

WHEREAS, the Escrow Agent agrees to accept, hold, and disburse the escrow account funds and the earnings thereon in accordance with the terms of this Escrow Agreement.

NOW, THEREFORE, in consideration of the recitals above, the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Escrow Account

1. Permittee shall deliver to the Escrow Agent the Required Escrow Amount of \$ _____ at least thirty (30) calendar days prior to

_____ date PWTf is expected to commence operation for new facilities or renewal of an existing permit for existing facilities

2. Within two (2) business days of receipt of the Required Escrow Amount or additional funds pursuant to Paragraph 3 below, the Escrow Agent shall place the Required Escrow Amount in an interest bearing account ("Escrow Account") at

_____ Name of Institution/Bank

located at _____, Massachusetts ("Depository Bank").

All funds delivered by the Permittee to the Escrow Agent shall be deposited and held by the Escrow Agent in the Escrow Account.

3. Within ninety (90) calendar days of any disbursement from the Escrow Account, the Permittee shall deliver additional funds to the Escrow Agent so that the amount available in the Escrow Account shall be no less than the Required Escrow Amount, provided that at no time may the Escrow Account incur a negative balance.

4. The Depository Bank shall be entitled to charge the Escrow Account for services related to maintenance of the Escrow Account at a rate not exceeding the Depository Bank's standard charges to other customers for similar services.

5. The Escrow Account shall be opened with the signature of the Escrow Agent indicating that checks drawn against the Escrow Account shall be signed by the Escrow Agent and by no other person. Disbursements shall be made from the Escrow Account only in accordance with the terms of this Agreement.

6. The Escrow Agent shall maintain a record of all deposits, income, disbursements, and other transactions concerning the Escrow Account. On or before January 15th of each year, the Escrow Agent shall provide to each of the Parties a written accounting of the initial and current balance as well as of all transactions that occurred during the prior calendar year. Upon request, the Parties shall have the right to inspect, at reasonable times, all books and records of the Escrow Agent relating to the Escrow Account, including, without limitation, all accounting and bank statements, checks, receipts, and disbursements. The Escrow Agent shall send a copy of such books and records to a Party within thirty (30) calendar days of a request.

7. The Escrow Agent shall keep in its possession all book(s) and records relating to the Escrow Account until such time as they are delivered to a successor Escrow Agent pursuant to Paragraph 16 below or to the Permittee and the Department pursuant to Paragraph 28 below.

Disbursements

8. The Escrow Agent shall make disbursements of the Escrow Account funds including any accrued interest only as follows:

(a) Seven (7) business days following receipt of written direction from the Permittee stating that funds held in the Escrow Account are required to pay for the immediate repair and/or replacement of the PWTf or any of its components, the Escrow Agent shall disburse such funds to the Permittee in accordance with the Permittee's written direction, unless the Department objects in writing to such disbursement prior to the seventh (7th) business day. The Permittee's written direction shall include invoice(s) evidencing the expenditure made or to be made. The Permittee shall simultaneously send a copy of the written direction including invoice(s) to the attention of the Department as set forth in Paragraph 15 below.

(b) The Escrow Agent shall disburse all funds in the Escrow Account to the Permittee within five (5) business days of receipt of a joint written direction from the Department and the Permittee that the Escrow Account funds are no longer required to fund the immediate repair and/or replacement of the PWTf or any of its components.

(c) Notwithstanding Paragraphs 8(a) and (b) above, the Escrow Agent shall disburse the Escrow Account funds to the Permittee or the Department in accordance with any final order, judgment, or decree of a court of competent jurisdiction from which the Parties do not appeal or from which no further right of appeal exists.

(d) The Escrow Agent shall disburse funds to itself for services rendered in accordance with Paragraph 12 below.

Duties and Liabilities of Escrow Agent

9. The Escrow Agent shall have no liability or obligation with respect to the Escrow Account funds except for the Escrow Agent's willful misconduct, bad faith or gross negligence. The Escrow Agent shall be under no duty to: (a) pass upon the adequacy of any documents; (b) determine whether any of the Parties are complying with the terms and provisions of this Escrow Agreement; or (c) determine the identify or authority of any person purporting to be a signatory authorized by the Permittee or the Department.

10. The Escrow Agent may conclusively rely upon, and shall be protected in acting on, a statement, certificate, notice, requisition, order, approval, or other document believed by the Escrow Agent to be genuine and to have been given, signed and presented by a duly authorized agent of the Permittee or Department. The Escrow Agent shall have no duty or liability to verify any statement, certificate, notice, requisition, order, approval or other document and its sole responsibility shall be to act only as expressly set forth in this Escrow Agreement. The Escrow Agent shall not incur liability for following the instructions contemplated by this Escrow Agreement or expressly provided for in this Escrow Agreement. The Escrow Agent shall be under no obligation to institute or defend any action, suit, or proceeding in connection with this Escrow Agreement, unless first indemnified to its satisfaction. The Escrow Agent may consult with counsel of its choice including shareholders, directors and employees of the Escrow Agent, with respect to any question arising under or in connection with this Escrow Agreement.

11. The Escrow Agent may refrain from taking any action, other than keeping all property held by it in escrow if the Escrow Agent: (a) is uncertain about its duties or rights under this Escrow Agreement; or (b) receives instructions that, in its opinion, are in conflict with any of the terms and provisions of this Escrow Agreement, until it has resolved the conflict to its satisfaction, received a final judgment by a court of competent jurisdiction (if it seems such action necessary or advisable), or received instructions executed by both the Department and the Permittee.

Escrow Agent's Fee

12. The Escrow Agent shall be entitled to compensation from the Permittee for its services under this Escrow Agreement in accordance with the fee schedule attached to this Escrow Agreement as Exhibit A. The attached fee schedule constitutes full compensation to the Escrow Agent for services contemplated by this Escrow Agreement. The Escrow Agent is authorized to compensate itself from Escrow Account funds in accordance with the attached schedule following thirty (30) calendar days prior written notice to Permittee. The Escrow Account shall be replenished by the Permittee as required by Paragraph 3 above.

Investment Risk

13. In no event shall the Escrow Agent have any liability as a result of any loss occasioned by the financial difficulty or failure of any institution, including Depository Bank, or for failure of any banking institution, including Depository Bank, to follow the instructions of the Escrow Agent. Without limiting the generality of the foregoing, in no event shall the Escrow Agent incur any liability as the result of any claim or allegation that the Escrow Agent should have invested the escrow funds in United States Treasury Bills rather than hold same on deposit at the Depository Bank, or visa versa.

Notices

14. All notices, certifications, authorizations, requests, or other communications permitted or required under this Escrow Agreement shall be in writing and shall be deemed duly provided when deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested to the other Parties at the addresses set forth in Paragraph 15 below. In addition, the Parties may provide notice utilizing the alternate methods of hand delivery, Federal Express, or other recognized overnight courier. Notices provided by hand delivery, Federal Express or other recognized overnight courier shall be deemed duly provided when received at the addresses set forth in Paragraph 15 below.

15. All notices, certifications, authorizations, requests, or other communications permitted or required shall be delivered as follows:

To the Department:

To the Permittee:

To the Escrow Agent:

or to such other place or to the attention of such other individual as a Party from time to time may designate by written notice to all other Parties.

Resignation, Removal and Successor Escrow Agent

16. If, for any reason, the Escrow Agent is unable or unwilling to continue to act as Escrow Agent, then it shall give written notice to the other Parties of its intent to resign as Escrow Agent. Within ten (10) business days following receipt of such notice, the Parties shall agree upon a successor escrow agent, formally appoint the successor escrow agent and provide written notification to the Escrow Agent of the subsequent appointment. Upon appointment, such successor escrow agent shall execute and deliver to its predecessor and to the Parties an instrument in writing accepting such appointment. Thereupon, without further action, such successor escrow agent shall be fully vested with all the rights, immunities, and powers, and shall be subject to all the duties and obligations of its predecessor. The predecessor Escrow Agent shall, within three (3) business days following receipt of the written acceptance of subsequent appointment, deliver to the Escrow Agent's successor all books and records, funds, and other property held by the Escrow Agent under the Escrow Agreement. Upon such delivery, all obligations of the Escrow Agent under this Escrow Agreement shall automatically terminate. If no successor Escrow Agent is designated within the prescribed ten (10) business day period, or if written acceptance of subsequent appointment is not received within such period, then the Escrow Agent's obligations under this Escrow Agreement shall continue unless otherwise agreed to by the Parties.

17. The Escrow Agent may be removed at any time by a written instrument or concurrent written instruments signed by the Department and the Permittee and delivered to the Escrow Agent.

18. If at any time the Escrow Agent shall resign, be removed, be dissolved, or otherwise become incapable of acting, or the position of the Escrow Agent shall become vacant for any reason, the Parties shall promptly appoint a successor Escrow Agent.

Interest

19. All interest income accrued on funds in the Escrow Account shall become part of the Escrow Account and shall remain in the Escrow Account. The Permittee shall be solely responsible for the payment of all federal and state taxes on accrued Escrow Account interest.

Miscellaneous

20. This Escrow Agreement constitutes the entire agreement between the Parties relating to the holding, investment, and disbursement of the Escrow Account funds.

21. This Escrow Agreement shall be binding upon, and shall inure to the benefit of the Parties hereto and their successors and assigns.

22. This Escrow Agreement shall be governed by and be construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts without giving effect to the conflict of laws principles thereof.

23. This Escrow Agreement shall be interpreted as an instrument under seal.

24. This Escrow Agreement may be executed in any number of counterparts each of which shall constitute an original and all counterparts shall constitute one Agreement.

25. This Escrow Agreement may not be assigned, amended, altered, or modified except by written instrument duly executed by all the Parties.

26. The Permittee shall not transfer Groundwater Discharge Permit # _____, and the Department shall not approve said transfer, unless and until the proposed new permittee establishes a new financial assurance mechanism that meets the requirements of said permit and 314 CMR 5.00, and/or the Permittee, the proposed new permittee, the Department and the Escrow Agent agree to modify this agreement to substitute the proposed new permittee for the Permittee.

27. In the event that any party to this Escrow Agreement commences a lawsuit or other proceeding relating to or arising from this Escrow Agreement, the Parties agree that the courts of the Commonwealth of Massachusetts, excluding any federal court sitting therein, shall have the sole and exclusive jurisdiction over any such proceeding. The Parties agree to: (a) waive any objection to such venue; (b) submit to the jurisdiction of the courts so specified; and (c) accept service or process to vest personal jurisdiction over them in these courts.

28. To the extent any provision of this Escrow Agreement is prohibited by or held invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Escrow Agreement.

29. This Escrow Agreement shall terminate, and the Escrow Agent shall be relieved of all liability, after: (a) all funds in the Escrow Account have been properly disbursed in accordance with the terms and conditions of this Agreement; (b) the Escrow Agent has provided a final accounting of all transactions hereunder to the Parties; and (c) a copy of all books and records relating to the Escrow Account has been delivered to the Permittee, and, if requested, to the Department.

Effective Date

30. This Agreement shall take effect on the latest date of execution by the Department, Permittee or Escrow Agent.

IN WITNESS WHEREOF, the Parties have caused this Escrow Agreement to be duly executed as set forth below.

FOR THE MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL PROTECTION

By _____
Signature

Date

Printed Name

Title

FOR THE PERMITTEE

By _____
Signature

Printed Name

Title

_____ Date

FOR THE ESCROW AGENT

By _____
Signature

Printed Name

Title

_____ Date

EXHIBIT A
Escrow Agent's Fee Schedule

_____	Fees -	\$ _____	/hour
_____	Fees -	\$ _____	/hour

To be adjusted every two (2) years.