



License

Vermont Fish and Wildlife Department

1 National Life Drive, Davis 2
Montpelier, VT 05620

Docket No. 8400
Exh. TDI-JMB-26

1. Licensee Name: Champlain, VT, LLC d/b/a TDI New England
Address: P.O. Box 155, Charlotte, VT 05445
Phone/email: (802) 885-3890
2. License Period: 10 Years, with Renewals per Sec. 8
Effective Date: July 1, 2015
Expiration Date: June 30, 2015
Authorization #: 262-00-BU1-2015
3. Principal Officer: Donald Jessome
4. Sub-Licensee(s): N/A
5. Fee: Thirty (30) days prior to commencing authorized activities as set forth in Paragraph 6, Licensee shall deposit a one-time payment, of \$350,000, to cover the design, permitting and construction and maintenance costs to be incurred by the Department for the construction of a boat ramp at the Korean War Veterans Access Area in Alburgh, VT in an escrow account. The fee payment shall be deposited in an escrow account established by Licensee, no later than one month after the Licensee has the financial closing for its proposed New England Clean Power Link Project (NECPL). The Licensee shall pay the Department the total fee amount within one month of notice from the Department of the completion of the construction of the boat ramp. The Licensee shall not be responsible for any permitting, construction, or maintenance costs of the boat ramp that exceed \$350,000.
6. Authorized Activity: To enter onto the Licensed Area, as defined in section 7 below, to erect, construct, repair, maintain, reconstruct, relocate, operate, inspect and remove facilities for the transmission of electricity and for the transmission of data across Fish and Wildlife Department lands in connection with Licensee's NECPL, subject to the conditions described herein.
7. Location Where Authorized Activity May Be Conducted: Korean War Veterans Access Area, hereinafter, the "Licensed Area;" located in the town of Alburgh. See attached Attachment A and map for a more specific description of the temporary construction area and long term Licensed Area.
8. Conditions:
 - A. The terms of this License are conditioned upon the receipt of a Certificate of Public Good from the Vermont Public Service Board in Docket Number 8400 and the Licensee's financial closing for its proposed New England Clean Power Link Project (NECPL). The License shall be terminated if either of these two conditions are not met.
 - B. The Licensee may renew this license with the Department for three additional ten year terms under the same terms and conditions, except that any applicable Department rules in effect at the time of license renewal shall apply to the renewal. The Department shall not unreasonably condition, unreasonably delay, or otherwise unreasonably withhold renewal of the license, upon written request from the Licensee to the Department of its intention to exercise the renewal on or before the expiration date of the License, and provided that Licensee is not in default of this License.
 - C. Licensee shall not conduct major construction activities between two calendar days prior to Father's Day and four calendar days after the Fourth of July.
 - D. Licensee shall notify the Department in writing and the public by posting signage at the site at least four (4) weeks in advance of initiating closure of the access area for major construction activities. Additionally, any scheduled required closures for routine operation and maintenance shall be approved by the Department at least two (2) weeks in advance to ensure no conflicts with previously approved Department activities (i.e. fishing tournaments).
 - E. Licensee may conduct routine maintenance operations as it shall find reasonably necessary without prior consultation with and approval of the Department provided the activities do not require closure of the access area or impact priority uses of the access area.
 - F. In the event of an emergency or conditions of imminent hazard on the licensed property, such as storm restoration activities warranting immediate action on the part of the Licensee, written notification of said emergency shall be provided to the Department within 48 hours.
 - G. Licensee shall be responsible for obtaining and adhering to any lake encroachment, shoreline protection, Army Corps permits, and Section 248 certificate of public good for the infrastructure it will construct and maintain in the Licensed Area. The Department shall be responsible for the design, permitting, construction, and maintenance of any boat ramp that is built by the Department using the fee payment under section 5.
 - H. Licensee shall have the right to enter upon the Licensed Area for the purpose of conducting maintenance work authorized by this license, provided that the work is conducted in a safe and environmentally sustainable and protective manner. Following such work, Licensee shall clean and restore the Licensed Area to the satisfaction of the Department. Any damages to the property of the Department caused by the Licensee shall be repaired and restored by the Licensee at its sole expense, to the satisfaction of the Department.
 - I. The Licensee shall have the duty to inform the Department of its discontinued use of the Licensed Area or the specific line, or lines within such Licensed Area. Licensee shall have one hundred eighty (180) days from the date of termination of the license to fill in

the concrete vault with appropriate backfill material, remove the concrete cover, and resurface the area with similar material as the remainder of the Access Area.

- 9. Maintenance:** The Licensed Area shall be maintained in a condition satisfactory to the Department, including, but not limited to, removal of any trash or rubbish generated by the activities of the Licensee within the licensed area. Licensee shall remove any and all equipment and personal property, which may have been placed upon the premises promptly upon completion of any activities or/and termination of the license, and shall clean and restore the site to the satisfaction of the Department.
- 10. Non-Exclusivity:** This license shall not be exclusive except with respect to the physical area directly occupied by Licensee's installed structures, as depicted on Attachment B hereto. The Department reserves the right to use, or allow others to use, any other part of the Korean War Veterans Access Area provided such use does not unreasonably interfere with the privileges hereby authorized to Licensee, including but not limited to closure of the Access Area during construction or maintenance of Licensee's facilities
- 11. Liability:** The Licensee will act in an independent capacity and not as officers or employees of the State.

The Licensee shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Licensee or of any agent of the Licensee. The State shall notify the Licensee in the event of any such claims or suit, and the Licensee shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

After a final judgment or settlement the Licensee may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Licensee shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the licensee.

The Licensee shall indemnify the State and its officers and employees in the event the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the licensee.

Before commencing work under this License, the Licensee must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Licensee to maintain, or to have its contractor(s) maintain, current certificates of insurance on file with the state through the term of the License.

Workers' Compensation: With respect to all operations performed, Licensee or its contractor(s) shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Minimum employers' liability limits are to be \$100,000/\$100,000/\$500,000.

General Liability and Property Damage: With respect to all operations performed under the License, Licensee shall carry general liability insurance having all major divisions of coverage including, but not limited to:

- Premises-Operations
- Products and Completed Operations
- Personal Injury Liability
- Contractual Liability

The policy shall be an occurrence form and limits shall not be less than:

\$1,000,000	Per Occurrence
\$1,000,000	General Aggregate
\$1,000,000	Product/Completed Operations Aggregate
\$ 50,000	Fire/Legal/Liability

Licensee shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this License.

Claims-Made Policy holders shall submit the current policy's retroactive term date, additional insured status, and policy terms to the State of Vermont. On an **annual basis** Licensee shall certify this policy is still in effect. Licensee shall notify the State of Vermont **immediately** if this policy is cancelled and/or replaced with an occurrence form. If the Claims-Made policy is cancelled, licensee is required to purchase an Extended Reporting Period for a minimum period of three years. The terms of the Extended Reporting Period are to be provided promptly to the State of Vermont.

Automobile Liability: Licensee or its contractor(s) shall carry automobile liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the License. Limits of coverage shall not be less than \$1,000,000 combined single limit.

Evidence of compliance with these minimums, shown by completion of a certificate of insurance showing policies and carriers reasonably acceptable to the State, must be received prior to the License effective date. The State requires a thirty-day prior notice of any cancellation or revision to the described policies.

No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Licensee for the Licensee's operations. These are solely minimums that have been established to protect the interest of the State.

12. **Assignment:** Licensee may assign this license provided it provides 60 days advance notice to the Department.
13. **Permits, Rules, and Regulations:** The Licensee shall obtain and maintain, at their own expense, all permits or licenses for the licensed activity and the Licensee shall not violate the terms or conditions of any of those permits or licenses. The Licensee shall obey all municipal, state, and federal laws while undertaking the licensed activity.
14. **Suitability of Premises:** Acceptance of this license by Licensee shall be *prima facie* evidence that Licensee accepts the suitability of the premises for their purposes, and the use thereof by Licensee shall attest such suitability.
15. **Buildings and Structures:** No buildings or structures (other than electrical transmission structures) shall be erected upon the licensed premises, other than those specifically authorized by written approval of the Department.
16. **Pesticides:** Licensee shall be permitted to use herbicides, pesticides, or growth inhibitors. However, any and all chemicals proposed for use and their treatment locations shall be applied in accordance with the Licensee's Agency of Agriculture Herbicide Use Permit.
17. **Vegetation:** No trees or other vegetation severed by Licensee shall be removed from the property without prior written approval from the Department.
18. **Taxes:** Certification under 32 V.S.A. § 3113 - The Licensee hereby certifies, under the pains and penalties of perjury, that Licensee is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont as of the date the Licensee signs this contract, and to affirm, in accordance with 15 V.S.A. § 795 (where applicable) that all obligations in regard to child support are in good standing or that there is compliance with a payment plan approved by the Vermont Office of Child Support Services.
19. **Termination:** The Department reserves the right to cancel this license if the Licensee materially breaches this license, and fails to cure any such breach within a reasonable period of time after being provided written notice by the Department. The Department shall notify the licensee in writing of any such material breach at least 90 days prior to any proposed termination. In the event the license is terminated, the Licensee shall have a commercially reasonable period of time, not to exceed three years, to obtain the regulatory approvals and to conduct the construction activities that are necessary to relocate the NECPL equipment from the Licensed Area to an alternative location.
20. **Previous Agreements:** This writing supersedes and takes precedence over all other agreements written or oral, regarding the subject matter of this license and it is intended by the parties hereto as the final, complete, and exclusive expression of their agreement.
21. **License Only:** Pursuant to 10 V.S.A. §4147, the Vermont Department of Fish and Wildlife may not lease lands under the jurisdiction of the Department or the Secretary of the Agency of Natural Resources without the prior approval of the Governor of the State of Vermont. No such approval has been obtained as of the date hereof. Therefore, it is understood by Champlain VT, LLC, Licensee, and the Department, Licensor, that notwithstanding the terms and conditions set forth herein, this instrument shall be construed as a license only, and subject to termination pursuant to Section 19. Licensee accepts this instrument subject to this provision and all expenditures, improvements to the licensed area, actions or steps taken by Licensee in reliance on or expectation of the continuity of occupancy shall be entirely at its own risk and shall not give rise to any rights, remedies or relief other than those specified herein.

IN PRESENCE OF:

Mary Diego

Witnesses

STATE OF VERMONT
FISH AND WILDLIFE DEPARTMENT

[Signature]

Louis Porter, Commissioner

STATE OF VERMONT
WASHINGTON COUNTY

At Montpelier, in said county, this 17 day of March A.D., 2015 personally appeared Louis Porter, Commissioner of the Fish and Wildlife Department, and acknowledged the foregoing instrument by him subscribed to be his free act and deed and the free act and deed of the State of Vermont.

Before me, [Signature]
Notary Public
Commission Expires 2/10/19

IN PRESENCE OF:

Erin O'Brien Edmonds
Erin O'Brien Edmonds

Witnesses

LICENSEE
CHAMPLAIN VT, LLC
[Signature]
Donald Jessome

PROVINCE
STATE OF NOVA SCOTIA
HALIFAX COUNTY

At Halifax, in said county, this 10th day of March A.D. 2015 personally appeared Donald Jessome and acknowledged the foregoing instrument by him to be his free act and deed and the free act and deed of Champlain V, LLC.

Before me, [Signature]
Notary Public
Commission Expires N/A



ERIN O'BRIEN EDMONDS, Q.C.
A Notary Public in and for the
Province of Nova Scotia