

COMMONWEALTH OF MASSACHUSETTS
THE TRIAL COURT
SUFFOLK SUPERIOR COURT

Suffolk, ss

COMMONWEALTH OF MASSACHUSETTS,
Plaintiff

V.

NEW VENTURES ASSOCIATES, LLC,
Defendant

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CA # SUCV2006-00790

EXHIBIT "B"

LYNCH, DESIMONE & NYLEN, LLP

ATTORNEYS AT LAW
12 POST OFFICE SQUARE
BOSTON, MASSACHUSETTS 02109
Telephone: (617) 348-4500
Facsimile: (617) 348-4545

JOHN M. LYNCH, P.C.
ERNEST P. DESIMONE
RICHARD A. NYLEN, JR.
FREDERICK S. GILMAN
STEPHEN W. DECOURCEY
JOHN P. CARR
SHANNON MICHAUD

OF COUNSEL

JAMES W. MURPHY
WAYNE H. SCOTT

April 9, 2010

Via Email & First Class Mail

Matthew C. Ireland, Esq.
Assistant Attorney General
Environmental Protection Division
Attorney General's Office
100 Cambridge Street, 10th Floor
Boston, MA 02114

Re: Commonwealth of Massachusetts v. New Ventures Associates, LLC;
Suffolk Superior Court, C.A. No. SUCV2006-00790;
Response to Letter dated April 7, 2010 re FML Repairs

Dear Attorney Ireland:

This office represents New Ventures Associates, LLC ("New Ventures") with respect to the above-referenced matter and I am in receipt of a letter dated April 7, 2010 with respect to the status of repairs that are being undertaken by New Ventures at the Crow Lane Landfill.

With respect to your request for further information, New Ventures hereby respond as follows:

1. The wells have been repaired and all that remains is for the ordered clamps to arrive and the updated gas valves to be installed next week. Work was performed under the supervision of the engineer of record, a professional well installer and personnel under the direction of same. Vacuum was restored to the wells as of Wednesday, April 7, 2010.
2. There is no contract between New Ventures and the well installer. He will be submitting an invoice to New Ventures.
3. FML repair has already commenced, as witnessed by the Department's third party consultants, including working with the FML as part of a determination if any of the

FML can be salvaged. No work took place today due to the rainy weather conditions. New Ventures intends to have staff on-site on Saturday, April 10, 2010 and next week to continue the site preparation necessary for the FML installer's work beginning on April 19, 2010. The installer has agreed to set aside the time to perform the work. The FML installer, GSE, is the same contractor who performed accelerated closing work last fall and whose services were approved by and paid for by the Department out of the FAM.

4. The contract for the FML repair will be provided to the Commonwealth as a courtesy when it is executed by both parties. In the interest of securing the best price, could you please share any quotes or estimates that you have received for FML repairs.
5. New Ventures will not and cannot agree that it will not request the use of the FAM proceeds in the future for closure and post-closure costs including seeking reimbursement for repair costs. Neither 310 CMR 19.051 or the FAM Standby Trust Agreement prohibit such requests or authorizations. In fact, during final closure, the regulations allow the owner to petition for the reduction of FAM monies per 310 CMR 19.051(8). It is premature for the Department to make this demand.
6. New Ventures will provide the Department with closure or post-closure costs when the Department approves the final berm design and the elevation of Detention Basin #1 has been resolved.

New Ventures has presented a berm design from its geotechnical consultant that meets the 1.3 safety standard and New Ventures has explained the elevation discrepancy for the Detention Basin #1. The Department has rejected same and has refused to meet with New Ventures to discuss resolution of these items. To the extent that the Department will not allow New Ventures to construct the Detention Basin #1 as intended and the berm as designed to meet the 1.3 safety specifications, New Ventures will be unable to close the Landfill or determine the cost for completion of same as well as the costs for post-closure.

As you know New Ventures and this office have made multiple requests during the past month for a meeting to discuss the above closure issues. The Department has rejected the requests for a meeting to resolve these matters in favor of litigation. As a further result of the Department's litigation position and refusal to meet to discuss these items, New Ventures will not be able to meet its deadline for completion of the closure under the Settlement Agreement. We renew the continued request for a meeting.

As to the Department's final comments with respect to access to the FAM, New Ventures disagrees with the Department's position and the regulations support New Ventures' position. While the FAM has acted as a performance bond primarily, the additional costs for the project as a

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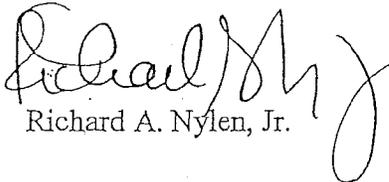
result of the Department's requirement for a gas pretreatment system, the media and containment trailers; the change to 1:1 soil mixing; the reduction of air space, the requirement for 24/7 staffing and complaint hotline; and the continuous Landfill monitoring all have added extraordinary costs that were not contemplated when the pro forma was developed in 2003. Once there is agreement as to the costs associated with closure and post-closure, access to the FAM either on a reduction or reimbursement basis for certain costs may be accomplished without jeopardizing the security for closure and post-closure activities consistent with 310 CMR 19.051.

Now that New Ventures has completed the bulk of the well repair and has commenced the site preparation and FML repair and committed to the repairs, there is no need for the Department to spend or encumber monies under the FAM. Please send along any quotes, estimates or bids for the well repair or FAM repairs that you have as soon as possible, in order that New Ventures can compare pricing to keep its costs down.

We again request a meeting to discuss the remaining issues that affect the cost and sequence for closure and post-closure. New Ventures will comply with the Judge's Order for updated estimates with the Department's cooperation in the resolution of these items.

I look forward to hearing from you to set up the meeting and remain available to answer any questions.

Sincerely,



Richard A. Nylan, Jr.

RAN/kad

cc: Mr. William Thibeault/NVLLC
Mr. John A. Carrigan
Michael W. Dingle, Esq.
Mr. Michael Quatromoni

LYNCH, DESIMONE & NYLEN, LLP

ATTORNEYS AT LAW
12 POST OFFICE SQUARE
BOSTON, MASSACHUSETTS 02109
Telephone: (617) 348-4500
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FREDERICK S. GILMAN
STEPHEN W. DECOURCEY
JOHN P. CARR
SHANNON MICHAUD

OF COUNSEL

JAMES W. MURPHY
WAYNE H. SCOTT

April 16, 2010

Via Email & First Class Mail

Matthew C. Ireland, Esq.
Assistant Attorney General
Environmental Protection Division
Attorney General's Office
100 Cambridge Street, 10th Floor
Boston, MA 02114

**Re: Commonwealth of Massachusetts v. New Ventures Associates, LLC;
Suffolk Superior Court, C.A. No. SUCV2006-00790;
Response to Letter dated April 14, 2010**

Dear Attorney Ireland:

This office represents New Ventures Associates, LLC ("New Ventures") with respect to the above-referenced matter. I am in receipt of your letter dated April 14, 2010 which appears to be sent for the sole purpose of creating a record for the Department to take over repair activities despite the fact that the repairs are being performed by New Ventures and its contractors. We respond to the letter as follows:

First, your suggestion that New Ventures has taken actions which are designed "as an effort to interfere with and deny MassDEP and its contractors access to the Landfill site to fully and properly perform the necessary gas well and storm damage repairs authorized by the Court" is not supported by the facts. New Ventures' actions have been directed at commencing and completing repairs on a more timely and cost responsive basis than the Commonwealth.

As you recall, according to its press releases, the Commonwealth announced that it was going to make temporary repairs to the wells beginning Friday, April 12, 2010 and was going to commence soliciting bids for FML repair sometime later. Permanent well repair would follow. New Ventures was on-site on Wednesday and Thursday, April 10th and 11th making the repairs to the wells that restored vacuum and resulted in functioning on a permanent basis, ahead of the Department's schedule. As stated in my letter dated April 12, 2010, the only remaining work on the

wells was to replace and update several wellheads and to put clamps on the wells. That was accomplished this week as promised. Apparently, your client did not inform you that its third party inspector, Shaw, observed this well work being completed last Wednesday and Thursday. No work was performed last Friday due to the rain. New Ventures responded far more quickly and efficiently than the Commonwealth.

Second, in addition to the well repair completion, New Ventures immediately contacted the FML installer responsible for the second phase of the Landfill closure and arranged for them to come to the Landfill the week of April 19th to repair the FML. In anticipation of the work that will be performed by the FML installer next week, New Ventures and personnel have been working for the past week in pulling back the FML that was rolled up from the winds to prepare it for the FML welder. The rolled up FML could not be left in place and had to be unraveled. New Ventures has arranged to have sufficient FML on-site for that portion of the repair that will require new FML to be applied on top of the geotextile fabric. Apparently, your client has not told you that considerable effort has been taking place in order to unravel the FML and prepare the site for the repairs. The amount of FML that is salvageable will be determined once the installer comes on-site. The installer will follow manufacturer's specifications and the CAD as referenced in the contract. We are extremely disappointed that the letter does not acknowledge the continuous and daily work that has taken place in order for the repairs to be effective. New Ventures has handled more than 50,000 square feet of FML preparing it for the repairs using excavators and equipment necessary in order to unravel the FML so that the work can go forward next week. We are also disappointed that there is no reference to the absence of odors in the neighborhood.

Third, as indicated in my letter dated April 9, 2010, New Ventures agreed to submit a copy of the contract for the FML repair work as a courtesy to the Department upon execution. New Ventures executed the contract on Tuesday, April 13, 2010. Because Mr. Thibeault was physically at the Landfill on Wednesday, April 14, 2010, it was not provided to me until a later date. As promised, a copy is attached. This letter also confirms that SITEC will supervise, repair and perform replacement work to comply with the CAD. It is interesting to note that the Commonwealth did not respond to New Ventures' request that the Commonwealth share cost information in the interest of getting the best work for the best price. We assume that the Commonwealth has solicited bids given the tone of its letter, and it is striking that you have not shared that information to assist in the repair process. Once again, while the contract terms have been set, New Ventures again requests that you share bid prices with them so that we can compare prices.

Fourth, we are puzzled by the Commonwealth's insistence that the FML monies should not be used for repairs when the Commonwealth clearly sought and received permission to access the FAM monies to perform the repairs. While New Ventures will meet its contractual obligations for repair work payment to its vendors, New Ventures will not agree or certify that it will not seek reimbursement for the repair costs at a later time using the process contemplated by the regulations.

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Fifth, the Commonwealth and the Department continue to prevent New Ventures from responding to and complying with the Court's Order to present closure and post-closure costs. As I have stated repeatedly, and which has not yet been acknowledged, the Commonwealth has refused to meet with New Ventures to discuss resolution of the berm design and the elevation of Detention Basin #1. Costs cannot be completed as demanded by the Department without resolution. We again request a meeting to discuss same.

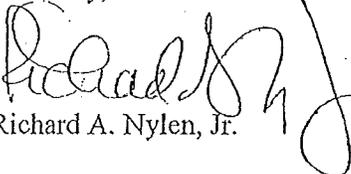
Sixth, the Department's violation of the Freedom of Information Act is no longer excusable. Representatives of the Department have stated to the Court in affidavit and represented otherwise that there are continuing noxious odors in the neighborhood resulting from the operation of the Landfill and suggested that the repairs cause same. On January 28, 2010, more than 11 weeks ago, New Ventures asked formally for the data that is collected on a daily basis from the neighborhoods by its contractor. Under the statute the Department is required to respond within 10 days with said information. It has now been eleven (11) weeks and the unsupported allegations continue to be made by the Department with full knowledge that it does not have the data to support the allegations. Another copy of the letter is attached.

Please let me know if we should pursue statutory remedies with the Secretary of State or whether the Department will comply with the statute and present the data.

I trust this answers your questions and as I have repeatedly offered, please contact me via telephone at any time there are any questions with respect to this matter and to set up the technical meeting to resolve the berm and basin issue.

Thank you.

Sincerely,



Richard A. Nylén, Jr.

RAN/kad
Enclosures (2)

cc: Mr. William Thibeault/NVLLC
Mr. Richard J. Chalpin
Mr. John A. Carrigan
Anthony J. Rossi, Esq.
Michael W. Dingle, Esq.