

AGREEMENT

This Agreement entered into in duplicate originals to be effective this 30th day of August, 2000, between and among Frank L. Barker, Jr. ("Barker"), Barker-Sargent Corporation, a Vermont Corporation ("Barker-Sargent"), Upper Valley Regional Landfill Corporation, a Vermont Corporation ("UVRLC"); George Braley, Linda Braley, Eugenie M. Eaborn (formerly, Eugenie Brow), Jennifer Davey, David Fisk, David Demers, Carolyn Demers, Oscar Geoffrey, Madeline Geoffrey, Karl Gunkel, Eileen Gunkel, Mildred Robinson, Timothy L. Sevigny and Melissa J. Sevigny (collectively, the "Braley Plaintiffs"), and the State of Vermont (the "State"). Barker, Barker-Sargent, UVRLC, the Braley Plaintiffs and the State are sometimes referred to herein individually as "Party" or collectively as "Parties".

Recitals:

WHEREAS, Barker, Barker-Sargent and UVRLC owned and operated the Upper Valley Regional Landfill, so-called, located off Route 113 in the Village of Post Mills in Thetford, Vermont (the "Landfill"); and

WHEREAS, UVRLC is the owner of record of lands and premises on which the Landfill is situated (the "Landfill Parcel") and which is more particularly described as Parcel A on Exhibit 1, attached hereto; and

WHEREAS, UVRLC is the owner of record of lands and premises adjacent to the Landfill Parcel and which is more particularly described as Parcel B on Exhibit 1 (the "100-Acre Parcel"); and

WHEREAS, Barker and Emily T. Barker, as husband and wife, are owners of record of lands and premises consisting of a 17-acre woodlot located off Houghton Hill

Road in Thetford, Vermont and which is more particularly described on Parcel C on Exhibit 1 (the "Woodlot"); and

WHEREAS, Barker, Barker-Sargent and UVRLC caused the disposal of solid waste, including municipal solid waste, at the Landfill; and

WHEREAS, the solid waste, including municipal solid waste, disposed of at the Landfill contained hazardous waste constituents; and

WHEREAS, the Braley Plaintiffs own parcels of real property in the vicinity of the Landfill; and

WHEREAS, leachate emanating from the Landfill has contaminated the groundwaters of the State, including the water supply wells serving the Braley Plaintiffs, and has caused damage to the natural resources of the State; and

WHEREAS, most of the Braley Plaintiffs are presently served by a replacement water system which is owned and operated by Barker, Barker-Sargent and/or UVRLC (the "Existing Water System"); and

WHEREAS, the Existing Water System does not provide a sufficient amount of potable water for the needs of all the Braley Plaintiffs and this system is threatened by the contaminated groundwater; and

WHEREAS, the Braley Plaintiffs filed a lawsuit entitled *Braley, et al. v. Upper Valley Regional Landfill Corporation, et al.*, Orange Sup. Ct., Docket No. S231-12-92 Oecv to recover damages for injuries and losses suffered by them and caused by the operation of the Landfill (the "Braley Action"); and

WHEREAS, the State filed a lawsuit entitled *State of Vermont v. Upper Valley Regional Landfill, et al.*, Washington Sup. Ct., Docket No. S652-93 WnC requesting,

inter alia, an order requiring closure of the Landfill, and seeking civil penalties and costs of remediation and abatement (the "State Enforcement Action"); and

WHEREAS, Barker, Barker-Sargent, and UVRLC filed a lawsuit against American Fidelity Company ("American") and New Hampshire Insurance Company ("New Hampshire") entitled *Upper Valley Regional Landfill Corporation, et al. v. American Fidelity Company, et al.*, No. 1:96-CV-399 (D. Vt. filed December 16, 1996) for insurance coverage relating to liabilities regarding the Braley Action and the State Enforcement Action (the "American-New Hampshire Action"); and

WHEREAS, Barker and Barker-Sargent filed a lawsuit against Travelers Casualty and Surety Company ("Travelers") entitled *Barker, et al. v. Aetna Casualty and Surety Co., et al.*, No. 1:98-CV-65 (D. Vt. filed February 25, 1998) for insurance coverage relating to liabilities regarding the Braley Action and the State Enforcement Action (the "Travelers Action"); and

WHEREAS, in the Braley Action and the State Enforcement Action, Barker, Barker-Sargent and UVRLC have filed third-party claims against various Vermont municipalities (the "Municipal Defendants") and the State of Vermont Agency of Natural Resources (the "ANR") alleging, *inter alia*, that the Municipal Defendants and the ANR arranged to dispose of municipal solid waste containing hazardous waste at the Landfill (the "Third-Party Claims"); and

WHEREAS, on July 28, 1998, in the matter *Secretary, Agency of Natural Resources v. Upper Valley Regional Landfill Corporation, Barker-Sargent Corporation, Inc. and Frank L. Barker, Jr.*, ANR issued a final Administrative Order pursuant to 10 V.S.A. § 6610a(c) requiring Barker, Barker-Sargent and UVRLC to close and cap the

Landfill, to develop a new replacement water system (the "New Water System"), to perform post-closure care of the Landfill, and to undertake water quality monitoring and other related activities by specified dates (the "Order") ; and

WHEREAS, the State filed a lawsuit against Barker, Barker-Sargent, UVRLC, American, New Hampshire and Travelers entitled *State of Vermont v. Barker, et al.*, Orange Sup. Ct., Docket No. 147-10-98 Oecv for insurance coverage for the activities required by State Enforcement Action and the Order (the "State Direct Action"); and

WHEREAS, Barker, Barker-Sargent, UVRLC, the Braley Plaintiffs and the State have agreed to settle their claims with Travelers, American and New Hampshire pursuant to which settlement, *inter alia*, Travelers, American and New Hampshire collectively will make the following payments: \$680,000.00 (Six Hundred Eighty Thousand Dollars) to the State (the "State Insurance Settlement Proceeds"); \$260,000.00 (Two Hundred Sixty Thousand Dollars) to the Braley Plaintiffs (the "Braley Insurance Settlement Proceeds"); and \$300,000.00 (Three Hundred Thousand Dollars) to or for the benefit of Barker, Barker-Sargent, and UVRLC (the "Landfill Operators Insurance Settlement Proceeds"); and

WHEREAS, the State holds the sum of \$276,940.89 (Two Hundred Seventy Six Thousand Nine Hundred Forty and 89/100 Dollars), which sum represents the balance as of March 16, 2000, including principal and accrued interest, of funds drawn against an Irrevocable Letter of Credit provided by the Woodstock National Bank dated April 16, 1991 (the "Letter of Credit Proceeds"); and

WHEREAS, the State Insurance Settlement Proceeds and the Letter of Credit Proceeds (collectively, the "Landfill Project Fund") will be held by the State and applied

to cover the costs of performing certain work at the Landfill site, including covering and capping the Landfill, conducting monitoring, constructing the New Water System, completing other closure and post-closure work at the Landfill, all as described in the Order (the "Landfill Project"), and for the satisfaction of other obligations, all as determined by the State and subject to the availability of funds from the Landfill Project Fund; and

WHEREAS, the State may, acting through the ANR, select contractors and sub-contractors (collectively, the "State Contractors") to perform the Landfill Project; and

WHEREAS, the State desires to be reimbursed for direct and indirect costs for oversight of the Landfill Project (the "State Oversight Costs"); and

WHEREAS, the State desires to obtain and has obtained, and Barker, Barker-Sargent and UVRLC agree to convey and have conveyed, a Grant of Environmental Restrictions, Water and Mineral Rights, Right of Access and Easement concerning the 100-Acre Parcel (the "100-Acre Parcel Easement") and a Grant of Environmental Restrictions, Mineral Rights, Right of Access and Easement concerning the Landfill Parcel (the "Landfill Parcel Easement") which, collectively, convey property interests including water and mineral rights, easements, rights of access and covenants to, *inter alia*, permit the use of the Landfill Parcel and the 100-Acre Parcel to complete the Landfill Project; and

WHEREAS, the State desires to obtain and has obtained, and Barker, Barker-Sargent and UVRLC agree to convey and have conveyed, an option on the 100-Acre Parcel (the "100-Acre Parcel Option"); and

WHEREAS, the State desires to obtain and has obtained, and Barker and Emily T. Barker agree to convey and have conveyed, an option on the Woodlot (the "Woodlot Option"); and

WHEREAS, the Braley Plaintiffs desire to obtain and have obtained, and Barker, Barker-Sargent and UVRLC agree to convey and have conveyed, all of their right, title and interest in and to personal and real property which comprise the Existing Water System including, but not limited to, all interests in land, spring or water rights, easements, and all appurtenances, fixtures and improvements related to this water system, and all rights in and pursuant to permits and certifications relating to this system including, but not limited to, Land Use Permit 3R0020-5A issued to Barker-Sargent dated December 4, 1985 and Certification of Compliance 3R0020-5 issued to Barker-Sargent dated November 27, 1985, and any amendments thereto; and

WHEREAS, the State and the Braley Plaintiffs desire to obtain and have obtained, and Barker, Barker-Sargent and UVRLC agree to deliver and have delivered to the State and the Braley Plaintiffs, all files, documents and reports relating to the Existing Water System including, but not limited to, water supply hydrogeologic investigations and evaluations, as-built engineering plans and permits and certifications; and

WHEREAS, the State desires to obtain and has obtained, and Barker, Barker-Sargent and UVRLC agree to deliver and have delivered, Affidavits of Financial Condition and appropriate financial records including, but not limited to, individual and corporate tax returns, loan applications and other records showing all assets and liabilities of Barker, Barker-Sargent and UVRLC; and

WHEREAS, the Parties have agreed to release claims against each other as provided in this Agreement in return for the mutual covenants and agreements set forth below; and

WHEREAS, Barker, Barker-Sargent, UVRLC, the Braley Plaintiffs and the State all desire to avoid the expense, distraction and uncertainties of further litigation.

Agreements

NOW THEREFORE, in consideration of the above recitals which are incorporated in this Agreement in full, and of the mutual covenants and agreements herein contained and other good and valuable consideration, the sufficiency of which is acknowledged, the Parties hereby stipulate and agree as follows:

1. The State shall hold the Landfill Project Fund in an interest-bearing account. The State shall perform the Landfill Project and shall apply the Landfill Project Fund in payment for all Landfill Project Costs and State Oversight Costs, all as determined to be necessary by the State within its reasonable discretion. The State undertakes only to complete work contemplated by the Order which can be paid for by the Landfill Project Fund and assumes no obligation to complete, nor responsibility or liability on account of, any work required by the Order, or for any other work which remains to be completed after depletion of the Landfill Project Fund.

2. The State will pay up to \$250,000.00 (Two Hundred Fifty Thousand Dollars) from the Landfill Project Fund for all work related to the New Water System, including but not limited to obtaining permits, installing water distribution lines as necessary to provide water to the homes of the Braley Plaintiffs, constructing the New Water System and performing other activities necessary to have the New Water System fully approved

for operation. In addition, the State will spend up to \$8,000.00 (Eight Thousand Dollars) for all work related to connecting the Geoffrey household to the Existing Water System and/or the New Water System and providing a service connection to the Demers' property line. If the total cost associated with connecting the Geoffrey household to the Existing Water System and/or the New Water System and providing a service connection to the Demers' property line is less than \$8,000.00 (Eight Thousand Dollars), the remaining amount will be added to the maximum amount dedicated for the establishment of the New Water System. The State, through the State Contractors, will make all attempts to complete the New Water System within time frames which are consistent with those indicated in the Order with the goal of having the New Water System in place within 24 (Twenty-Four) months after the signing of this Agreement. The State will consult with the Braley Plaintiffs to determine the location and design of the New Water System including whether the New Water System shall consist of a Public Community Water System or two or more private water systems. In the event it is determined that the cost of the New Water System is estimated to exceed \$250,000.00 (Two Hundred Fifty Thousand Dollars), or that the cost of connecting the Geoffrey household to the Existing Water System and/or the New Water System or providing a service connection to the Demers' property is estimated to exceed \$8,000.00 (Eight Thousand Dollars), the State and the Braley Plaintiffs shall consult to determine whether any less expensive alternatives exist. If no less expensive alternatives regarding the New Water System or the Geoffrey and Demers' connections exist, the State and the Braley Plaintiffs shall consult each other to determine whether to construct the New Water System, or to provide the Geoffrey and Demers'

connections, as the case may be, with the Braley Plaintiffs agreeing to pay the shortfall.

In this event, the obligation of the State to pay for any costs related to the New Water System, or the Geoffrey or Demers connections, from the Landfill Project Fund is expressly contingent upon receipt by the State of satisfactory evidence of the commitment of the Braley Plaintiffs to pay for all costs exceeding the amounts dedicated from the Landfill Project Fund as stated herein. In the event the Braley Plaintiffs are not able to pay for all costs exceeding the amounts dedicated from the Landfill Project Fund, the State and the Braley Plaintiffs shall consult to determine the best expenditure of funds previously dedicated to building the New Water System, and connecting the Geoffrey household and providing a service connection to the Demers' property. Notwithstanding the commitment of the State to consult with the Braley Plaintiffs concerning the application of the Funds, to the extent the Braley Plaintiffs and the State are unable to agree despite reasonable efforts, the State shall retain sole discretion over the expenditure of the Funds. In the event the total cost of constructing the New Water System is less than the amount to be dedicated from the Landfill Project Fund as stated herein, then the amount remaining from the dedicated amount shall remain in the Landfill Project Fund and be applied by the State to the costs of performing other work as part of the Landfill Project.

3. Notwithstanding paragraphs 1 and 2, above, in the event there are funds remaining in the Landfill Project Fund after performing the Landfill Project, constructing the New Water System and providing connections for the Geoffrey household and the Demers' property, and paying State Oversight Costs, the State may, in its sole discretion, award the funds to the Braley Plaintiffs to assist them in paying the costs

associated with maintenance and operation of the New Water System, and/or to the Town of Thetford for beneficial projects in the community.

4. The Braley Plaintiffs, at their cost, shall maintain the Existing Water System and shall provide bottled water to themselves as needed, including the Geoffrey household, until the New Water System is constructed and fully approved for operation. The Braley Plaintiffs hereby release Barker, Barker-Sargent and UVRLC from liability relating to the use and operation of the Existing Water System and the New Water System. The Braley Plaintiffs shall make application for any State and local permits and approvals required for the operation of the Existing Water System. The State shall make available to the Braley Plaintiffs the State's technical expertise as reasonable and necessary to assist them in making such application or taking over the operation of the Existing Water System.

5. The Braley Plaintiffs shall provide all easements and agreements necessary for the construction and operation of the New Water System and, if necessary, shall obtain an operator's permit.

6. Once the New Water System is constructed and approved for operation, the Braley Plaintiffs, their successors and/or assigns, shall assume exclusive ownership of, responsibility for, and costs of maintaining the New Water System, including but not limited to all distribution lines. At that time, the State shall execute and deliver to the Braley Plaintiffs, and the Braley Plaintiffs shall accept a Bill of Sale for the New Water System; which conveyance shall include assignment, to the fullest extent assignable, of warranties, if any, regarding contract work, releases regarding liens, and other contract enforcement remedies, as may actually be provided to the State pursuant to the State's

contract documents. In addition, the State and Barker, Barker-Sargent and/or UVRLC shall, to the extent of their respective interests and limited to only those interests they hold and control, execute and deliver to the Braley Plaintiffs, their successors and/or assigns, and the Braley Plaintiffs, their successors and/or assigns, shall accept all instruments conveying easements, rights of way, rights of access, water rights, environmental restrictions and other property interests in and to the 100-Acre Parcel and/or the Landfill Parcel as necessary (a) to transfer ownership and operation of the New Water System to the Braley Plaintiffs, their successors and/or assigns; (b) to access, maintain, repair and replace all elements of the New Water System, including without limitation the distribution lines to all of the Braley Plaintiffs' properties; and (c) to preserve and protect the Wellhead Protection Area for the New Water System as set forth in Chapter 21 of the Vermont Environmental Protection Rules, and specifically 3.3.1.2 of Appendix A of the Water Supply Rule regarding Well Isolation Zones. The State, Barker, Barker-Sargent and/or UVRLC shall not be required to convey any property interests not held by them including property interests already held or controlled by the Braley Plaintiffs. All easements, property interests and rights of access conveyed to the Braley Plaintiffs, their successors and/or assigns shall run with the land and shall be expressly reserved and excepted in deeds and other documents transferring any interest in and to the Landfill Parcel and/or the 100-Acre Parcel.

7. Barker and UVRLC shall, at no cost to themselves, permit the State to remove, free of charge, an unlimited quantity of earth material, including clay and gravel, from the Landfill Parcel and the 100-Acre Parcel to complete the Landfill Project

all as contemplated by the Order. The State shall apply the Landfill Project Fund to pay for all costs for extracting and moving the material.

8. Barker, Barker-Sargent and UVRLC shall execute all additional easements, licenses and other documents or agreements with respect to the Landfill Parcel and 100-Acre Parcel, all as determined by the State to be necessary to perform the Landfill Project. The easements, property interests and rights of access granted to the State herein shall run with the land and shall be expressly reserved and excepted in deeds or other documents transferring any interest in the Landfill Parcel and 100-Acre Parcel.

9. In the event the State exercises its rights under the Option Agreements regarding either the 100-Acre Parcel or the Woodlot, the State will use the 100-Acre Parcel and/or the Woodlot to facilitate the completion of the Landfill Project, to promote the goals of the plan of the Town of Thetford, or to otherwise enhance the quality of life in the Town, and will preserve the Wellhead Protection Area of the New Water System on the 100-Acre Parcel and the Landfill Parcel as necessary.

10. Barker, Barker-Sargent and UVRLC shall not sell, lease or otherwise transfer any interest in the Landfill Parcel, the 100-Acre Parcel or the Woodlot and shall not grant any liens, encumbrances, easements or covenants against the Landfill Parcel, the 100-Acre Parcel or the Woodlot without the prior written consent of the State. UVRLC shall remove any involuntary liens or attachments within 60 (sixty) days of their filing or such longer time as may be necessary provided that UVRLC is diligently pursuing the removal of any such liens or attachments.

11. Barker, Barker-Sargent and UVRLC shall remove from the Landfill Parcel and 100-Acre Parcel all tires, scrap metal and heavy equipment including trucks, packers,

backhoes, and bulldozers not later than May 15, 2000. Barker, Barker-Sargent and UVRLC shall provide to the State copies of receipts and other records or documents showing that these items are recycled or disposed of properly. Barker shall not allow the placement or storage of any additional solid waste, including, but not limited to, tires, scrap metal and heavy equipment at the Landfill Parcel or the 100-Acre Parcel.

12. Barker, Barker-Sargent and UVRLC represent and certify that they have fully and accurately disclosed to the State all material information known to them, their officers and directors, contractors and/or experts, or in their possession and control, which (a) may affect the activities to be undertaken in connection with the Landfill Project, or (b) relates to any releases or threatened releases of hazardous wastes or hazardous materials from the Landfill Parcel, 100-Acre Parcel and the Woodlot.

Barker, Barker-Sargent and UVRLC further represent and certify that, to their knowledge, only solid waste was disposed of at the Landfill and that, while such solid waste may have contained household hazardous waste, they did not knowingly accept hazardous waste for disposal at the Landfill and there were no discrete disposal areas at the Landfill for hazardous waste.

13. Barker, Barker-Sargent and UVRLC agree to dismiss with prejudice all Third-Party claims filed against the Municipal Defendants in the State Enforcement Action and the Braley Action and agree not to initiate any claims against third parties, including, without limitation, claims for damages in contribution, allocation, indemnification or otherwise, arising out of such actions and the ownership and operation of the Landfill; provided, however, that Barker, Barker-Sargent and UVRLC do not waive their right to defend any such claims by any such third parties.

14. At or about the date of the execution of this Agreement, the Parties shall execute and deliver to each other Releases or Covenants Not to Sue, in form as attached to this Agreement as Exhibits 2, 3, 4 and 5. In the event of a conflict between the terms of such Releases and Covenants Not to Sue and this Agreement, the terms of this Agreement shall control.

15. At or about the date of the execution of this Agreement, the Parties shall execute and file Stipulations for Dismissal with Prejudice in all pending actions in state and federal courts relating to the matters set forth herein.

16. Upon receipt by the State of the State Insurance Settlement Proceeds and funding of the Landfill Fund and performance by Barker, Barker-Sargent and UVRLC of each obligation set forth herein, and subject to subparagraphs (a) and (b) in this paragraph number 16, the State releases and covenants not to sue Barker, Barker-Sargent and UVRLC for (1) relief for non-compliance with the Order including injunctive relief and fines or penalties which could be assessed pursuant to 10 V.S.A. §§ 8010 or 8221; (2) the Landfill Project Costs not reimbursed by the Landfill Project Fund; (3) other costs relating to the Landfill Project; or (4) other claims under 10 V.S.A. §§ 1410, 6615, 6616 or §§8001 *et seq.* arising out of or relating to contamination at or from the Landfill due to the disposal of household hazardous waste at the Landfill. The agreement of the State set forth in this Paragraph is expressly conditioned on there being a good faith basis for the representations made by Barker, Barker-Sargent and UVRLC set forth in this Agreement and receipt by the State of the State Insurance Settlement Proceeds and delivery of all documents and instruments and performance of all obligations by Barker, Barker-Sargent and UVRLC to or for the benefit of the

Braley Plaintiffs and the State and shall be voidable at the election of the State as to Barker, Barker-Sargent, and UVRLC:

(a) to the extent that Barker, Barker-Sargent, and UVRLC hereafter cause, worsen or contribute to a release or threatened release of hazardous materials or hazardous waste; or

(b) to the extent that information about a release or threatened release of hazardous materials or hazardous waste becomes known to the State, including information which was withheld or concealed by Barker, Barker-Sargent, and UVRLC, and the release or threatened release exposes the public or environment to an unacceptable risk, hazard or threat.

Once the State has received the State Insurance Settlement Proceeds and Barker, Barker-Sargent, and UVRLC have delivered all documents and instruments and performed all obligations to or for the benefit of the Braley Plaintiffs and the State, the State shall provide Barker, Barker-Sargent and UVRLC with written certification that their obligations under this Agreement have been satisfied in full.

17. Barker, Barker-Sargent, UVRLC and Braley Plaintiffs shall provide full cooperation and assistance in completing all permit applications necessary for the Landfill Project; provided, however, that unless stated otherwise in this Agreement, Barker, Barker-Sargent, UVRLC and the Braley Plaintiffs shall not be required to incur out-of-pocket expenses in providing such cooperation and assistance, but shall be responsible for their attorney's fees.

18. Barker, Barker-Sargent, and UVRLC represent and warrant that, with respect to all matters pertaining to this Agreement, Barker is duly authorized to enter into this

Agreement on behalf of Barker-Sargent and UVRLC and to execute and legally bind Barker-Sargent and UVRLC to it.

19. This Settlement Agreement was negotiated at arms-length and was mutually drafted and entered into freely by the Parties with the advice of counsel. In the event an ambiguity exists in any provision of this Agreement, such ambiguity is not to be construed by reference to any doctrine calling for ambiguities to be construed against the drafter of the document.

20. If any provision of this Agreement is deemed invalid or unenforceable, the balance of this Agreement shall remain in full force and effect. If a Party's authority to enter into this Agreement is deemed invalid or unenforceable, in whole or in part, such Party shall otherwise remain fully liable under this Agreement to the full extent of his, her or its authority.

21. This Agreement may be amended only in writing and only by the written agreement of the Parties or their successors.

22. This Agreement shall be void in the event of fraud on the part of any Party hereto or in the event of any act or transaction taken to avoid the obligations imposed by this Agreement.

23. The Parties hereto shall execute any and all agreements and other documents reasonably necessary to effectuate the provisions of this Agreement.

24. Communications provided for in this Agreement shall be deemed given when hand-delivered or when deposited in the U.S. Mails, postage prepaid and properly addressed to the Parties at the addresses set forth below.

State of Vermont

Vermont Attorney General's Office
109 State Street
Montpelier, VT 05609-1001
Fax No: (802) 828-2154
ATTN: Environmental Division

and

Vermont Agency of Natural Resources

Vermont Agency of Natural Resources
Solid Waste Management Program
West Office Building
103 South Main Street
Waterbury, VT 05671-0404
Fax No: (802) 241-3296

**Frank L. Barker, Jr., Barker-Sargent
Corporation, and Upper Valley
Regional Landfill Corporation**

c/o Barker-Sargent Corporation
P.O. Box 4
North Thetford, VT 05054

with copies to:

Robert E. Manchester, Esq.
1 Lawson Lane
P.O. Box 1459
Burlington, VT 05402-1459
Fax No: (802) 658-2078

and

Peter D. Van Oot, Esq.
Downs Rachlin & Martin, PLLC
80 Linden St., P.O. Box 9
Brattleboro, VT 05302-0009
Fax No: (802) 258-4875

Braley Plaintiffs

c/o Jennifer Davey
and David Fisk
P.O. Box 166
Post Mills, VT 05058

with copies to:

Emily J. Joselson, Esq.
Langrock, Sperry and Wool, LLP
111 S. Pleasant St.
P.O. Drawer 351
Middlebury, VT 05753-0351
Fax No: (802) 388-6149

25. This Agreement shall be binding upon and benefit the successors and assigns of each Party. No assignment or delegation of any obligation hereunder will release the assigning or delegating Party without the prior written consent of the other Parties hereto.

26. This Agreement may be executed in counterpart originals, each of which shall be an original, with the same effect as if the signature thereto were on the same instrument.

IN WITNESS WHEREOF, the undersigned Parties have caused this Agreement to be signed by themselves or by persons duly authorized to enter into this Agreement on their behalf.

[signature pages to follow]

FRANK L. BARKER, JR., BARKER-SARGENT CORPORATION, and UPPER VALLEY REGIONAL LANDFILL CORPORATION

R E Mandaba
Witness

by: Frank L. Barker, Jr. 4/17/00
Date
Frank L. Barker, Jr.,
individually and as
President of
Barker-Sargent Corporation
and Upper Valley Regional
Landfill Corporation

STATE OF VERMONT
COUNTY OF Chittenden, ss.

At Burlington this 17th day of April, 2000, Frank L. Barker, Jr., individually and on behalf of Barker-Sargent Corporation and Upper Valley Regional Landfill Corporation, personally appeared and acknowledged this instrument by him sealed and subscribed to be his free act and deed and the free act and deed of Barker-Sargent Corporation and of Upper Valley Regional Landfill Corporation.

Before me: Paula J. Gosselin
Notary Public
Commission expires 2/10/03

[signature pages to follow]

STATE OF VERMONT
WILLIAM H. SORRELL
ATTORNEY GENERAL

Wendy Anderson
Witness

by: Erick Titrud 4/20/00
Erick Titrud Date
Assistant Attorney General

The Agency of Natural Resources executes this Agreement for the limited purpose of acknowledging its representations and covenants made herein.

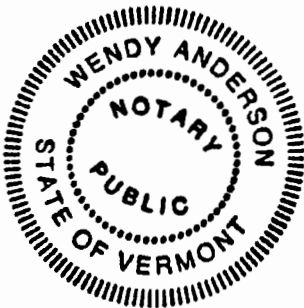
AGENCY OF NATURAL RESOURCES

Erick Titrud
Witness

by: Canute E. Dalmasse 4/20/00
Canute E. Dalmasse Date
Commissioner,
Department of
Environmental Conservation

STATE OF VERMONT
COUNTY OF Washington, ss.

At Washbury this 20th day of April, 2000, Canute E. Dalmasse, Commissioner, Department of Environmental Conservation, personally appeared and acknowledged this instrument by him sealed and subscribed to be the free act and deed of the State of Vermont Agency of Natural Resources.



Before me: Wendy Anderson
Notary Public
Commission expires 2/10/03

[signature pages to follow]

GEORGE BRALEY

by: George Braley
George Braley

STATE OF VERMONT
COUNTY OF Orange, ss.

At Thetford this 11 day of April, 2000, George Braley personally appeared and acknowledged this instrument by him sealed and subscribed to be his free act and deed.

Before me: Emily Ju
Notary Public
Commission expires 2/10/03

LINDA BRALEY

by: Linda Braley
Linda Braley

STATE OF VERMONT
COUNTY OF Orange, ss.

At Thetford this 11 day of April, 2000, Linda Braley personally appeared and acknowledged this instrument by her sealed and subscribed to be her free act and deed.

Before me: Emily Ju
Notary Public
Commission expires 2/10/03

EUGENIE M. EABORN (f/k/a
EUGENIE BROW)

by: Eugenie Eaborn
Eugenie M. Eaborn (f/k/a
Eugenie Brow)

STATE OF VERMONT
COUNTY OF Orange, ss.

At Thetford this 11 day of April, 2000, Eugenie M. Eaborn (formerly known as Eugenie Brow) personally appeared and acknowledged this instrument by her sealed and subscribed to be her free act and deed.

Before me: Emily Ju
Notary Public
Commission expires 2/10/03

[signature pages to follow]

JENNIFER DAVEY

by: Jennifer C. Davey
Jennifer Davey

STATE OF VERMONT
COUNTY OF Orange, ss.

At Thelford this 11 day of April, 2000, Jennifer Davey personally appeared and acknowledged this instrument by her sealed and subscribed to be her free act and deed.

Before me: Emily Ju
Notary Public
Commission expires 2/10/03

DAVID FISK

by: David J. Fisk
David Fisk

STATE OF VERMONT
COUNTY OF Orange, ss.

At Thelford this 11 day of April, 2000, David Fisk personally appeared and acknowledged this instrument by him sealed and subscribed to be his free act and deed.

Before me: Emily Ju
Notary Public
Commission expires 2/10/03

DAVID DEMERS

by: David S Demers
David Demers

STATE OF VERMONT
COUNTY OF Orange, ss.

At Thelford this 11 day of April, 2000, David Demers personally appeared and acknowledged this instrument by him sealed and subscribed to be his free act and deed.

Before me: Emily Ju
Notary Public
Commission expires 2/10/03

[signature pages to follow]

CAROLYN DEMERS

by: Carolyn C. Demers
Carolyn Demers

STATE OF VERMONT
COUNTY OF Orange, ss.

At Thetford this 11 day of April, 2000, Carolyn Demers personally appeared and acknowledged this instrument by her sealed and subscribed to be her free act and deed.

Before me: Emily Jm
Notary Public
Commission expires 2/10/03

OSCAR GEOFFREY

by: Oscar S. Geoffrey
Oscar Geoffrey

STATE OF VERMONT
COUNTY OF Orange, ss.

At Thetford this 11 day of April, 2000, Oscar Geoffrey personally appeared and acknowledged this instrument by him sealed and subscribed to be her free act and deed.

Before me: Emily Jm
Notary Public
Commission expires 2/10/03

MADELINE GEOFFREY

by: Madeline S. Geoffrey
Madeline Geoffrey

STATE OF VERMONT
COUNTY OF Orange, ss.

At Thetford this 11 day of April, 2000, Madeline Geoffrey personally appeared and acknowledged this instrument by her sealed and subscribed to be her free act and deed.

Before me: Emily Jm
Notary Public
Commission expires 2/10/03

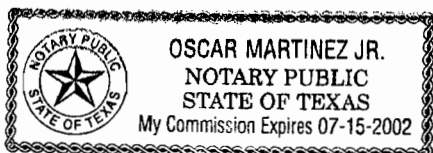
[signature pages to follow]

KARL GUNKEL

by: Karl Gunkel
Karl Gunkel

Texas
STATE OF ~~VERMONT~~
COUNTY OF Hidalgo, ss.

At _____ this 11th day of April, 2000, Karl Gunkel personally appeared and acknowledged this instrument by _____ sealed and subscribed to be _____ free act and deed.



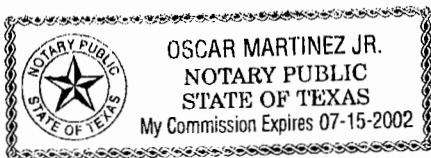
Before me Oscar Martinez Jr.
Notary Public
Commission expires 7/15/02

EILEEN GUNKEL

by: Eileen Gunkel
Eileen Gunkel

Texas
STATE OF ~~VERMONT~~
COUNTY OF Hidalgo, ss.

At _____ this 11th day of April, 2000, Eileen Gunkel personally appeared and acknowledged this instrument by _____ sealed and subscribed to be _____ free act and deed.



Before me Oscar Martinez Jr.
Notary Public
Commission expires 7/15/02

TIMOTHY L. SEVIGNY

by: _____
Timothy L. Sevigny

STATE OF VERMONT
COUNTY OF _____, ss.

At _____ this _____ day of _____, 2000, Timothy L. Sevigny personally appeared and acknowledged this instrument by _____ sealed and subscribed to be _____ free act and deed.

Before me: _____
Notary Public
Commission expires _____

[signature page to follow]

KARL GUNKEL

by: _____
Karl Gunkel

STATE OF VERMONT
COUNTY OF _____, ss.

At _____ this ____ day of _____, 2000, Karl Gunkel personally appeared and acknowledged this instrument by ____ sealed and subscribed to be ____ free act and deed.

Before me: _____
Notary Public
Commission expires _____

EILEEN GUNKEL

by: _____
Eileen Gunkel

STATE OF VERMONT
COUNTY OF _____, ss.

At _____ this ____ day of _____, 2000, Eileen Gunkel personally appeared and acknowledged this instrument by ____ sealed and subscribed to be ____ free act and deed.

Before me: _____
Notary Public
Commission expires _____

TIMOTHY L. SEVIGNY

by: Timothy L. Seigny
Timothy L. Seigny

STATE OF VERMONT
COUNTY OF Orange, ss.

At Thetford this 11 day of April, 2000, Timothy L. Seigny personally appeared and acknowledged this instrument by him sealed and subscribed to be his free act and deed.

Before me: Emily June
Notary Public
Commission expires 2/10/03

[signature page to follow]

MELISSA J. SEVIGNY

by: Melissa J. Sevigny
Melissa J. Sevigny

STATE OF VERMONT
COUNTY OF Orange, ss.

At Thelford this 11 day of April, 2000, Melissa J. Sevigny personally appeared and acknowledged this instrument by her sealed and subscribed to be her free act and deed.

Before me: Emily J. [Signature]
Notary Public
Commission expires 2/10/03

MILDRED ROBINSON

by: _____
Mildred Robinson

STATE OF VERMONT
COUNTY OF _____, ss.

At _____ this ____ day of _____, 2000, Mildred Robinson personally appeared and acknowledged this instrument by ____ sealed and subscribed to be ____ free act and deed.

Before me: _____
Notary Public
Commission expires _____

MELISSA J. SEVIGNY

by: _____
Melissa J. Sevigny

STATE OF VERMONT
COUNTY OF _____, ss.

At _____ this ____ day of _____, 2000, Melissa J. Sevigny personally appeared and acknowledged this instrument by ____ sealed and subscribed to be ____ free act and deed.

Before me: _____
Notary Public
Commission expires _____

MILDRED ROBINSON

by: Mildred Robinson
Mildred Robinson

STATE OF VERMONT
COUNTY OF Orange, ss.

At East Mills this 14th day of April, 2000, Mildred Robinson personally appeared and acknowledged this instrument by her sealed and subscribed to be her free act and deed.

Before me: Phyllis Sawyer
Notary Public
Commission expires 2/10/03

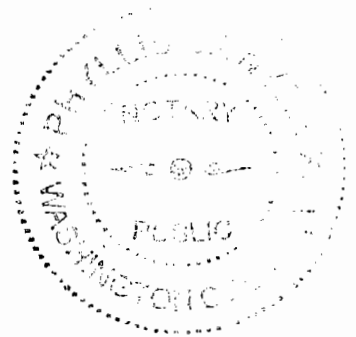


EXHIBIT 1

Parcel A - Landfill Parcel

All and the same lands and premises as conveyed to UVRLC by Warranty Deed of Frank L. Barker, Jr. dated March 14, 1988 and recorded at Book 74, Page 411 of the Land Records of the Town of Thetford.

Parcel B - 100-Acre Parcel

All and the same lands and premises as conveyed to Upper Valley Regional Landfill Corporation by Warranty Deed of Frank L. Barker, Jr. dated March 14, 1988 and recorded at Book 74, Page 412 of the Land Records of the Town of Thetford; also including an open 50 foot wide right of way and easement for access and utility purposes to be located, used and exercised over and along the existing road which extends from Route 113 to the lands and premises described above; said road to be more particularly described by survey yet to be completed.

Said right of way for access shall be for all common methods, means and types of transportation and locomotion from time to time and said utility easement shall be for laying, re-laying, constructing, maintaining, repairing and inspecting telephone, electric and similar communication lines and circuits with appurtenant works, fixtures and equipment.

Said right of way and easement shall be for use in common by the Grantor, Grantee and their respective successors and assigns.

Parcel C - Woodlot

All the same lands and premises as conveyed to Frank L. Barker and Emily T. Barker, husband and wife, by Executor's Deed of Carl A. Anderson, Executor dated December 31, 1962 and recorded at Book 41, Page 316 of the Thetford Land Records.

RELEASE

TO ALL TO WHOM THESE PRESENTS SHALL COME OR MAY CONCERN:

GREETING: KNOW YE, that, Upper Valley Regional Landfill Corp. ("UVRL"), Barker-Sargent Corporation ("Barker-Sargent"), Robert MacNeil, Frank L. Barker, Jr. ("Barker"), and Northeast Waste Services, Ltd. (the "Barker Defendants") for good and valuable consideration, receipt whereof is hereby acknowledged, have remised, released, and forever discharged, and by these presents do for themselves and for all of their agents, representatives, heirs, executors, administrators, predecessors, successors, assigns, servants, employees, affiliates, corporate parents and subsidiaries, shareholders, directors, officers, attorneys, and beneficiaries (the "Releasors") hereby remise, release, forever discharge and covenant not to sue George Braley, Linda Braley, Eugenie Brow, Jennifer Davey, David Fisk, David Demers, Carolyn Demers, Oscar Geoffrey, Madeline Geoffrey, Karl Gunkel, Eileen Gunkel, Mildred Robinson, Timothy L. Sevigny, and Melissa J. Sevigny (the "Braley Plaintiffs") and their agents, representatives, heirs, executors, administrators, predecessors, transferees, relatives, successors, assigns, servants, employees, attorneys, and beneficiaries; Town of Bennington, Town of Manchester, Town of Fairlee, Town of Londonderry, Town of Norwich, Town of Strafford, Town of Thetford, Town of Vershire, Town of West Fairlee, Rutland County Solid Waste District, Town of Orford and Town of Lyme (the "Municipal Defendants"), and all of their agents, representatives, administrators, predecessors, successors, assigns, servants, employees, affiliates, directors, officers, attorneys, and beneficiaries; and the State of Vermont and the State of Vermont Agency of Natural Resources (the "State") (collectively, the "Releasees") of and from all, and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law or in equity, including but not limited to all claims for personal injury or property damage, all claims for attorneys' fees, and all claims for reimbursement of costs or expenses, which against the said Releasees the Releasors have, ever had, now have or which the Releasors hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of these presents relating only to any and all claims that were or could have been asserted by the Releasors against the Releasees and any and all third parties in the lawsuits styled Braley et al. v. Upper Valley Regional Landfill Corporation, et al., pending in Orange Superior Court, bearing Docket No. S231-12-92 Oecv and State of Vermont v. Upper Valley Regional Landfill, et al., pending in Washington Superior Court, bearing Docket No. S652-93 WnC, and any and all claims relating in any way to damages, injuries, and losses suffered and allegedly suffered by the Releasors in connection with any and all matters relating in any way to the ownership, operation and use of the Upper Valley Regional Landfill, so-called, located off Route 113 in the Village of Post Mills in Thetford, Vermont (the "Landfill") and contamination caused by the Landfill.

Notwithstanding the foregoing, this Release does not extend to any claims that the Releasors might have for indemnity or contribution against the Releasees in the event that any third party not a Releasor (the "Potential Third Parties") brings claims against one or more Releasor to recover damages or to seek any other relief for injuries and losses allegedly suffered by the Potential Third Parties in connection with any and all matters relating in any way to the ownership, operation or use of the Landfill or to contamination allegedly caused by the Landfill.

In the presence of:

REM an Ineta
Witness

Frank Barker Jr
Frank Barker, Jr.

STATE OF VERMONT
COUNTY OF Chittenden ss.

On this the 17th day of April 2000, before me, the undersigned officer, personally appeared, Frank Barker, Jr., known to me (or satisfactorily proven) to be the person whose name he subscribed to the within instrument, and acknowledged that he executed the same as his free act and deed for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Paula J. Goffney
Notary Public
My commission expires: 2/10/03

In the presence of:

REM an Ineta
Witness

Upper Valley Regional Landfill Corp.

By: Frank L. Barker Jr.
Its authorized agent

STATE OF VERMONT
COUNTY OF Chittenden ss

On this the 17th day of April 2000, before me, the undersigned officer, personally appeared, Frank L. Barker Jr., known to me (or satisfactorily proven) to be the person whose name _____ subscribed to the within instrument, and acknowledged that _____ he executed the same as _____ free act and deed and as the free act and deed of the Upper Valley Regional Landfill Corp.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Paula J. Goffney
Notary Public
My commission expires: 2/10/03

THE RELEASORS HEREBY DECLARE AND REPRESENT that the damages they have sustained may be permanent and progressive, that recovery therefrom is uncertain and indefinite, that their injuries, damages, and losses may not now be fully known, and may be more numerous or more serious than is now expected, and in making this Release, the Releasors understand and agree that they are relying wholly upon their own judgment of the future development, progress, and result of such damages known and unknown and that they have not been influenced to any extent whatsoever in making this Release by any representations or statements regarding any matters made by the party or parties who are hereby released, or by any person or persons representing such party or parties, and that the Releasors accept the above-mentioned consideration in full settlement of all claims or demands as set forth herein, for injuries and damages known and unknown.

IT IS FURTHER AGREED:

That the Releasees does not admit to the validity of any claims that were or could have been made against them;

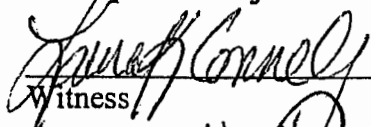
That said consideration is an accord and satisfaction of a disputed claim; and

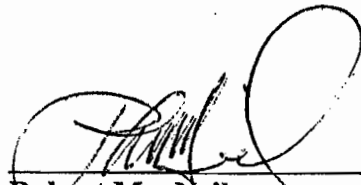
That the persons whose signatures appear below are duly authorized to bind the persons on whose behalf they are executing this Release.

We have read and understand the foregoing.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the 5 day of June in the year Two Thousand.

In the presence of:

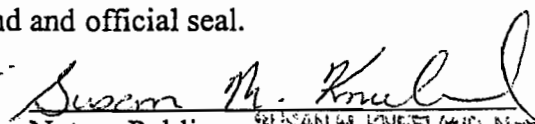

Witness


Robert MacNeil

New Hampshire
STATE OF VERMONT
COUNTY OF Sullivan, ss.

On this the 5 day of June 2000, before me, the undersigned officer, personally appeared, Robert McNeil, known to me (or satisfactorily proven) to be the person whose name he subscribed to the within instrument, and acknowledged that he executed the same as his free act and deed for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public
My Commission Expires September 26, 2004

In the presence of:

Robert E. Mantel
Witness

Barker-Sargent Corporation

By: Frank L. Barker, Jr.
Its authorized agent

STATE OF VERMONT
COUNTY OF Chittenden, ss

On this the 17th day of April 2000, before me, the undersigned officer, personally appeared, Frank L. Barker, Jr., known to me (or satisfactorily proven) to be the person whose name _____ subscribed to the within instrument, and acknowledged that _____ he executed the same as _____ free act and deed and as the free act and deed of the Barker-Sargent Corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Paula J. Gosselin
Notary Public
My commission expires: 2/10/03

In the presence of:

Joseph Connolly
Witness

Northeast Waste Services, Ltd.

By: Paul J. Prosser
Its authorized agent

STATE OF New Hampshire
COUNTY OF Sullivan, ss

On this the 5 day of June 2000, before me, the undersigned officer, personally appeared, Bob MacNeil, known to me (or satisfactorily proven) to be the person whose name _____ subscribed to the within instrument, and acknowledged that _____ he executed the same as _____ free act and deed and as the free act and deed of the Northeast Waste Services, Ltd.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Susan M. Kneeland
Notary Public
My Commission Expires September 26, 2004
My commission expires: _____

RELEASE

TO ALL TO WHOM THESE PRESENTS SHALL COME OR MAY CONCERN:

GREETING: KNOW YE, that George Braley, Linda Braley, Eugenie Brow, Jennifer Davey, David Fisk, David Demers, Carolyn Demers, Oscar Geoffrey, Madeline Geoffrey, Karl Gunkel, Eileen Gunkel, Mildred Robinson, Timothy L. Seigny, and Melissa J. Seigny (the "Braley Plaintiffs"), for good and valuable consideration, receipt whereof is hereby acknowledged, have remised, released, and forever discharged, and by these presents do for themselves and for all of their agents, representatives, heirs, executors, administrators, predecessors, transferees, relatives, successors, assigns, servants, employees, attorneys, and beneficiaries (the "Releasors") hereby remise, release, forever discharge and covenant not to sue Upper Valley Regional Landfill Corp. ("UVRL"), Barker-Sargent Corporation ("Barker-Sargent"), Robert MacNeil, Frank L. Barker, Jr. ("Barker"), and Northeast Waste Services, Ltd. (the "Barker Defendants"), and all of their agents, representatives, heirs, executors, administrators, predecessors, successors, assigns, servants, employees, affiliates, corporate parents and subsidiaries, shareholders, directors, officers, attorneys, and beneficiaries; the Town of Bennington, Town of Manchester, Town of Fairlee, Town of Londonderry, Town of Norwich, Town of Strafford, Town of Thetford, Town of Vershire, Town of West Fairlee, Rutland County Solid Waste District, Town of Orford and Town of Lyme (the "Municipal Defendants"), and all of their agents, representatives, administrators, predecessors, successors, assigns, servants, employees, affiliates, directors, officers, attorneys, and beneficiaries; and the State of Vermont and the State of Vermont Agency of Natural Resources (the "State") (collectively, the "Releasees") of and from all, and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law or in equity, including but not limited to all claims for personal injury or property damage, all claims for attorneys' fees, and all claims for reimbursement of costs or expenses, which against the said Releasees the Releasors have, ever had, now have or which the Releasors hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of these presents relating only to any and all claims that were or could have been asserted by the Releasors against the Releasees and any and all third parties in the lawsuits styled Braley et al. v. Upper Valley Regional Landfill Corporation, et al., pending in Orange Superior Court, bearing Docket No. S231-12-92 Oecv and State of Vermont v. Upper Valley Regional Landfill, et al., pending in Washington Superior Court, bearing Docket No. S652-93 WnC, and any and all claims relating in any way to damages, injuries, and losses suffered and allegedly suffered by the Releasors in connection with any and all matters relating in any way to the ownership, operation and use of the Upper Valley Regional Landfill, so-called, located off Route 113 in the Village of Post Mills in Thetford, Vermont (the "Landfill") and contamination caused by the Landfill.

Notwithstanding the foregoing, this Release does not extend to any claims that the Releasors might have for indemnity or contribution against the Releasees in the event that any third party not a Releasor (the "Potential Third Parties") brings claims against one or more Releasor to recover damages or to seek any other relief for injuries and losses allegedly suffered by the Potential Third Parties in connection with any and all matters relating in any way to the ownership, operation or use of the Landfill or to contamination allegedly caused by the Landfill.

THE RELEASORS HEREBY DECLARE AND REPRESENT that the damages they have sustained may be permanent and progressive, that recovery therefrom is uncertain and indefinite, that their injuries, damages, and losses may not now be fully known, and may be more numerous or more serious than is now expected, and in making this Release, the Releasors understand and agree that they are relying wholly upon their own judgment of the future development, progress, and result of such damages known and unknown and that they have not been influenced to any extent whatsoever in making this Release by any representations or statements regarding any matters made by the party or parties who are hereby released, or by any person or persons representing such party or parties, and that the Releasors accept the above-mentioned consideration in full settlement of all claims or demands as set forth herein, for injuries and damages known and unknown.

IT IS FURTHER AGREED:

That the Releasees does not admit to the validity of any claims that were or could have been made against them;

That said consideration is an accord and satisfaction of a disputed claim; and

That the persons whose signatures appear below are duly authorized to bind the persons on whose behalf they are executing this Release.

We have read and understand the foregoing.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the ____ day of ____ in the year Two Thousand.

In the presence of:

Witness

George Braley
George Braley

STATE OF VERMONT
COUNTY OF ORANGE, ss.

On this the 11 day of April 2000, before me, the undersigned officer, personally appeared, George Braley, known to me (or satisfactorily proven) to be the person whose name he subscribed to the within instrument, and acknowledged that he executed the same as his free act and deed for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Emily M.
Notary Public
My commission expires: 2/10/03

In the presence of:

Witness

Linda Braley
Linda Braley

STATE OF VERMONT
COUNTY OF ORANGE, ss.

On this the 11 day of April 2000, before me, the undersigned officer, personally appeared, Linda Braley, known to me (or satisfactorily proven) to be the person whose name she subscribed to the within instrument, and acknowledged that she executed the same as her free act and deed for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Eugenie Brow
Notary Public
My commission expires: 2/10/03

In the presence of:

Witness

Eugenie Brow

STATE OF VERMONT
COUNTY OF ORANGE, ss.

On this the ____ day of _____ 2000, before me, the undersigned officer, personally appeared, Eugenie Brow, known to me (or satisfactorily proven) to be the person whose name she subscribed to the within instrument, and acknowledged that she executed the same as her free act and deed for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public
My commission expires: _____

In the presence of:

Witness

Linda Braley

STATE OF VERMONT
COUNTY OF ORANGE, ss.

On this the ____ day of _____ 2000, before me, the undersigned officer, personally appeared, Linda Braley, known to me (or satisfactorily proven) to be the person whose name she subscribed to the within instrument, and acknowledged that she executed the same as her free act and deed for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My commission expires: _____

In the presence of:

Monica Schreiner

Witness

Eugenie M Brow Eaborn
Eugenie Brow

STATE OF VERMONT
COUNTY OF ORANGE, ss.

On this the 29th day of February 2000, before me, the undersigned officer, personally appeared, Eugenie Brow, known to me (or satisfactorily proven) to be the person whose name she subscribed to the within instrument, and acknowledged that she executed the same as her free act and deed for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Monica Schreiner

- Notary Public

My commission expires: 10/23/2002

In the presence of:

Witness

Jennifer C Davey
Jennifer Davey

STATE OF VERMONT
COUNTY OF ORANGE, ss.

On this the 11 day of April 2000, before me, the undersigned officer, personally appeared, Jennifer Davey, known to me (or satisfactorily proven) to be the person whose name she subscribed to the within instrument, and acknowledged that she executed the same as her free act and deed for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Emily J. Fox
Notary Public
My commission expires: 2/10/03

In the presence of:

Witness

David J. Fisk
David Fisk

STATE OF VERMONT
COUNTY OF ORANGE, ss.

On this the 11 day of April 2000, before me, the undersigned officer, personally appeared, David Fisk, known to me (or satisfactorily proven) to be the person whose name he subscribed to the within instrument, and acknowledged that he executed the same as his free act and deed for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Emily J. Fox
Notary Public
My commission expires: 2/10/03

In the presence of:

Lathrop Chandler
Witness

David S. Demers
David Demers

NEW HAMPSHIRE
STATE OF VERMONT
COUNTY OF ~~ORANGE~~, ss.
GRAFTON

On this the 11th day of April 2000, before me, the undersigned officer, personally appeared, David Demers, known to me (or satisfactorily proven) to be the person whose name he subscribed to the within instrument, and acknowledged that he executed the same as his free act and deed for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Donna Brenner
Notary Public DONNA BRENNER, Notary Public
My commission expires April 29, 2001

In the presence of:

Lathrop Chandler
Witness

Carolyn Demers
Carolyn Demers

NEW HAMPSHIRE
STATE OF VERMONT
COUNTY OF ~~ORANGE~~, ss.
GRAFTON

On this the 14th day of April 2000, before me, the undersigned officer, personally appeared, Carolyn Demers, known to me (or satisfactorily proven) to be the person whose name she subscribed to the within instrument, and acknowledged that she executed the same as her free act and deed for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Donna Brenner
Notary Public DONNA BRENNER, Notary Public
My commission expires April 29, 2001

In the presence of:

Sherry J. Crossley
Witness

Oscar L. Geoffrey
Oscar Geoffrey

STATE OF VERMONT
COUNTY OF ORANGE, ss.

On this the 5th day of April 2000, before me, the undersigned officer, personally appeared, Oscar Geoffrey, known to me (or satisfactorily proven) to be the person whose name he subscribed to the within instrument, and acknowledged that he executed the same as his free act and deed for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Sherry J. Crossley
Notary Public
My commission expires: 2-10-03

In the presence of:

Sherry J. Crossley
Witness

Madeline J. Geoffrey
Madeline Geoffrey

STATE OF VERMONT
COUNTY OF ORANGE, ss.

On this the 5th day of April 2000, before me, the undersigned officer, personally appeared, Madeline Geoffrey (or satisfactorily proven) to be the person whose name she subscribed to the within instrument, and acknowledged that she executed the same as her free act and deed for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Sherry J. Crossley
Notary Public
My commission expires: 2-10-03

In the presence of:

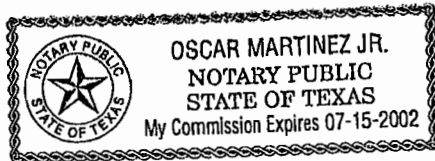
Witness

Karl Gunkel
Karl Gunkel

Texas
STATE OF ~~VERMONT~~
COUNTY OF ~~ORANGE~~, ss. Hidalgo

On this the 2 day of 3 2000, before me, the undersigned officer, personally appeared, Karl Gunkel, known to me (or satisfactorily proven) to be the person whose name he subscribed to the within instrument, and acknowledged that he executed the same as his free act and deed for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Oscar Martinez Jr.
Notary Public
My commission expires: 7/15/02

In the presence of:

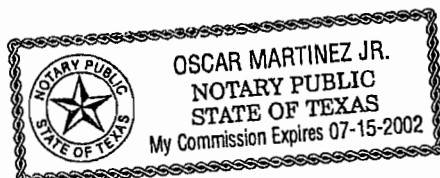
Witness

Eileen Gunkel
Eileen Gunkel

Texas
STATE OF ~~VERMONT~~
COUNTY OF ~~ORANGE~~, ss. Hidalgo

On this the 2 day of 3 2000, before me, the undersigned officer, personally appeared, Eileen Gunkel (or satisfactorily proven) to be the person whose name she subscribed to the within instrument, and acknowledged that she executed the same as her free act and deed for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Oscar Martinez Jr.
Notary Public
My commission expires: 7/15/02

In the presence of:

Witness

Timothy L. Seigny
Timothy L. Seigny

STATE OF VERMONT
COUNTY OF ORANGE, ss.

On this the 11 day of April 2000, before me, the undersigned officer, personally appeared, Timothy L. Seigny, known to me (or satisfactorily proven) to be the person whose name he subscribed to the within instrument, and acknowledged that he executed the same as his free act and deed for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Emily J. Seigny
Notary Public
My commission expires: 2/10/03

In the presence of:

Witness

Melissa J. Seigny
Melissa J. Seigny

STATE OF VERMONT
COUNTY OF ORANGE, ss.

On this the 11 day of April 2000, before me, the undersigned officer, personally appeared, Melissa J. Seigny (or satisfactorily proven) to be the person whose name she subscribed to the within instrument, and acknowledged that she executed the same as her free act and deed for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Emily J. Seigny
Notary Public
My commission expires: 2/10/03

In the presence of:

Phyllis G. Sawyer
Witness

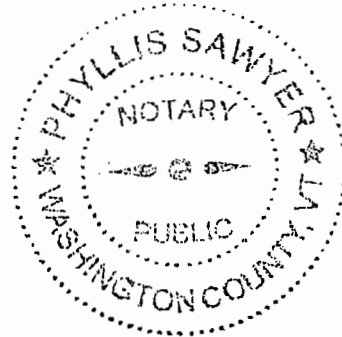
Mildred Robinson
Mildred Robinson

STATE OF VERMONT
COUNTY OF ORANGE, ss.

On this the 22 day of 3 2000, before me, the undersigned officer, personally appeared, Mildred Robinson (or satisfactorily proven) to be the person whose name she subscribed to the within instrument, and acknowledged that she executed the same as her free act and deed for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Phyllis G. Sawyer
Notary Public
My commission expires: 2/10/03



RELEASE

TO ALL TO WHOM THESE PRESENTS SHALL COME OR MAY CONCERN:

GREETING: KNOW YE, that and the **State of Vermont** (the "State"), for good and valuable consideration, receipt whereof is hereby acknowledged, has remised, released, and forever discharged, and by these presents does for itself and for all of its successors, assigns, servants, employees and officers (the "Releasors") hereby remise, release, forever discharge and covenant not to sue **George Braley, Linda Braley, Eugenie Brow, Jennifer Davey, David Fisk, David Demers, Carolyn Demers, Oscar Geoffrey, Madeline Geoffrey, Karl Gunkel, Eileen Gunkel, Mildred Robinson, Timothy L. Sevigny, and Melissa J. Sevigny** (the "Braley Plaintiffs") and their agents, representatives, heirs, executors, administrators, predecessors, transferees, relatives, successors, assigns, servants, employees, attorneys, and beneficiaries; the **Town of Bennington, Town of Manchester, Town of Fairlee, Town of Londonderry, Town of Norwich, Town of Strafford, Town of Thetford, Town of Vershire, Town of West Fairlee, Rutland County Solid Waste District, Town of Orford and Town of Lyme** (the "Municipal Defendants"), and all of their agents, representatives, administrators, predecessors, successors, assigns, servants, employees, affiliates, directors, officers, attorneys, and beneficiaries; (collectively, the "Releasees") of and from all, and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law or in equity, including but not limited to all claims for personal injury or property damage, all claims for attorneys' fees, and all claims for reimbursement of costs or expenses, which against the said Releasees the Releasors have, ever had, now have or which the Releasors hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of these presents relating only to any and all claims that were or could have been asserted by the Releasors against the Releasees and any and all third parties in the lawsuits styled Braley, et al. v. Upper Valley Regional Landfill Corporation, et al., pending in Orange Superior Court, bearing Docket No. S231-12-92 Oecv and State of Vermont v. Upper Valley Regional Landfill Corporation, et al., pending in Washington Superior Court, bearing Docket No. S652-93 WnC, and relating in any way to the ownership, operation and use of the Upper Valley Regional Landfill, so-called, located off Route 113 in the Village of Post Mills in Thetford, Vermont (the "Landfill") and contamination caused by the Landfill.

Notwithstanding the foregoing, this Release does not extend to any claims that the Releasors might have for indemnity or contribution against the Releasees in the event that any third party not a Releasor (the "Potential Third Parties") brings claims against one or more Releasor to recover damages or to seek any other relief for injuries and losses allegedly suffered by the Potential Third Parties in connection with any and all matters relating in any way to the ownership, operation or use of the Landfill or to contamination allegedly caused by the Landfill.

THE RELEASORS HEREBY DECLARE AND REPRESENT that they are relying wholly upon their own judgment of the future development, progress, and result of such damages known and unknown and that they have not been influenced to any extent whatsoever in making this Release by any representations or statements regarding any matters made by Releasees, or by

any person or persons representing Releasees, and that the Releasors accept the above-mentioned consideration in full settlement of all claims or demands as set forth herein, for injuries and damages known and unknown.

IT IS FURTHER AGREED:

That the Releasees do not admit to the validity of any claims that were or could have been made against them;

That said consideration is an accord and satisfaction of a disputed claim; and

That the persons whose signatures appear below are duly authorized to bind the persons on whose behalf they are executing this Release.

We have read and understand the foregoing.

In the presence of:

Eric Titus
Witness

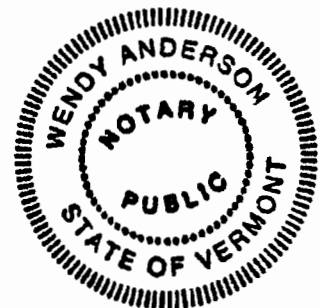
State of Vermont
By: *James H. Masse*
Its authorized agent

STATE OF VERMONT
COUNTY OF WASHINGTON, ss

On this the 20th day of April, 2000, before me, the undersigned officer, personally appeared, Canute Palmessa, known to me (or satisfactorily proven) to be the person whose name _____ subscribed to the within instrument, and acknowledged that ___he executed the same as his free act and deed and as the free act and deed of the State of Vermont.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Wendy Anderson
Notary Public
My commission expires: 2/10/03



RELEASE

TO ALL TO WHOM THESE PRESENTS SHALL COME OR MAY CONCERN:

GREETING: KNOW YE, that the State of Vermont (the "State"), for good and valuable consideration, receipt whereof is hereby acknowledged, has remised, released, and forever discharged, and by these presents does for itself and for all of its successors, assigns, servants, employees, and officers (the "Releasors") hereby remise, release, forever discharge and covenants not to sue **Upper Valley Regional Landfill Corp. ("UVRL"), Barker-Sargent Corporation ("Barker-Sargent"), and Frank L. Barker, Jr. ("Barker")** (collectively, the "Barker Defendants"), and all of their agents, representatives, heirs, executors, administrators, predecessors, successors, assigns, servants, employees, shareholders, directors, officers, attorneys, and beneficiaries (collectively, the "Releasees") of and from all, and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law or in equity, including but not limited to all claims for attorneys' fees, and all claims for reimbursement of costs or expenses, which against the said Releasees the Releasors have, ever had, now have or which the Releasors hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of these presents relating only to (1) claims under 10 V.S.A. §§ 1410, 6615, 6616 or §§8001 *et seq.* arising out of or relating to contamination at or from the Upper Valley Regional Landfill, so-called, located off Route 113 in the Village of Post Mills in Thetford, Vermont (the "Landfill") due to the disposal of household hazardous waste at the Landfill; and (2) claims for (a) relief for non-compliance with the Order including injunctive relief and fines or penalties which could be assessed pursuant to 10 V.S.A. §§ 8010 or 8221; (b) the Landfill Project Costs not reimbursed by the Landfill Project Fund; and (c) other costs relating to the Landfill Project. The terms "Order," "Landfill Project Costs," "Landfill Project Fund," and "Landfill Project" as used herein are all as defined in the Settlement Agreement by and between the State, the Barker Defendants and certain adjoining landowners (the "Braley Plaintiffs") dated to be effective ^{April} March 30, 2000 (the "Settlement Agreement").

Notwithstanding the foregoing, this Release does not extend to any claims that the Releasors might have for indemnity or contribution against the Releasees in the event that any third party not a Releasor (the "Potential Third Parties") brings claims against one or more Releasor to recover damages or to seek any other relief for injuries and losses allegedly suffered by the Potential Third Parties in connection with any and all matters relating in any way to the ownership, operation or use of the Landfill or to contamination allegedly caused by the Landfill.

This Release shall be effective upon (a) receipt by the State of the State Insurance Settlement Proceeds and funding of the Landfill Project Fund and (b) delivery of all documents and instruments and performance of all obligations by the Barker Defendants all as set forth in the Settlement Agreement. This Release shall be void if (a) there is no good faith basis for the representations made by the Barker Defendants as set forth in the Settlement Agreement; (b) the Barker Defendants hereafter cause, worsen or contribute to a release or threatened release of hazardous materials or hazardous waste; or (c) information about a release or threatened release of hazardous materials or hazardous waste becomes known to the State, including information

which was withheld or concealed by the Barker Defendants, and the release or threatened release exposes the public or environment to an unacceptable risk, hazard or threat, all as set forth in the Settlement Agreement.

THE RELEASORS HEREBY DECLARE AND REPRESENT that, other than the representations made by the Barker Defendants in the Settlement Agreement and in all documents, records, instruments and agreements delivered pursuant to the Settlement Agreement, it has not been influenced to any extent whatsoever in making this Release by any representations or statements regarding any matters made by the party or parties who are hereby released, or by any person or persons representing such party or parties, and that the Releasor accepts the above-mentioned consideration in full settlement of all claims or demands as set forth herein, for injuries and damages known and unknown.

IT IS FURTHER AGREED:

That in the event of a conflict between the terms of this Releases and the Settlement Agreement, the terms of the Settlement Agreement shall control.

That the Releasees do not admit to the validity of any claims that were or could have been made against them;

That said consideration is an accord and satisfaction of a disputed claim; and

That the persons whose signatures appear below are duly authorized to bind the persons on whose behalf they are executing this Release.

We have read and understand the foregoing.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the 20 day of April in the year Two Thousand.

In the presence of:

Emile Thiel

Witness

State of Vermont

By: Paul Dalmasso

Its authorized agent

STATE OF VERMONT
COUNTY OF WASHINGTON, ss

On this the 20th day of April 2000, before me, the undersigned officer, personally appeared, Paul Dalmasso, known to me (or satisfactorily proven) to be the person whose name _____ subscribed to the within instrument, and acknowledged that he executed the same as his free act and deed and as the free act and deed of the State of Vermont.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Wendy Anderson
Notary Public

My commission expires: 2/10/03