluating and responding to Declarant’s notice of undertaking any permitted use of the Protected Property that may have a material adverse effect on

the purposes of the Declaration, pursuant to Section 4 of the Declaration; (2) in reviewing, directing and approving Declarant regarding grading and landscaping pursuant to Section 5 of the Declaration; and (3) in monitoring the Protected Property, including, but not limited to conducting periodic inspections of the Protected Property, preparing inspection reports, keeping these inspection reports on file, and providing copies by first-class mail to the Declarant, all pursuant to Section 6 of the Declaration. For the avoidance of doubt, the Parties agree that NEWSME is responsible for these costs while it is the operator of JRL or is obligated under the OSA to complete closure and post-closure monitoring and maintenance at JRL. In the event NEWSME is replaced as operator or as provider of closure or post-closure monitoring and maintenance at JRL, either the new operator or provider of closure or post-closure care or the State shall be responsible for these costs. The City will strive to use a City employee for the periodic inspections it conducts pursuant to the Declaration, and will provide the State and NEWSME with a copy of its inspection report.

- (c) During the term of the OSA, any extension thereof, and any closure or post-closure monitoring and maintenance period at JRL for which NEWSME is responsible under the OSA, NEWSME shall reimburse the City for its reasonable costs of enforcement of the Declaration pursuant to Section 6 of same, including court costs and reasonable attorneys' fees, provided a court or other fact-finder chosen by the Parties determines that the Declaration has been breached and that NEWSME is the responsible party. If it is determined by a court or other fact-finder that the State is responsible for the alleged breach, then the State shall reimburse the City. In the event NEWSME is replaced as operator or as provider of closure or post-closure monitoring and maintenance at JRL, either the new operator or provider of closure or post-closure monitoring and maintenance or the State shall be responsible for these costs.
- (d) With respect to any trail or trails constructed on the Protected Property pursuant to Section 3(a) of the Declaration, the Party seeking to construct said trail or trails shall be solely responsible for all costs of constructing and maintaining such trail or trails. By way of example only, should the City desire to construct a trail allowing public access on the Protected Property in accordance with the terms of the Declaration, and the State and NEWSME consent in writing to same, the City would be solely responsible for the costs of constructing and maintaining such trail.
- (e) To the extent there are any other costs incurred in the implementation of the Declaration (e.g., in the exercise of the State's rights to clear certain forest cover and vegetation pursuant to section 5 of the Declaration), the Party incurring such costs would be responsible for payment of same.
- (f) Neither the State, the City nor NEWSME assumes any liability to recreational users for accidents, injuries, acts or omissions beyond the standard of care owed or beyond the limitations of liability for injury to the public under Title 14 MRS § 159-A, or successor provisions thereof, and other applicable law. Neither the State,

the City nor NEWSME is responsible for injury to or change in the Protected Property resulting from causes beyond their control, such as, but not limited to, fire, flood, storm, and earth movement, or from any prudent action taken by any of them under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes. Nothing herein should be construed to preclude the State's, the City's or NEWSME's rights to recover damages from any third party for trespass or other violation of their respective rights in the Declaration and the Protected Property.

- (g) Within 30 days after the end of any calendar month in which the City incurs costs to which it is entitled to reimbursement under this Agreement, the City will send an invoice for those costs to NEWSME and to the State, and payment of the same, whether made by NEWSME, by a successor operator or provider of closure or post-closure monitoring and maintenance at JRL, or by the State, shall be made to the City within 30 days from the State's receipt of that invoice.

2. Term of Agreement.

This Agreement shall be deemed to commence on the day all relevant Parties have signed both this Agreement and the Declaration and shall only terminate on the occasion of a revocation of the Declaration pursuant to section 10(g) thereof, which revocation must be in writing, signed by the State, or its successors and assigns, the City, or its successors and assigns, and the Maine DEP.

3. Cooperation Among Parties

During the term of this Agreement, the Parties agree to cooperate and work together regarding the preservation of the Protected Property and to conduct ongoing communication concerning the Protected Property.

4. No Joint Venture

The Parties acknowledge and agree that nothing contained in this Agreement is intended to nor shall be construed to create a partnership or joint venture among the State, the City and NEWSME or, except as provided in section 1, make any Party in any way liable or otherwise responsible for the debts, actions, obligations or losses of the other party.

5. Certain Representations, Warranties and Covenants of the City

The City represents and warrants to the State and NEWSME as follows:

- (a) The City is validly existing as a political subdivision of the State of Maine in good standing under the laws of the State of Maine.
- (b) The City has full power and authority to enter into this Agreement and to fully perform its duties and obligations hereunder. The City's Council has duly authorized the execution and delivery of this Agreement and the City's performance

of its duties and obligations hereunder, and this Agreement constitutes a valid and legally binding obligation of the City, enforceable in accordance with its terms.

6. Certain Representations, Warranties and Covenants of NEWSME

NEWSME represents and warrants to the City and the State as follows:

- (a) NEWSME is a limited liability company duly organized and existing under the laws of the State of Maine and authorized to do business and in good standing under the laws of the State of Maine with the full legal right, power and authority to enter into and fully and timely perform its obligations under this Agreement.
- (b) NEWSME has duly authorized, executed and delivered this Agreement, and this Agreement constitutes a legal, valid and binding obligation, enforceable against NEWSME in accordance with its terms, subject to bankruptcy, insolvency and other laws affecting creditors' rights generally.
- (c) Neither the execution nor delivery by NEWSME of this Agreement nor the performance by NEWSME of its obligations in connection with the transactions contemplated hereby or NEWSME's fulfillment of the terms and conditions hereof conflicts with, violates or results in a breach of any law or governmental regulation applicable to NEWSME or materially conflicts with, violates or results in a breach of, any term or condition of any order, judgment or decree or any agreement or instrument to which NEWSME is a party or by which NEWSME or any of its properties or assets is bound, or otherwise constitutes a default thereunder.
- (d) No approval, authorization, order, consent, declaration, registration or filing with any federal, state or local governmental authority or agency is required for the valid execution and delivery by NEWSME of this Agreement or the performance by NEWSME of its obligations hereunder.

7. Survival of Representations, Warranties and Covenants

All representations, warranties, promises, agreements, statements and covenants made herein, or in any instrument or document delivered by or on behalf of any Party pursuant to this Agreement, shall remain in effect during the Term and shall survive termination hereof to the extent specifically contemplated herein.

8. Non-Appropriation

Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund its obligations under this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine Courts, then the State is not obligated to make payments under this Agreement. In the event the State becomes responsible for costs under this Agreement, the State agrees to include in the applicable fiscal year budget a request for funds to

meet its obligations under this Agreement, and to use best efforts to obtain the appropriation of sufficient funds to pay for such costs. Such best efforts include the use of all reasonable and lawful means at its disposal to insure the appropriation of such funds.

9. Default and Remedies

- (a) Notice/Cure. If any Party fails to perform a material obligation under this Agreement, then any other Party shall give notice to all Parties of such alleged material failure, describing the alleged material failure and the action required to cure such material failure, if any. If the Party or Parties receiving such notice fail to cure any such material failure to perform pursuant to Section 10 hereof, then an “Event of Default” shall be deemed to have occurred and the other Party or Parties shall have the rights and remedies set forth in this Agreement.
- (b) Remedies. If any Event of Default occurs (as defined in subsection 9(a) above), then (i) this Agreement may be terminated by a non-defaulting Party by giving notice of termination to the defaulting party or parties, and/or (ii) pursuant to the dispute resolution process set forth in Section 11 below, the non-defaulting Party shall have the right to seek whatever damages or remedies that are available in an action at law or in equity it deems necessary or desirable to collect any amounts then due or thereafter to become due under this Agreement or to enforce performance of any covenant or obligation of the defaulting Party or Parties under this Agreement.
- (c) Sovereign Immunity. The City and NEWSME acknowledge and agree that nothing in this Agreement, or the execution and delivery of this Agreement, or the agreement by the State to perform its obligations hereunder constitutes or is intended to constitute abrogation of the sovereign immunity of the State or of the City’s privileges and immunities with respect to each and every term of this Agreement. In this regard, the State expressly reserves its right of sovereign immunity with respect to its obligations hereunder, and the execution and delivery of this Agreement by the State, and its undertakings herein in no way waive, partially waive, imply a waiver, limit or restrict the State’s unconditional right to exercise its right of, or to assert sovereign immunity with respect to any matter, term or issue arising under or relating to this Agreement. In this regard, the City expressly reserves its defenses and rights of immunity with respect to its obligations hereunder, and the execution and delivery of this Agreement by the City and its undertakings herein in no way waive, partially waive or otherwise limit or restrict any defense, immunity or limitation of liability that may be available to the City as a governmental entity, or to any of its officers, agents or employees, pursuant to the Eleventh Amendment to the Constitution of the United States, the Constitution or Maine, the Maine Tort Claims Act (1 M.R.S. §8101 *et seq.*), any State or federal statute, the common law, or any privileges or immunities as may be provided by law.

10. Right To Cure Breach

Upon its receipt of a notice of alleged material failure to perform a material obligation under this Agreement issued under Section 9 hereof, the receiving Party or Parties shall either:

- (a) Cure the material failure to perform within thirty (30) days of receipt of the written notice from any other Party; or
- (b) Continuously demonstrate, within such thirty (30) day cure period, if cure cannot reasonably be effectuated during such period, that it is actively pursuing a course of action which reasonably can be expected to lead to a cure of the material failure to perform (and the cure period shall be extended for so long as the curing Party or Parties are actively and continuously pursuing such course of action) within a commercially reasonable period of time not to exceed ninety (90) days.

11. Resolution of Disputes

- (a) Negotiation. The Parties agree that in the event of any dispute, controversy or claim arising under or relating to this Agreement or any alleged breach thereof, the Parties shall attempt to come to a reasonable settlement of any dispute (i) by having their authorized representatives attempt to negotiate a resolution of the dispute for a period of thirty (30) days, and, if not resolved by the authorized representatives, (ii) by having other more senior members of each Party's management, who have no previous involvement in the dispute, but who have the authority to resolve the dispute, attempt to negotiate a resolution of the dispute for an additional fifteen (15) days.
- (b) Mediation.
 - (i) In the event that the Parties are unable to resolve any dispute through negotiation, the Parties agree to mediate any such dispute. The Parties agree that mediation shall be conducted promptly and efficiently in an effort to resolve any such dispute.
 - (ii) Any Party desiring to invoke mediation shall send notice to the other Party regarding the issues to be mediated. The Parties shall, within ten (10) days of such notice, agree upon a mutually acceptable mediator who shall be independent and impartial, have full authority to implement the process required by this paragraph, and have full authority to schedule meetings and to require the production or exchange of relevant information as is necessary to promptly resolve the dispute. The Parties shall pay the cost of the mediator equally.
 - (iii) Any compromise achieved through mediation shall be memorialized in a report rendered by the mediator. In the event that the dispute is not resolved through mediation within sixty (60) days after the mediator has been

appointed, the mediator shall render a report regarding the nature of this dispute, the mediator's opinion as to how the dispute should be resolved, and the mediator's opinion regarding which Party is at fault in the dispute. The report rendered by the mediator shall be non-binding and shall not be admissible in court against either Party, except in connection with an application for attorney's fees as provided below.

- (iv) Any time limit in this paragraph may be extended by mutual agreement of the Parties.
- (c) Judicial Relief. In the event any controversy between the Parties hereto involving the construction or application of any terms, covenants or conditions of this Agreement, or any claims arising out of or relating to this Agreement, or the breach or default hereof or thereof, not resolved by negotiation or mediation pursuant to Sections 11 (a) and (b), either party may seek a judicial relief.
- (d) Availability of Judicial Relief and Consent to Jurisdiction. In addition to any rights or remedies that the Parties might otherwise be entitled to invoke, the Parties may seek specific enforcement of any provision of this Agreement or injunctive relief in a legal or equitable proceeding. For purposes of the preceding sentence, the Parties and their assigns agree that judicial relief shall be sought in any state or federal court located in the State of Maine in connection with any proceeding or action arising from or relating to this Agreement or the agreements referred to herein. In the event a Party commences any action in another jurisdiction or venue under any tort or contract theory arising directly or indirectly from the relationship created by this Agreement, the other Parties at their option shall be entitled to have the case transferred to the jurisdiction and one of the venues above-described, or if such transfer cannot be accomplished under applicable law, to have such case dismissed without prejudice.

12. Miscellaneous

- (a) Assignment. This Agreement may not be assigned by any Party without the prior written consent of the others, which consent may not be unreasonably withheld; notwithstanding the foregoing, NEWSME shall have the right to assign this Agreement without the consent of the other Parties (i) to any affiliate provided that NEWSME remains fully liable hereunder and provides reasonable assurances of the same to the State and the City in connection with any such assignment, or (ii) in connection with the sale of all or substantially all of the assets of NEWSME (or those of its ultimate parent, Casella Waste Systems, Inc.) provided, however, in the event of such a sale, NEWSME shall provide advance notice to the City and the State if in the judgment of NEWSME's counsel such notice may be given without violating securities or other applicable laws.
- (b) Cumulative Remedies. The specified remedies available to a Party under this Agreement are not exclusive of any other remedies or means of redress to which

such Party may be lawfully entitled in the event of any breach or threatened breach by the other Party of any provision(s) of this Agreement.

- (c) Captions and Headings. Captions and headings contained in this Agreement are inserted for convenience and reference only and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision or of the scope or intent of this Agreement, nor in any way to affect this Agreement.
- (d) Amendments and Modifications. This agreement shall not be amended, modified or changed, except pursuant to an agreement in writing signed by or on behalf of the party against whom enforcement of the amendment, modification or change is sought.
- (e) Notices. All notices or other communications required or permitted hereunder shall be in writing and may be given by personal delivery, by overnight express delivery, or by registered or certified U.S. mail, postage prepaid, return receipt requested, properly addressed as follows:

To the State:

With a copy to:

Executive Department
Bureau of General Services
38 State House Station
Augusta, ME 04333-0038
Attention: Director

William Laubenstein, Esq.
Office of Attorney General
6 State House Station
Augusta, ME 04333-0006

To NEWSME:

With a copy to:

Brian Oliver
Vice-President
NEWSME Landfill Operations, LLC
110 Main Street, Suite 1308
Saco, Maine 04072

Thomas R. Doyle, Esq.
Pierce Atwood
254 Commercial Street
Portland, ME 04101

To City of Old Town:

With a copy to:

City Manager
City of Old Town
265 Main Street
Old Town, ME 04468

James Katsiaficas, Esq.
Perkins Thompson
One Canal Plaza
PO Box 426
Portland, ME 04112-0426

Any Party may change the address to which notices are required to be sent by giving notice of such change in the manner provided in this Section 12. All notices

shall be deemed to have been received on the date of delivery if service is made in person, on the day after sent by overnight express delivery service, or on the third (3rd) business day after mailing in accordance with this Section 12, except that any notice of a change of address shall be effective only upon actual receipt.

- (f) Strict Performance. The failure of any Party to insist on the strict performance of any of the terms, covenants and provisions of this Agreement or to exercise any right, remedy or option herein contained shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition, provision, right, remedy or option.
- (g) Severability. In the event that any one or more of the terms or provisions of this Agreement shall for any reason be held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable in any respect, in whole or in part, such invalidity, illegality or unenforceability shall not affect any other terms or provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable term or provision had never been contained herein, provided that it is the intention of the Parties that, in lieu of such term or provision held to be invalid, illegal or unenforceable, there shall be added by mutual agreement as a part of this Agreement a term or provision as similar in term to such illegal, invalid or unenforceable term or provision as may be possible, valid, legal and enforceable.
- (h) Construction. Words connoting the singular number shall include the plural in each case, and vice versa, and words connoting persons shall include corporations, companies, firms or other entities. The terms “herein”, “hereunder”, “hereby”, “hereof” and any similar terms shall refer to this Agreement; the term “heretofore” shall mean before the date of execution of this Agreement. This Agreement is the result of joint negotiations and drafting and no part of this Agreement shall be construed as the product of anyone of the Parties hereto.
- (i) Entire Agreement. This Agreement constitutes the entire agreement among the State, City, and NEWSME with respect to the subject matter hereof, and supersedes all prior or contemporaneous negotiations, representations, understandings and agreements, whether written or oral, among the Parties with respect to the subject matter hereof.
- (j) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes, but all of which together shall constitute one and the same agreement.
- (k) Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Maine, without regard to the conflicts of law principles of such State.

- (l) Binding Effect; No Third Party Rights. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective legal representatives, successors (whether by sale, assignment, transfer, merger, other acquisition, operation of law, or court ruling) and/or permitted assigns. Subject to the foregoing, nothing in this Agreement shall be construed to confer any benefit on, or create any obligation, duty or liability to, or create any standard of care with respect to, any person, firm or entity not a Party to this Agreement.

- (m) Authority of Parties. Each Party hereto represents and warrants that the individual who has executed this Agreement on its behalf has the full and complete authority to sign on behalf of such party for the purpose of duly binding such party to this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on and as of the date first above written.

Witnesses:

STATE OF MAINE

By: _____
Its

CITY OF OLD TOWN

By: _____
Its City Manager

NEWSME LANDFILL OPERATIONS, LLC

By: _____
Its



Maine Department of Transportation



Statewide Transportation Improvement Program Federal Fiscal Years 2016-2017-2018-2019

April 7, 2016

**Prepared by
The Maine Department of Transportation
Bureau of Planning**

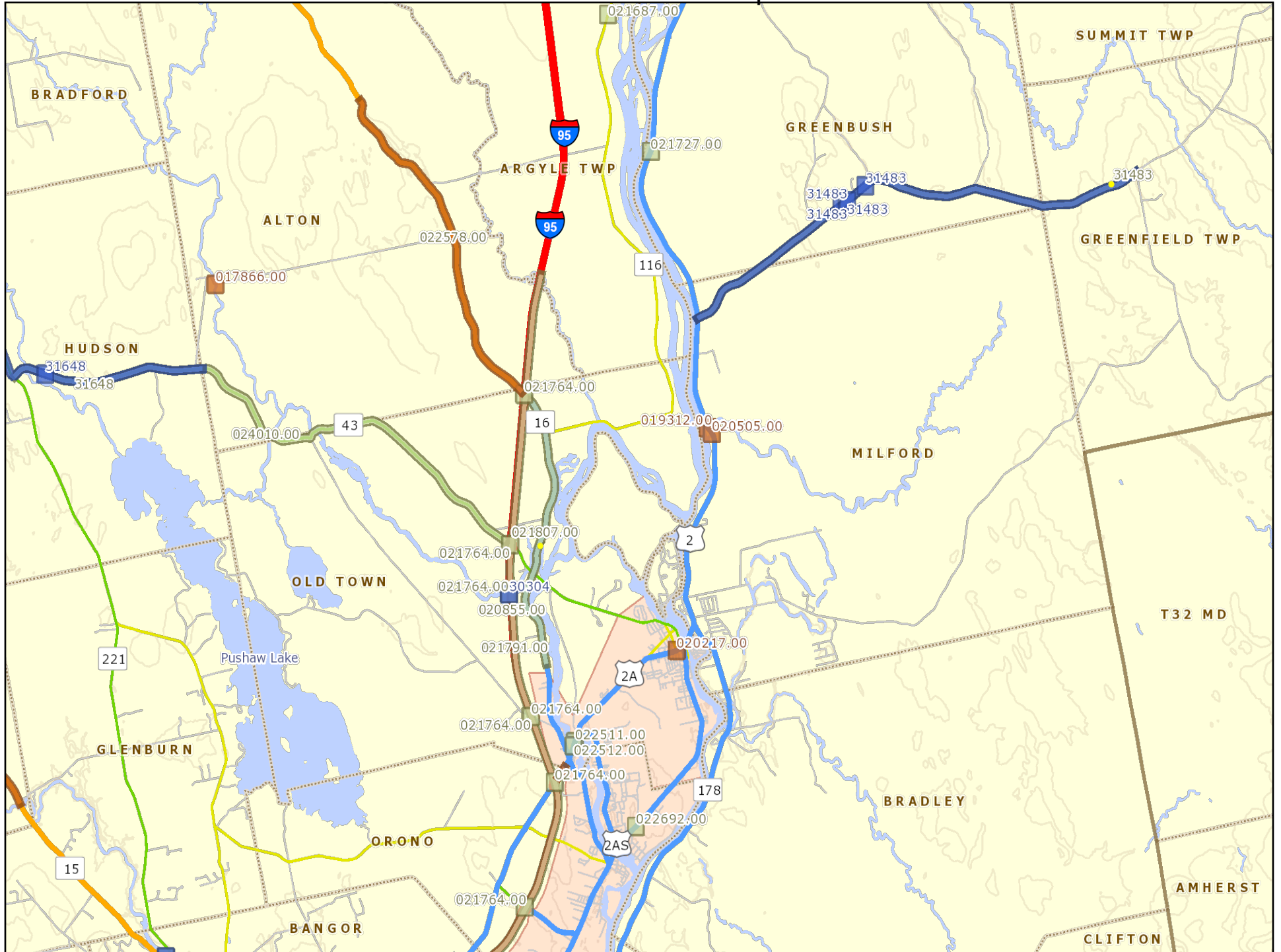
Maine Department of Transportation
Statewide Transportation Improvement Program-STIP
 Federal Fiscal Years 2016-2019

Town(s)/ Fed Project #	WIN Scope	Description	Fund Source	Available Funds	Obligations				
					To Date	FFY 2015/2016	FFY 2017	FFY 2018	FFY 2019
Abbot STP-2264(600)	022646.00 Reconstruction	Route 6 Beginning 0.39 of a mile north of West Road and extending southerly 2.69 miles.	Federal	\$4,181,600	\$50,000	\$458,000	\$0	\$3,673,600	\$1,840,474
			State	\$1,045,400	\$43,000	\$84,000	\$0	\$918,400	\$460,118
			Totals:	\$5,227,000	\$93,000	\$542,000	\$0	\$4,592,000	\$2,300,592
Stages: <input checked="" type="radio"/> PE <input checked="" type="radio"/> ROW <input checked="" type="radio"/> Con/CE <input type="radio"/> Planning <input type="radio"/> Capital/Equipment <input type="radio"/> Administration <input type="radio"/> Operating									
Acton STP-2026(700)	020267.00 Highway Rehabilitation	Route 109 Beginning 0.60 of a mile south of Garvin Road and extending northwesterly 2.18 miles.	Federal	\$2,120,000	\$200,000	\$40,000	\$1,128,000	\$752,000	\$0
			State	\$530,000	\$50,000	\$10,000	\$282,000	\$188,000	\$0
			Totals:	\$2,650,000	\$250,000	\$50,000	\$1,410,000	\$940,000	\$0
Stages: <input checked="" type="radio"/> PE <input checked="" type="radio"/> ROW <input checked="" type="radio"/> Con/CE <input type="radio"/> Planning <input type="radio"/> Capital/Equipment <input type="radio"/> Administration <input type="radio"/> Operating									
Addison BR-1684(900)X	016849.00 Bridge Replacement	Ridge Road Dyke Bridge (#3718) over West Branch Pleasant River. Located 0.06 of a mile southwest of Water Street.	Federal	\$332,000	\$220,000	\$112,000	\$0	\$0	\$0
			State	\$1,683,000	\$55,000	\$28,000	\$0	\$1,600,000	\$801,600
			Totals:	\$2,015,000	\$275,000	\$140,000	\$0	\$1,600,000	\$801,600
Stages: <input checked="" type="radio"/> PE <input checked="" type="radio"/> ROW <input checked="" type="radio"/> Con/CE <input type="radio"/> Planning <input type="radio"/> Capital/Equipment <input type="radio"/> Administration <input type="radio"/> Operating									
Alton BR-1786(600)X	017866.00 Bridge Replacement	Tannery Road Tannery Bridge (#5100) over Dead Stream. Located 0.20 of a mile east of Gerry Lane.	Federal	\$528,000	\$76,000	\$24,000	\$428,000	\$0	\$0
			State	\$132,000	\$19,000	\$6,000	\$107,000	\$0	\$0
			Totals:	\$660,000	\$95,000	\$30,000	\$535,000	\$0	\$0
Stages: <input checked="" type="radio"/> PE <input checked="" type="radio"/> ROW <input checked="" type="radio"/> Con/CE <input type="radio"/> Planning <input type="radio"/> Capital/Equipment <input type="radio"/> Administration <input type="radio"/> Operating									
Alton, Old Town STP-2257(800)	022578.00 1 1/4" Overlay	Route 16 Beginning 3.20 miles south of the Alton - Lagrange town line and extending southeasterly 5.89 miles.	Federal	\$1,496,800	\$36,000	\$1,460,800	\$0	\$0	\$0
			State	\$374,200	\$374,200	\$0	\$0	\$0	\$0
			Totals:	\$1,871,000	\$410,200	\$1,460,800	\$0	\$0	\$0
Stages: <input checked="" type="radio"/> PE <input type="radio"/> ROW <input checked="" type="radio"/> Con/CE <input type="radio"/> Planning <input type="radio"/> Capital/Equipment <input type="radio"/> Administration <input type="radio"/> Operating									
Amherst	021710.00 Bridge Wearing Surface Replacement	Route 9 Sumner Bridge (#3138) over West Branch Union River. Located 0.40 of a mile east of Foster Road.	Federal	\$120,000	\$0	\$20,000	\$100,000	\$0	\$0
			State	\$30,000	\$0	\$5,000	\$25,000	\$0	\$0
			Totals:	\$150,000	\$0	\$25,000	\$125,000	\$0	\$0
Stages: <input checked="" type="radio"/> PE <input checked="" type="radio"/> ROW <input checked="" type="radio"/> Con/CE <input type="radio"/> Planning <input type="radio"/> Capital/Equipment <input type="radio"/> Administration <input type="radio"/> Operating									

Maine Department of Transportation
Statewide Transportation Improvement Program-STIP
 Federal Fiscal Years 2016-2019

Town(s)/ Fed Project #	WIN Scope	Description	Fund Source	Available Funds	Obligations				
					To Date	FFY 2015/2016	FFY 2017	FFY 2018	FFY 2019
Old Orchard Beach	020872.00 Mill and Fill	Route 98 Beginning at Imperial Street and extending northerly 1.19 miles to Ross Road. PACTS Sponsored.	Federal	\$375,000	\$0	\$12,750	\$0	\$362,250	\$0
			Local-Other	\$125,000	\$0	\$4,250	\$0	\$120,750	\$0
			Totals:	\$500,000	\$0	\$17,000	\$0	\$483,000	\$0
			Stages: <input checked="" type="radio"/> PE <input checked="" type="radio"/> ROW <input checked="" type="radio"/> Con/CE <input type="radio"/> Planning <input type="radio"/> Capital/Equipment <input type="radio"/> Administration <input type="radio"/> Operating						
Old Town STP-1479(400)	014794.00 Reconstruction	Route 2A Highway Reconstruction: Beginning at College Avenue and extending northeasterly on Stillwater Avenue for 1.05 miles to the elementary school. Includes utility improvements. BACTS Sponsored.	Federal	\$3,423,211	\$3,403,401	\$19,811	\$0	\$0	\$0
			State	\$427,901	\$425,425	\$2,476	\$0	\$0	\$0
			Local-Other	\$1,819,805	\$1,572,975	\$246,830	\$0	\$0	\$0
			Totals:	\$5,670,918	\$5,401,801	\$269,117	\$0	\$0	\$0
Stages: <input checked="" type="radio"/> PE <input checked="" type="radio"/> ROW <input checked="" type="radio"/> Con/CE <input type="radio"/> Planning <input type="radio"/> Capital/Equipment <input type="radio"/> Administration <input type="radio"/> Operating									
Old Town STP-2021(700)	020217.00 Flashing Beacon	Route 2A Located at the intersection of Route 2A and Brunswick Street.	Federal	\$35,100	\$11,700	\$23,400	\$0	\$0	\$0
			State	\$3,900	\$1,300	\$2,600	\$0	\$0	\$0
			Totals:	\$39,000	\$13,000	\$26,000	\$0	\$0	\$0
Stages: <input checked="" type="radio"/> PE <input checked="" type="radio"/> ROW <input checked="" type="radio"/> Con/CE <input type="radio"/> Planning <input type="radio"/> Capital/Equipment <input type="radio"/> Administration <input type="radio"/> Operating									
Old Town	021807.00 PMRAP DOT Pugmill	Route 16 Beginning at Interstate 95 NB off ramp and extending southerly 4.63 miles.	State	\$1,197,500	\$0	\$35,000	\$0	\$697,500	\$465,000
			Totals:	\$1,197,500	\$0	\$35,000	\$0	\$697,500	\$465,000
Stages: <input checked="" type="radio"/> PE <input type="radio"/> ROW <input checked="" type="radio"/> Con/CE <input type="radio"/> Planning <input type="radio"/> Capital/Equipment <input type="radio"/> Administration <input type="radio"/> Operating									
Old Town STP-2251(100)	022511.00 Bridge Replacement	Stillwater Avenue Stillwater #2 Bridge (#2806) over North Channel Stillwater River. Located 0.13 of a mile north of Free Street.	Federal	\$4,480,000	\$120,000	\$360,000	\$0	\$1,996,000	\$2,004,000
			State	\$1,120,000	\$30,000	\$90,000	\$0	\$499,000	\$501,000
			Totals:	\$5,600,000	\$150,000	\$450,000	\$0	\$2,495,000	\$2,505,000
Stages: <input checked="" type="radio"/> PE <input checked="" type="radio"/> ROW <input checked="" type="radio"/> Con/CE <input type="radio"/> Planning <input type="radio"/> Capital/Equipment <input type="radio"/> Administration <input type="radio"/> Operating									
Old Town STP-2251(200)	022512.00 Bridge Replacement	Stillwater Avenue Stillwater #1 Bridge (#1472) over South Channel Stillwater River. Located 0.06 of a mile north of Free Street.	Federal	\$1,600,000	\$120,000	\$40,000	\$0	\$718,560	\$721,440
			State	\$400,000	\$30,000	\$10,000	\$0	\$179,640	\$180,360
			Totals:	\$2,000,000	\$150,000	\$50,000	\$0	\$898,200	\$901,800
Stages: <input checked="" type="radio"/> PE <input checked="" type="radio"/> ROW <input checked="" type="radio"/> Con/CE <input type="radio"/> Planning <input type="radio"/> Capital/Equipment <input type="radio"/> Administration <input type="radio"/> Operating									

Maine DOT Map



Map Generated on Monday, April 11, 2016 02:12:57 PM

Map Scale 1:141246

The Maine Department of Transportation provides this publication for information only. Reliance upon this information is at user risk. It is subject to revision and may be incomplete depending upon changing conditions. The Department assumes no liability if injuries or damages result from this information. This map is not intended to support emergency dispatch. Road names used on this map may not match official road names.

Highway Corridor Priorities

 Priority 1

 Priority 2

 Priority 3

 Priority 4

 Priority 5

 Priority 6

State Compact Area




Water Bodies



Work Plan 2016

 Capital

 Light Capital Paving

 Maintenance

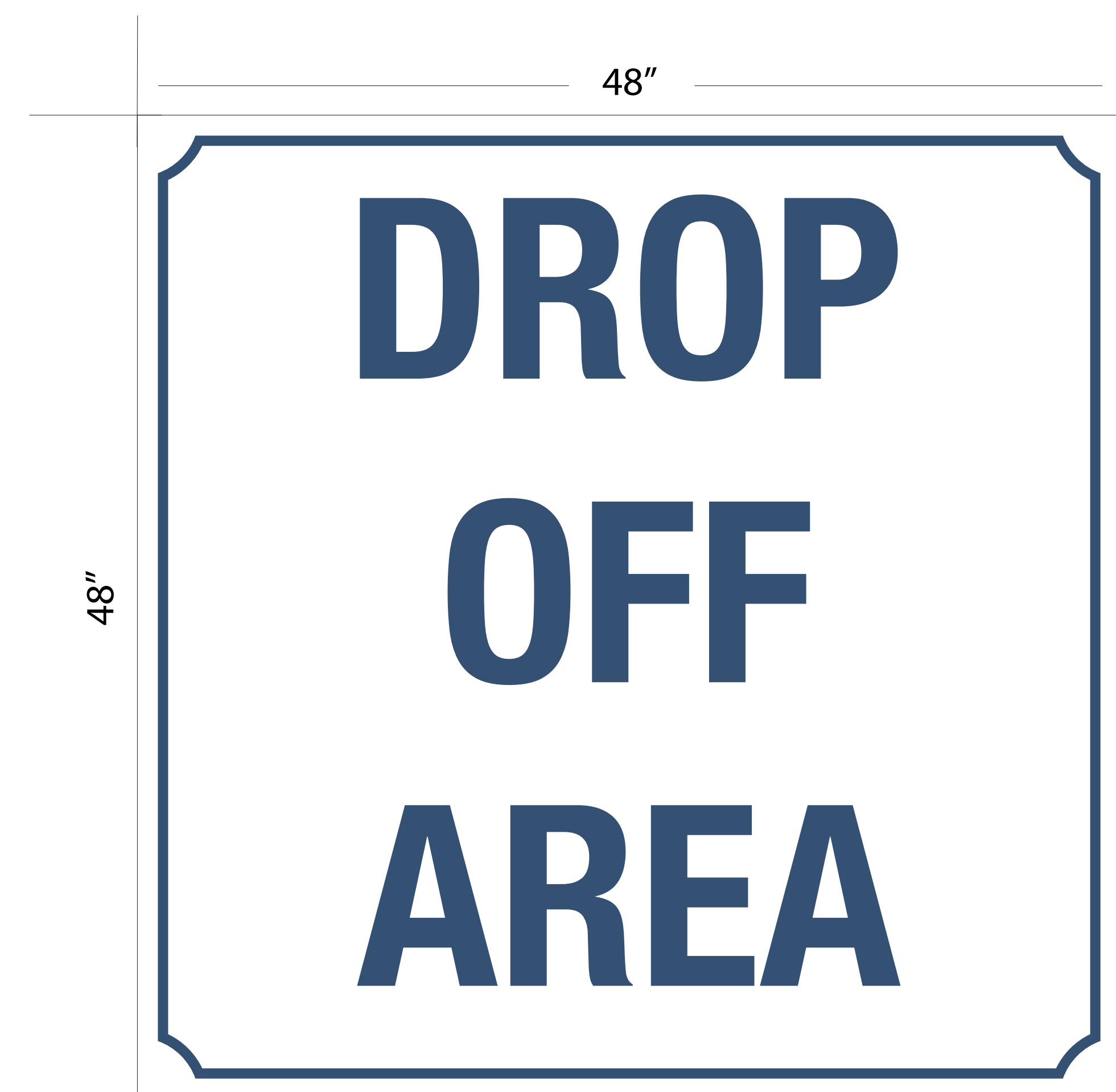
 Multimodal

Work Plan 2017-2018

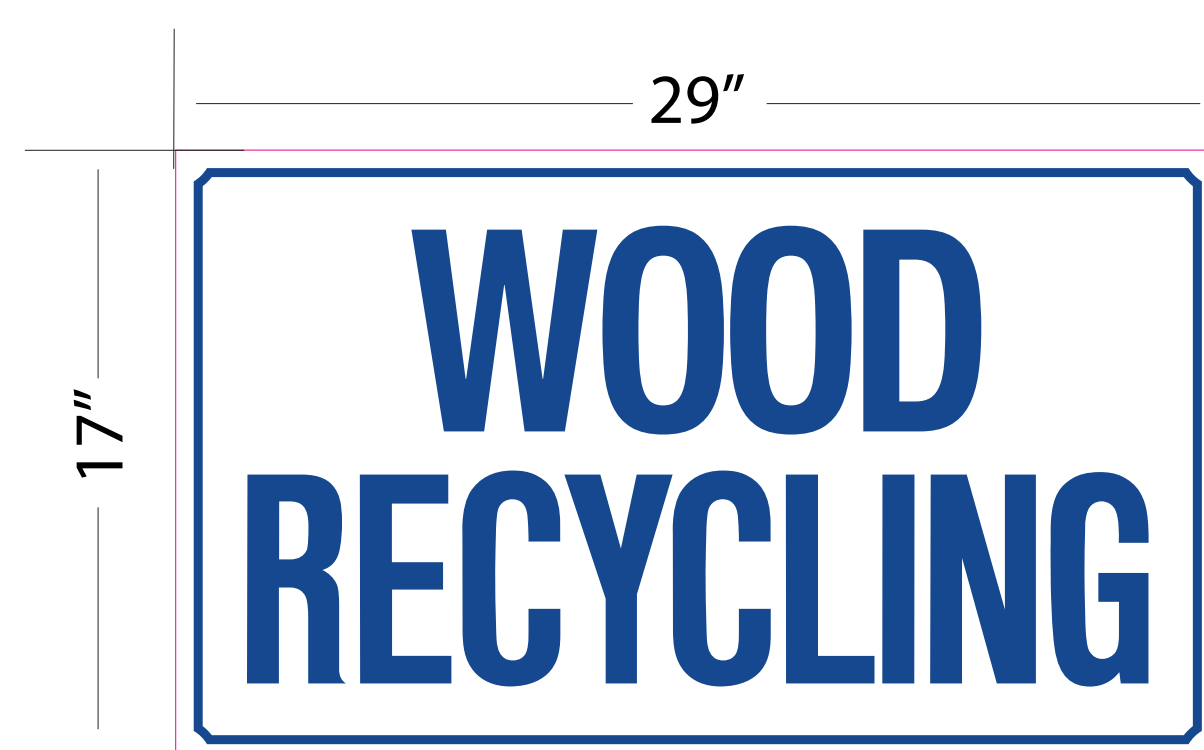




4'x8' MDO \$400



4'x4' MDO \$40



17"x29" MDO \$30

Description: Various signs and prices. Prices do not include tax.



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- You are FULLY RESPONSIBLE for final proof and layout approval prior to the printing process.
- Caron Signs is NOT LIABLE for errors in a final product caused by any of the following reasons: Omitted, Mistyped or Misspelled Words, Grammar, Punctuation.
- You understand that any errors existing on the approved proof will be printed and that any additional costs incurred to fix these errors are your responsibility and not eligible to be re-run free of charge

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By submitting your approval to Caron Signs, you agree to the following terms:

- You have verified that spelling and content are correct and assume all responsibility for typographical errors.
- You are satisfied with the document layout.
- You understand that your document will print EXACTLY* as it appears on the proof and that you cannot make any changes once the order is approved.

*Please note the color on your monitor may not be representative of the printed piece.

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