

TOWN OF

Old Orchard Beach

THE FINEST, CLEANEST BEACH IN THE WORLD



January 12, 2016

Randy McMullin
Department of Environmental Protection
Solid Waste Facilities Licensing and Enforcement
312 Canco Road
Portland, Maine 04103

Dear Mr. McMullin:

Attached to this letter is the application by the Town of Old Orchard Beach for a solid waste permit for a seasonal transfer station facility located at municipal property on Milliken Street near the downtown area. The purpose is to provide a building to function from May to October as a temporary holding area for bagged trash collected from municipal waste receptacles located in the downtown beachfront area of Old Orchard Beach.

As the application demonstrates Old Orchard Beach presents a unique situation where large numbers of people are crowded into a compact urban location for extended periods each day, making traditional methods of trash pickup unsafe and unacceptable. The tens of thousands of daily visitors crowding the beachfront and town square pose a particular challenge for safe, timely and environmentally sensitive trash collection. Years of experience by the Town with other methodologies have demonstrated that a low-impact, common sense methodology is the best alternative for the Town, its visitors, businesses and the environment.

The Town has been working with your office since last spring in order to identify a suitable location for the temporary holding of trash collected from municipal waste receptacles in the downtown and beachfront area during the summer season. I appreciate your attention to this application and the Town's need.

Sincerely,

A handwritten signature in black ink, appearing to read 'L. Mead', written over the word 'Sincerely,'.

Larry S. Mead
Town Manager

**TOWN OF OLD ORCHARD BEACH
APPLICATION TO DEP FOR
SEASONAL TRANSFER STATION FACILITY**

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DEPARTMENT OF ENVIRONMENTAL PROTECTION
Solid Waste Program, Attn: Geraldine Travers
 17 State House Station
 Augusta, Maine 04333-0017
 Telephone: (207) 287-2651

<u>FOR DEP USE ONLY</u>			
ATS ID: _____	Seq: _____	DEP ID: _____	Received by DEP: _____
Bureau: <u>S</u>	Type of Application: <u>WH</u>	Activity: <u>N</u>	Fees Paid: _____
Project Analyst: _____			Check No.: _____

APPLICATION FOR A SOLID WASTE TRANSFER STATION OR STORAGE SITE

This form shall be used to request approval for the establishment of a new solid waste transfer station or storage site, pursuant to 38 MRSA, Section 1301 et seq., and Maine's Solid Waste Management Regulations.

Company and Address Information

Company Name: Town of Old Orchard Beach

Telephone: 207-937-5626

Applicant's Last Name: Mead

First Name: Larry

Contact Person: Larry Mead

Telephone: 207-937-5626

Applicant Name: Town of Old Orchard Beach

Agent/Consultant Name: N/A

Telephone: 207-937-5628

Telephone:

Mailing Address: 1 Portland Avenue

Mailing Address:

Street Address:

Street Address:

Town: Old Orchard Beach **State:** Maine **Zip:** 04064

Town: **State:** **Zip:**

Billing Information

Name: Town of Old Orchard Beach

Mailing Address: 1 Portland Avenue

Street Address:

Town: Old Orchard Beach **State:** Maine **Zip:** 04064

Site/Activity Information

Project Description: Transfer Station - New or Storage site - New (check one)

911 address: **GPS Location:**

Directions:

PLEASE SEE PAGE 2 - SIGNATURE REQUIRED

SIGNATURE OF APPLICANT

By signing this application, the applicant certifies that he or she has: (1) published the public notice form once in a newspaper circulated in the area where the project is located, (2) sent a copy of the public notice form to the owners of property abutting the land upon which the project is located, (3) sent a copy of the public notice form to the chief municipal officer and chair of the municipal planning board of the municipality in which the project is located (4) filed a complete copy of this application in the municipal office of the municipality in which the project is located, (5) reviewed the instructions contained in this application form, and (6) reviewed the appropriate state laws that relate to the proposed project.

I certify under penalty of law that I have personally examined the information submitted in this document and all attachments thereto and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe the information is true, accurate, and complete. I, the property owner or lessee, authorize the Department to enter the property that is the subject of this application, at reasonable hours, including buildings, structures or conveyances on the property, to determine the accuracy of any information provided herein. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

DATE: 10/12/2016

NAME: 
(Applicant)
TITLE: Town Manager Old Orchard Beach
(If other than applicant, attach letter of agent authorization.)

PLEASE CALL GERALDINE TRAVERS AT 287-7865 TO DETERMINE THE FEE FOR A TRANSFER STATION OR STORAGE SITE APPLICATION.

APPLICATION NARRATIVE

1. Description

The Town of Old Orchard Beach is seeking approval for a solid waste facility to serve, seasonally from May to October, as a temporary holding area for bagged trash collected from municipal waste receptacles located in the downtown beachfront area of Old Orchard Beach.

The facility, located on Milliken Street adjacent to a municipal parking lot, may technically be classified as a transfer station under DEP regulations, but in operation its scope of work is extremely limited and any storage of trash is transitory. The facility will be used to transfer trash bags collected multiple times daily from municipal waste receptacles located on downtown sidewalks and at municipal beach entrances to a single stake-body truck (see Attachment J-1, J-2) that is parked at the facility for the purpose of receiving trash bags. The truck is subsequently driven up to four times daily for unloading to the BBI solid waste facility located in Old Orchard Beach. The proposed facility meets a unique need for trash handling in downtown Old Orchard Beach.

The waste handled will be limited to bagged trash collected from municipally owned barrels and bagged returnable bottles and cans collected from municipally owned barrels. The service area is limited to the central downtown and beachfront area of Old Orchard Beach. There will be no use of the facility by the public or any commercial or private entities.

Background and Need

Old Orchard Beach is a resort beach community. The summer resort business is the Town's economic engine and lifeblood. Each summer from May through September it undergoes a tremendous influx of visitors that swells both the daytime and nighttime population. Thousands of people pack the world famous beach during the day. Day and night thousands flock to the downtown center to eat, shop, visit the Palace Playland amusement park, go to the Pier, and gather in the town square to listen to music and people watch. There is no admission fee to Palace Playland or the Pier so people move back and forth among the amusement park, the Pier, the Square, Old Orchard Street, and East and West Grand Avenues. Throngs of visitors make it difficult for motorized vehicles to navigate the busy intersection and Square as people flow from one side of downtown streets to the other.

This large number of visitors is unique in Maine! In many respects the Downtown area resembles a theme park anchored by the Square, the Beach, the Pier and Palace Playland. As with theme parks there is a tremendous volume of trash generated each day. In order to keep summer visitors returning to OOB the Town works very

hard to keep the beach and downtown area clean and attractive. There is a lot of competition in the northeast for tourism and resort business. For this reason it is critical that the Town maintain high standards of cleanliness and presentation in order to remain competitive. Staying on top of trash removal, and doing it safely and seamlessly, is a major part of this effort.

Method Used to Collect Downtown Trash

In the central downtown and adjacent beach area the Town maintains 100 barrels for use as waste receptacles. During busy mid-summer days about 1/3 can be emptied up to 8 times daily, another 1/3 emptied 3-4 times daily and the remainder emptied 2-3 times daily. On busy beach days that amounts to about 500 bags of trash per day to be collected and removed from the area.

For many years, because of the densely packed crowds, the volume of trash, and the need for frequent emptying of trash barrels, collection of trash bags in the downtown area has relied on rolling bins (wheeled hand carts) pushed by workers to collect bags from barrels. Having workers walk through the crowded sidewalks and streets is far safer, more efficient, less obtrusive, and environmentally "greener" than using motorized vehicles. However the proposed transfer station at Milliken Street is approximately ½ mile from the central downtown area. Given this distance the hand carts may be supplemented or replaced by small "Gator" type utility vehicles or small pick-up trucks.

The Town has tried other methods to collect and remove trash downtown over the years, including using larger capacity trucks that could haul directly to a transfer station. However these methods did not work well because heavy pedestrian traffic did not permit safe, prompt servicing of trash barrels, resulting in stacking of trash bags next to barrels for hours at a time. While using "pushcarts" to collect trash has proved safer and less intrusive to the public, it has been difficult to locate an area in the downtown that can facilitate the acceptance of trash from the "pushcarts".

Past experience has demonstrated that the use of larger vehicles to collect trash in the congested downtown tourist area is not safe, not effective, and not "visitor" friendly. The use of pushcarts or Gator vehicles addresses the shortcomings of larger vehicles, but securing a location within the downtown to temporarily store collected trash bags has been difficult to do. For this reason the proposed location at Milliken Street is the best alternative that is proximate to the downtown. It will allow the Town to continue safe, low-impact, and visitor-friendly collection practices of downtown trash barrels, with as little inconvenience as possible to businesses, visitors, residents and the general public.

The Town employs a contractor to provide this service and act as Operator of the facility. The Town will issue an RFP in early 2016 to solicit proposals from vendors to provide the trash collection service. The Contractor also manages trash removal along the beach areas outside of the central downtown. However the bags collected

in these refuse barrels is collected separately in a tightly tarped stake body truck and delivered directly to the BBI solid waste facility.

2. Schedule

Proposed date of start of construction: March 25, 2016

Proposed date of start of operation: May 28, 2016

Anticipated dates of use: Operates seasonally from early May to mid-October, although the Milliken Street operations are only marginally utilized in May and after Labor Day weekend.

3. Topographic Map: See Attachment A

4. Title, Right or Interest

Recorded deed included as **Attachment E**

5. Abutters: See attached map and list Attachment B

6. Notice of Intent to File: Included as Attachment H

7. Financial Ability

The Town of Old Orchard Beach has the financial capacity to develop the facility. Operating costs for the contracted Operator, and ongoing routine maintenance and upkeep are funded through the Town of Old Orchard Beach operating budget. In FY16 the Town budgeted \$145,000 for the removal of waste and related cleaning and maintenance in the Downtown area.

8. Technical Ability

The Facility is a 20 x 40' enclosed structure. The Town is utilizing Wright-Pierce Engineering to assist with the design and construction of the facility. Its function as very short term storage of trash bags from the Downtown area with no mechanized equipment or related processing activities results in a facility with minimal design requirements.

The Town of Old Orchard Beach is the owner of the Facility. The Town has managed waste and maintenance operations in the downtown area for many years. Responsibility for daily operations and maintenance of the Facility is with the contracted Operator under supervision and oversight of the Town of Old Orchard Beach.

The Town will issue a Request for Proposals in January to select an operator for the facility with the intention of awarding a contract for service by March 29, 2016.

9. Disclosure Statement

The applicant is the Town of Old Orchard Beach. It is governed by a five member elected Council, whose members are the Municipal Officers. The Town Council appoints a Town Manager to serve as chief administrative officer. The Town Manager is responsible for managerial oversight of the facility.

Municipal Officers:

Kenneth Blow
Shawn O'Neil; Chair
Michael Tousignant
Jay Kelley
Joseph Thornton

Town Manager: Larry S. Mead

The Town has not been cited for violations by the Department of Environmental Protection for the previous five years.

10. Other Authorizations

The Town will require a building permit prior to commencement of construction. The Town will require review by the Design Review Committee, administrative approval from the Planning Director, and approval of a design certificate from the Planning Board.

11. Waste Handling Area Setbacks

There are no abutting properties within 250 feet of the proposed waste handling area.

12. Siting and Design Information

- a. See Attachment C for the location of the proposed facility on the property.
- b. The Town's consulting engineer, Wright Pierce Inc., has reviewed subsurface investigative data compiled on the facility property in 2006 and has determined that the facility design is compatible with the site's soil characteristics.

13. Traffic Movement

The Town has through the years continuously managed trash handling in the downtown and beach area. The proposed location will accommodate a similar volume of vehicular traffic as has occurred in recent years. Hauling is accomplished

by hand-carts, small “Gator” type utility vehicles, or small pick-up trucks. The receiving vehicle at the handling facility is a larger truck with a stake body bed for holding trash bags.

The facility will be accessed using travel lanes shared with the adjacent municipal parking lot. Travel speed will be less than 5 MPH in the parking lot. There is no public use of the transfer facility. Only municipal or contracted vehicles will use the facility.

Bagged municipal trash will be transported to the facility by non-motorized rolling bins, small “Gator-type” utility vehicles, or pick-up trucks. The trash will be transported from the facility approximately four times daily using a stake-body one-ton vehicle. Traffic flow will be directed through the facility with separate entry and exit gates to minimize any backing up by vehicles.

14. Effect on Existing Uses and Scenic Character

The primary use of the Town’s property at Milliken Street is as a public parking lot during the summer season. It is used primarily by people visiting the beach. There is a public restroom facility on site that is operated during the summer season. The facility structure will be designed to be compatible with the public restroom facility. The facility will be screened with arbor vitae plantings along the Milliken Street frontage.

The facility will have minimal noise generation since there is no automated equipment or compactors and vehicles using the facility will not seldom be operated in reverse, mitigating any noise from audible warning signals.

15. Air Quality

The facility does not generate fugitive dust or odors. The trash collection truck will be enclosed on four sides and will be tightly tarped for transport to the BBI waste handling facility.

16. Other Natural Resources

There are three residential structures that are less than 500 feet from the waste handling area. The Town will seek a variance from this setback.

There are no public streets within 100 feet of the waste handling area.

There are no abutting property boundaries within 250 feet of the waste handling area.

The waste handling area is not located within 100 feet of a protected natural resource.

17. Adequate Provisions for Utilities

The proposed facility is serviced by public water and sewer.

18. Flooding

The proposed facility will be located outside of the FEMA 100 year floodplain and will not result in an increase in storm water runoff. Attachment L is a review of the storm water implications prepared by Stephanie Hubbard, PE with Wright Pierce Engineering.

19. Operations Manual

Attached.

20. Provisions for Solid Waste Removal

Old Orchard Beach contracts with Pine Tree Waste Inc. and Casella Waste Inc. for the disposal of municipal solid waste and Casella operates a transfer station in Old Orchard Beach, operating as BBI Waste Industries. The bagged trash at the Milliken Street facility is transferred to BBI on a daily basis.

21. Variances

Request for variance from 500 foot distance between waste handling area and residential structures. See attachment.

OLD ORCHARD BEACH SEASONAL TRASH HANDLING FACILITY APPLICATION REQUEST FOR VARIANCES

The following variances from Maine Solid Waste Rules, Chapter 402.2.a. (1) (b); Setbacks; are requested:

(i) the waste handling area must not lie closer than 500 feet to the nearest residence at the time the application is filed.

The Town understands the intent of the rules related to set back from residential uses is to minimize annoyance or nuisance conditions to residents or any others in proximity to a facility handling municipal solid waste.

There are three residential structures located within 500 feet; one at 351 feet, one at 390 feet, and one at 440 feet.

The Facility will not create a nuisance or constitute a hazard to the health or welfare of anyone residing or staying at locations within 500 feet. The facility's function is to temporarily store bagged waste from nearby downtown municipal trash barrels collected in either wheeled hand-carts or small utility trucks which are transferred by hand to a stake body truck parked inside of a 20 x 40 handling facility. There are no mechanized operations to cause noise. No offensive odors are generated from the facility because all trash handled is bagged and originated within 24 hours of handling and there is no trash left overnight at the facility. The truck is enclosed on four sides and will be tightly tarped as the waste is hauled to the BBI waste facility in Old Orchard Beach 3-4 times daily. All waste will be contained in trash bags and the waste will never hit the road surface. Clean up of the site using dry clean up methods will happen as needed during the work day hours of 11am to 2am.

Any complaints concerning the facility will be directed to the Director of Public Works and will be dealt with promptly to avoid any nuisance condition for neighbors. The Operations Manager of the contractor will maintain a log of any complaints and how they are dealt with, and will report the complaints to the Town's Director of Public Works as needed on a daily basis.

The Facility is located adjacent to a municipal parking lot that is used primarily by visitors to the nearby beach. On good beach days during the summer the parking lot is heavily used throughout the daylight hours. There is also a public restroom at the parking lot that is well used by beach goers. The character of the downtown and beach area has been in place for over 100 years. Those who reside or stay in proximity have chosen to do so either because of the busy resort environment or in spite of it.

TOWN OF OLD ORCHARD BEACH

**MILLIKEN STREET DOWNTOWN TRASH
HANDLING STATION**

OPERATION AND MAINTENANCE

MANUAL

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PART 1 - GENERAL

1) INTRODUCTION

a) Scope of Manual

This operation and maintenance manual (Manual) is intended to serve as a guide to supervisors and operators for the proper operation and maintenance for the Old Orchard Beach Downtown Trash Handling Station (the Facility). It is not the intent of this manual to provide detailed specifications for construction or equipment maintenance. Any person assigned to operations or supervision must be familiar with the contents of this manual and be aware of their roles in operating a safe and well-run Facility in accordance with Title 38, MRSA § 1304 and Maine Department of Environmental Protection (DEP) Solid Waste Management Regulations Chapters 400, 402, 405 and 418 as applicable.

b) Summary of the Solid Waste Management Facility

The Facility serves the Town of Old Orchard Beach. The Facility is located on Town property at the corner of Milliken Street and Walnut Street. Its function is to serve, seasonally from May to October, as a temporary holding area for bagged trash collected from municipal waste receptacles located in the downtown beachfront area of Old Orchard Beach.

2) RESPONSIBILITIES

a) General Information

The Facility is owned by the Town of Old Orchard Beach and operated by and under the supervision of a private contractor, (Operator). The Operator has the responsibility to ensure that the Facility is properly maintained and operated. As of the writing of this manual the Operator for 2016 had not yet been selected or contracted with.

The Operator and its authorized personnel are responsible for the operation of the Facility in accordance with the guidelines set forth within this Manual, established local rules or ordinances, and according to good judgment. Employees' responsibilities are to read and understand this operations and maintenance manual themselves and to inform their superiors of any required maintenance or safety modification required.

Current key contact details include:

- i) Old Orchard Beach Public Works: 207-934-2250
 - (1) Marc Guimont, Director
 - (2) Melissa Hutchins, Office Administrator
- ii) Town Manager, Larry Mead: 207-937-5628

b) Operator (and/or any other employee) Responsibilities

- Inspect and oversee handling and unloading of bagged trash, ensuring that only acceptable wastes are placed in the proper containers or temporary holding vehicles
- Supervise and train employees in all areas required
- Manage short term breakdowns/crises

- Ensure that all required safety features have been installed, are maintained, and all personnel are fully instructed in the hazards and safety procedures of their work.
- Maintain cleanliness of the Facility and surroundings including provision of vector and litter control
- Oversee temporary storage operations and ensure that all applicable laws and regulations are met
- Ensure that maintenance of equipment is performed according to schedule
- Maintain necessary records, diaries, and time sheets
- Update and inform The Town of Old Orchard Beach on a timely basis as to the status of operations, problems encountered, complaints received and any hazards or irregularities noticed
- Perform all other duties related to Facility operation and maintenance as assigned by the Town of Old Orchard Beach.

PART II - THE FACILITY

1) SITE DESCRIPTION

a) Site Layout

The Facility is located at the corner of Milliken Street and Walnut Street. The site is municipally owned and also provides for a seasonal public rest room and parking lot primarily used by beach visitors during the summer weeks. There is also a municipal wastewater pump station on the property. The proposed facility is located just beyond the municipal parking lot. Refer to the site drawing at Attachment C.

b) Access Road and Traffic Pattern

The facility is accessed from Milliken Street utilizing the entrance to the parking lot. The facility is not open to the public. Access is permitted only to municipal or Operator vehicles. Access to the facility is by way of overhead doors on each end of the building.

2) FACILITY DESCRIPTION

a) General

The purpose of the Facility is to serve, seasonally from May to October as a temporary holding area for bagged trash collected from municipal waste receptacles located in the downtown and beachfront area of Old Orchard Beach. The facility consists of a 20 x 40' structure with overhead doors at two ends to allow for drive through traffic and serve to secure the facility when not in use or attended.

The Facility operates on a very small scale as a transfer station. The facility is used to transfer trash bags collected from municipal waste receptacles in the downtown/beachfront area to a stake-body truck located within the structure. Trash bags are handled exclusively by employees of the Operator. Several times daily the truck delivers the load of bagged trash to BBI, a licensed solid waste handling facility located in Old Orchard Beach.

b) Storage Areas/Containers

Temporary storage of bagged trash occurs using a stake body truck that is emptied several times daily at the licensed BBI solid waste facility in Old Orchard Beach.

c) Equipment

Equipment is limited to wheeled collection bins, small "Gator-type" utility vehicles, and small pick-up trucks that bring bagged trash to the facility and stake body trucks used at the facility for temporary storage and for delivery of bagged trash to BBI.

d) Utilities

Utility needs are minimal since the Facility is limited to temporary storage of bagged trash. The facility utilizes public water and sewer. Fire protection is provided by the Old Orchard Beach Fire Department. A Fire extinguisher is located at the facility and on the stake body trucks.

3) FACILITY OPERATION

The Facility shall be used by the Operator for the temporary storage of bagged trash collected by the Operator from municipal trash barrels located in the downtown and related beach front area of Old Orchard Beach.

a) Hours of Operation

The Facility will be open seasonally from May to mid-October. The active use of the Facility is between the hours noted below. These hours reflect operation during the busiest weeks of the operational season, generally July and August. Because the volume of waste is dependent on the number of visitors to Downtown Old Orchard Beach operating hours would be reduced after Labor Day and depending on demand and weather.

Day	Hours
Monday	11 am-2am
Tuesday	11 am-2am
Wednesday	11 am-2am
Thursday	11 am-2am

Friday	11am-2am
Saturday	11am-2am
Sunday	11am-2am

The hours are not posted because use of the facility is limited to the Operator.

b) Acceptable Material

The Facility accepts only trash generated at municipal waste barrels located on street or at beach entrances in the defined service area (See map of service area at Appendix D) The Facility does not accept any hazardous or special wastes as defined in Title 38, MRSA § section 1301.

- i) Municipal Solid Wastes (MSW) – solid wastes emanating from municipal waste barrels located on street or at beach entrances in the defined service area.

c) Question of Acceptability

The Operator and the employees are responsible for monitoring the incoming materials.

d) Operational Records

All bagged trash is delivered to the BBI/Casella transfer station. The tonnage of bagged trash collected is included in the Town’s annual solid waste reports.

e) Odor, Noise, Litter and Dust Control

The Facility shall provide for suitable measures to control odors, noise, litter and dust control.

Because only bagged trash is brought to the Facility litter issues are minimized. To minimize and control litter at the Facility, all bagged trash is loaded directly into the stake body truck used to transport to BBI. The grounds are inspected and cleaned daily. Odors are minimized because the bagged trash is collected from barrels several times daily and is stored at the Facility for no more than a few hours. Wheeled collection bins and other delivery vehicles are cleaned and sanitized multiple times daily.

f) Haul Schedule

The waste delivery schedule to BBI is done on a daily basis at approximately 3:30 pm, 8:00 pm, 11:00 pm and 2:00 am. The last delivery of the day may occur earlier than 2:00 am depending on the volume of visitors in the downtown area.

g) Health, Safety and Fire Protection

The Operator is responsible for maintaining the site in a safe condition for its employee use. First aid supplies are maintained on the truck for minor injuries. Major injuries may require ambulance and other emergency services and they shall be contacted accordingly:

Police, Fire, Emergency Medical: 911
 DEP Emergency Response (24 hours) 800-452-4664

Trash handled by Operator employees is limited to trash deposited in municipal waste receptacles lined with plastic bags. For this reason the only hazardous wastes that would enter the Facility would be small quantities of household hazardous waste mixed with general MSW.

Employees will receive training from the Operator to bring only bagged trash from municipal receptacles to the Facility.

A fire extinguisher is located in the facility and on the trucks.

h) Security

The facility is secured by two overhead doors at either end of the building. The doors must be closed and locked whenever there is no authorized staff present in the building. It is the responsibility of each staff person to adhere to this protocol.

4) FACILITY MAINTENANCE

a) Facility

Routine maintenance of the Facility is the responsibility of the Operator and includes keeping the grounds cleaned and free of debris or hazards.

b) Equipment

Equipment used for operations is minimal. Regular service and maintenance of wheeled collection bins and transport trucks is the responsibility of the Operator.

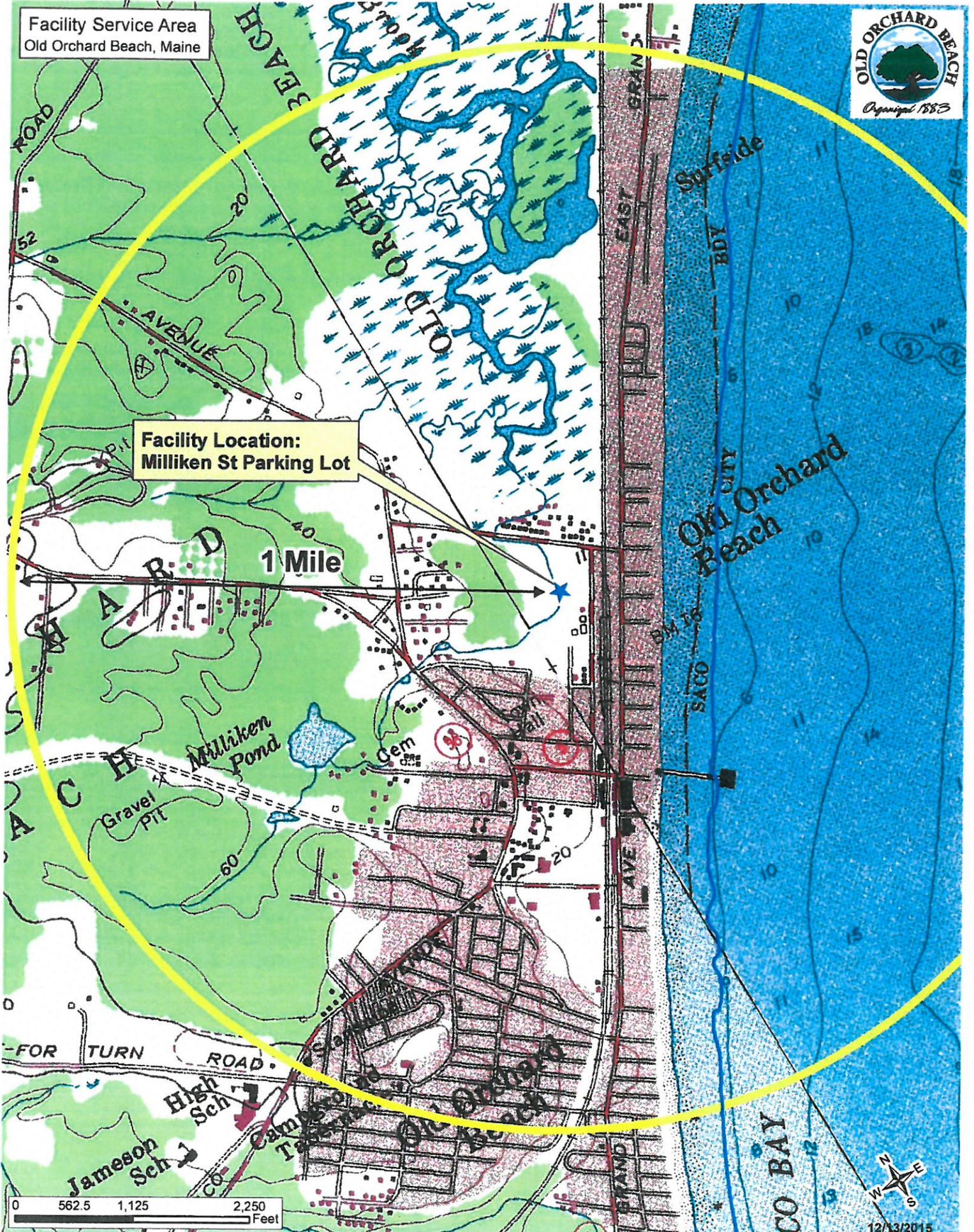
5) CONTRACTS

The Facility is managed by the Operator under contract to the Town of Old Orchard Beach. The contract is attached at Appendix F.

The Town of Old Orchard Beach has a contract with Pine Tree Waste Systems, Inc and Casella Waste Systems Inc. for receiving all municipal solid waste. That contract is attached at Appendix G.

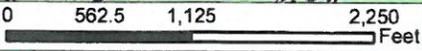
Attachments

Facility Service Area
Old Orchard Beach, Maine



Facility Location:
Milliken St Parking Lot

1 Mile



12/13/2015

Proposed Transfer Station
Milliken St
Old Orchard Beach



Kathleen L. & Jo Ellen Williamson
18 Miles Ave
MBL 205-17-13

Salvatore and Concetta Costa
19 Miles Ave
MBL 205-18-16

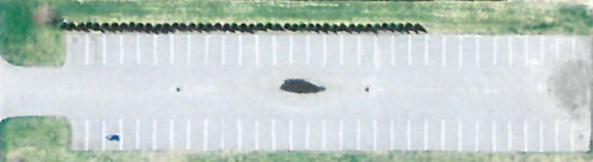
Miles Ave

Town of Old Orchard Beach
77 Milliken St
MBL 203-3-1

Proposed Transfer Station Location



Tidewater Loft Condo Assoc
47 Milliken St
MBL 205-19-18



Savely & Vera Kuperman, Trustees
16 Walnut St
MBL 104-3-1

Davenport Condo Assoc
26 Walnut St
MBL 105-3-5

WALNUT ST

MILLIKEN ST

0 55 110 220 Feet

12/7/2015

Korobkin, Harvey M. & Shirley
Windward Saffil Motel
76 Milliken St
MBL 205-5-6

Attachment B

LIST OF ABUTTERS

205-17-13 – 18 Miles Avenue

Owner: Kathleen & Jo Ellen Williamson
18 Miles Avenue
Old Orchard Beach, Maine 04064

205-18-16 – 19 Miles Avenue

Owner: Salvatore and Concetta Costa
19 Miles Avenue
Old Orchard Beach, Maine 04064
Mailing Address- 14 Athens Drive, Brockton, MA 02301

205-19-18 (0-32) – 47 Milliken Street (32 units)

Owners: Tidewater Loft Condo Association
47 Milliken Street
Old Orchard Beach, Maine 04064
Alan Baran
Dirigo Management
One City Center – 4th Floor
Portland, Maine 04101

205-5-6 – 76 Milliken Street

Owners: Harvey M. & Shirley Korobkin
Windward Sail Motel
76 Milliken Street
Post Office Box 264
Old Orchard Beach, Maine 04064

104-3-1 – 16 Walnut Street

Owners: Savely & Vera Kuperman, Trustees
16 Walnut Street
Old Orchard Beach, Maine 04064
Mailing Address – 305 Deering Avenue, Portland, Maine 04106

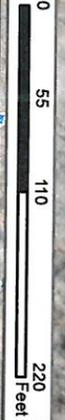
105-3-5 (0-8C) 26 Walnut Street (29 units)

Owners: Davenport Condo Association
26 Walnut Street
Old Orchard Beach, Maine 04064
Paula Beyer
Dirigo Management
One City Center – 4th Floor
Portland, Maine 04101

Proposed Transfer Station
 Milliken St
 Old Orchard Beach



- Hydrants
- PowerPoles
- Catchbasin
- Drain Manhole
- Culvert Outlet
- Air Release Manhole
- Wastewater Manhole
- Pump Station
- Stormwater
- Force Main
- Waste Water



12/7/2015

Windward Sail Motel

MBL 104-3-1, Kuperman

MBL 105-3-5, Davenport Condo Assoc

WALNUT ST

MILLIKEN ST

Tidewater/Loft Condo Assoc

MBL 205-47-43, Williamson

MBL 205-18-16, Costa

FEMA-FIRM ZONE A

FEMA-FIRM Zone A

Proposed Transfer Station Location

418 feet to property line
 440 feet to structure

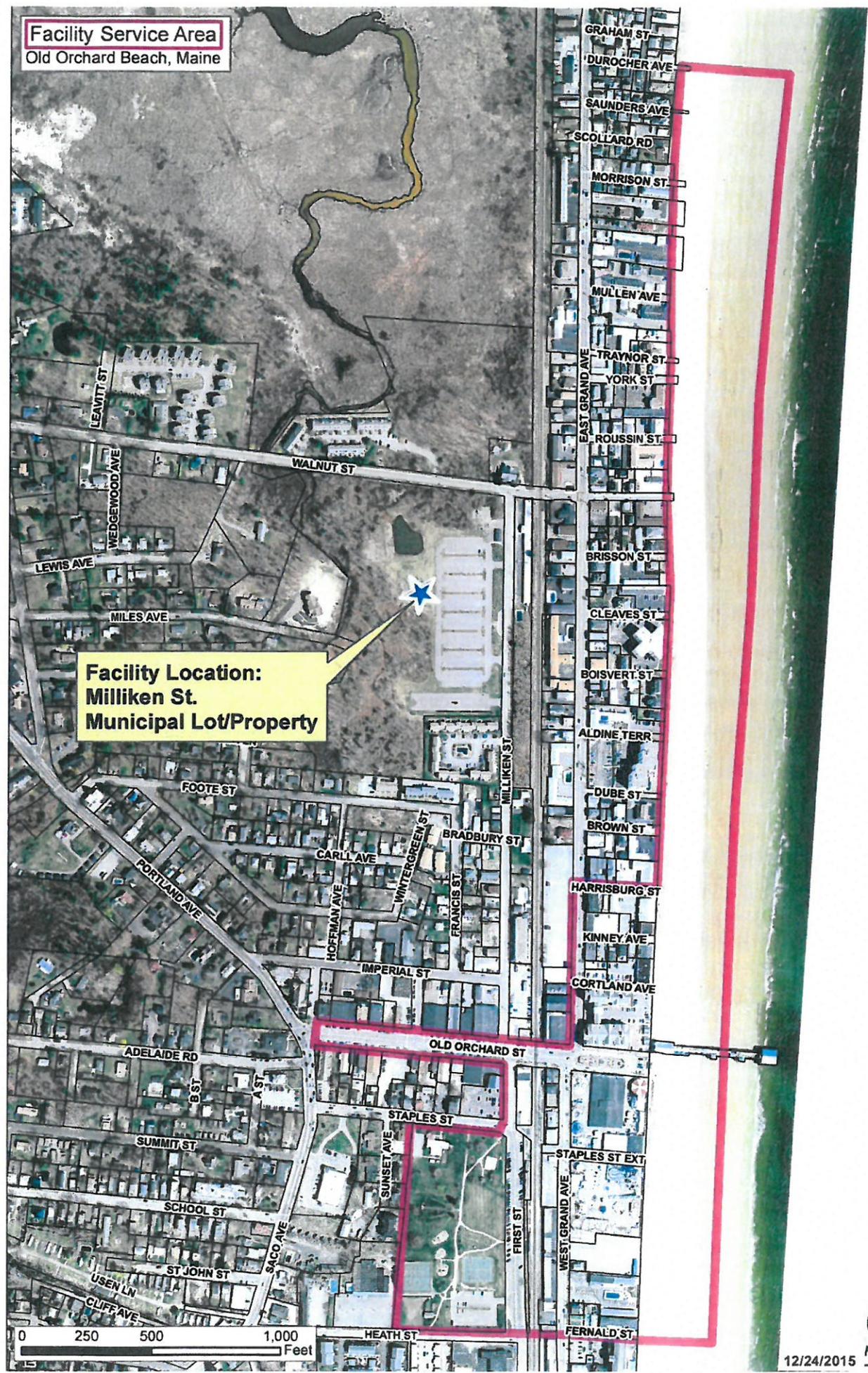
325 feet to property line
 390 feet to structure
 313 feet to property line

351 feet to structure
 318 feet to property line
 545 feet to structure
 540 feet to property line

480 feet to property line

Attachment C

Facility Service Area
Old Orchard Beach, Maine



12/24/2015

GIS
MAPPING & ANALYSIS

Attachment D

ATTACHMENT E

Warranty Deed

William M. Darms

to

Inhabitants of Old Orchard
Beach

*William St.
Parkway lot*

YORK, SS. REGISTRY OF DEEDS
RECEIVED

October 30, 1929

at 8:15 a.m. A. M. of
recorded in Book 805 Page 145
ATTEST:
Grace M. Ridley
REGISTRAR

FROM THE OFFICE OF

PHYLLIS F. DESCHAMBEAULT

Registrar of Deeds For York County

ALFRED, MAINE

Know all Men by these Presents, That

I, William M. Davis of Old Orchard Beach in the County of York and State of Maine

In consideration of one dollar and other valuable considerations paid by The Inhabitants of the said Town of Old Orchard Beach

the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said Inhabitants of the Town of Old Orchard Beach, its successors and Assigns forever, a certain piece or parcel of land situated in said Old Orchard Beach, bounded and described as follows: Beginning at the Junction of the Southwesterly side line of Walnut Street and the Northwesterly side line of Milliken Street; thence running Southwesterly along said Milliken Street eleven hundred twenty-eight and five-tenths (1128.5) feet to the Ocean House Property; thence Northwesterly partly by said Ocean House Property and partly by land of The Maine Investment Company, Ltd., seven hundred thirty-two and thirty-six hundredths (732.36) feet to land of Heirs of J. C. Jordan; thence turning and running North 44° 15' East by said land of Jordan seventy (70) feet; thence turning and running North 5° 30' East by said land two hundred seventy-three (273) feet to land of Henry Miles; thence turning and running by said Miles land and by land of Owner unknown on fifteen courses as follows: South 58° 30' East two hundred sixty-seven (267) feet; North 70° 45' East one hundred seventy-four and seventy-five hundredths (174.75) feet; North 21° West ninety-five (95) feet; North 78° 50' East thirty-six (36) feet; North 62° 45' East fifty-six (56) feet; North 54° East, one hundred ten (110) feet; North 27° East twenty-three (23) feet; North 3° 45' East ninety-eight (98) feet; North 6° 45' West one hundred fifty-four (154) feet; North 3° East sixty (60) feet; North 68° 30' East one hundred fifty (150) feet; North 22° 30' East sixty-two (62) feet to said Walnut Street; thence turning and running Southeasterly by said Walnut Street seven hundred nineteen and thirteen hundredths (719.13) feet more or less to point of beginning.

Being a part of the premises conveyed to me by the Boston and Maine Railroad by indenture dated October 3, 1923 and recorded in the Registry of Deeds for said York County in Book 723 at page 439; this conveyance being subject to the reservations, covenants and restrictions contained therein, and that for a period of fifteen (15) years no overnight or tourists camps so-called shall be erected or maintained thereon.

On Here and to Hold, the aforementioned and bargained premises, with all the privileges and appurtenances thereof to the said Inhabitants of the Town of Old Orchard, its Successors ~~here~~ and assigns, to it and their use and behoof forever. And I do covenant with the said Grantee, its Successors ~~here~~ and assigns, that I am lawfully seized in fee of the premises, that they are free of all incumbrances;

that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs, shall and will warrant and defend the same to the said Grantee, its Successors ~~here~~ and assigns forever, against the lawful claims and demands of all persons.

In Witness Whereof, I the said William M. Davis and I, Susie M. Davis wife of the said William M. Davis, joining in this deed as Grantor, and relinquishing and conveying my rights by descent and all other rights in the above described premises, ~~have hereunto set~~

our hand and seal this twenty-eighth day of October in the year of our Lord one thousand nine hundred and twenty-nine.

Signed, Sealed and Delivered in presence of

Wesley M. Mewer to W.M.D.

William M. Davis (seal)

Frank D. Bodwell

Susie M. Davis (seal)

State of Maine, County of York ss. October 28 1929
The above named William M. Davis

Personally appeared

and acknowledged the above instrument to be his free act and deed.

Before me, Wesley M. Mewer

Justice of the Peace.

Recorded according to the original received October 30, 1929, at Sh. A. M.

ATTEST: Phyllis F. Deschambeault
REGISTER

To William H. O'Brien, a Constable of the Town of Old Orchard Beach, in the County of York:

Greeting: -

I in the name of the State of Maine, you are hereby required to notify and warn the inhabitants, of the Town of Old Orchard Beach, qualified to vote in town affairs, to assemble at the Town Hall, in said Town on Saturday the 26th day of October, 1929, A. D. at 7.30, P.M. then and there to act upon the following articles, to wit:

1st To choose a Moderator to preside at said meeting.

2nd To see if the Town will vote to authorize the Selectmen to purchase of William M. Davis, a tract of land, containing about 20 acres more or less adjoining Milliken St., and Walnut St., for the sum of \$5000., said land when purchased to be used for a Park or Playground, for parking cars, for aviation, or for any purpose of public use, by said Town, and if so voted how said money shall be raised.

3rd

To Transact any other business that may legally come before said meeting.

Given under our hands, this 19th day of October A. D. 1929.

Fred J. Luce }
Selectmen
Town of

... was read in order by the Clerk who read the Call and the Constable's Return thereon.

Art. 1st - Albert Armstrong was chosen Moderator of the Meeting and was duly sworn by the Clerk.

Art. 2nd Article was read, Motion made to indefinitely postpone was declared lost by the Moderator.

Meeting

Mr Wesley M. Mewer moved that the article be adopted as read - which was duly seconded.

General discussion of the question was entered into by Mr Gerrish - Mr Parsons, Mr Emmons, Mr Davis, Mr Mullen, Dr Jones, Mr Fitzgibbon and others. Dr Jones asked that Mr Haggard be allowed to speak - which was granted. A vote was called for and on motion the Check list was used.

One hundred and seventy four votes were cast - Ninety Yes, and eighty four No. and the motion was declared carried.

On a further motion under article 2 it was voted to authorize the Selectmen to issue a Town Note for the purpose of purchasing said land.

Art 3rd

Voted to adjourn at 9.25 PM.

Attest:

Fred J. Luce

ATTACHMENT F

**Agreement
for
Cleaning and Maintenance Services
for Municipal Restrooms, Downtown and
Beachfront Area**

THIS AGREEMENT is dated as of the ___ day of _____, 2016 between the Town of Old Orchard Beach, Maine hereafter referred to as TOWN, and _____, with a mailing address of _____, Old Orchard Beach, Maine, hereafter referred to as CONTRACTOR. The contract term shall be for a period of two service years in 2016 and 2017. The contract shall expire on October 15, 2017, except that the second year of the Agreement may be cancelled by either party through written notice at least 60 days prior to the first anniversary date of the contract.

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. SCOPE OF WORK

The CONTRACTOR shall provide maintenance and cleaning services for the Municipal Restrooms, Downtown and Beachfront areas (hereinafter Contract Area) in Town as specified. The CONTRACTOR shall also assume all responsibilities in the operation and management of the public restrooms located at the Municipal Comfort Station located on West Grand Avenue; Memorial Park located on First Street; and Milliken Street Parking Lot located on Milliken Street; including the following:

1. Opening and operating the restrooms for public use during the minimum hours and dates specified in 2.1 and 7.1.
2. Maintaining the restrooms in a sanitary and clean condition at all times of operation;
3. Provision in the restrooms of all paper products, cleaning supplies and equipment necessary to maintain the facilities in sanitary and clean condition at all times;
4. Minor maintenance of all on-site restrooms' equipment and the restrooms' infrastructure during the course of the contract period;
5. Disposing of all trash on a regular basis in the storage receptacles on the inside and outside of these restrooms.
6. Emptying a minimum of eight (8) barrels in Downtown Ocean Park when two-thirds (2/3) full.

ARTICLE 2: CONTRACT TIME & HOURS

2.1 The CONTRACTOR shall provide all Services within the Contract Area outlined in the Agreement for the operating hours as follows:

Pre-Season Hours: The Contract shall start the first Saturday in May and extend through the Thursday before Memorial Day, 8:00 a.m. to 8:00 p.m., seven days a week. There will be no attendants required at the restrooms and no charge for the use of the restrooms. The CONTRACTOR shall have no liability for damage caused by others to the restrooms during this period.

Regular Season Hours: The Contract shall revert to the hours stated in 7.1 and the CONTRACTOR may charge a fee for use of restrooms as stated in 7.2. The regular season hours will be seven days a week from the Friday before Memorial Day until Sunday, September 11, 2016 in year one of the Agreement and until Sunday, September 10, 2017 in year two of the Agreement.

Post Season Hours: The Contract shall revert to the 8:00 a.m. to 8:00 p.m. hours, seven days per week until Columbus Day.

2.2 Liquidated Damages: The CONTRACTOR recognizes that failure to complete the contracted services required will result in substantial damage and financial loss to the Town and to the tourist economy supported by the maintenance of the Contract Area. Accordingly, the TOWN and the CONTRACTOR agree that the CONTRACTOR shall pay the TOWN a sum of two-thousand dollars (\$2,000) for every day that the CONTRACTOR fails to complete work specified in Article 1 within the minimum contract time period specified in Article 2.1 and 7.1 herein.

ARTICLE 3: CONTRACTOR'S REPRESENTATIONS

In entering into this Agreement, the CONTRACTOR acknowledges and makes the following representations:

3.1 The CONTRACTOR has carefully examined this Contract and is well acquainted with all of the Town's service requirements and expectations of performance.

3.2 The CONTRACTOR has visited the Contract Area, Comfort Station, Memorial Park and Milliken Street sites and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Scope of Work to be provided under Article 1 and 2 herein.

3.3 The CONTRACTOR is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the Scope of Work.

3.4 The CONTRACTOR assumes all responsibility for providing insurance, Workers Compensation, payment of federal, state, and local taxes and fees for all employees,

subcontractors, and persons or companies in the employ of the CONTRACTOR for the provision of services under this Agreement.

3.5 The CONTRACTOR absolves and holds the TOWN harmless from any litigation arising from actions or omissions committed by the CONTRACTOR in the execution of this Agreement.

ARTICLE 4: RESPONSIBILITIES OF THE TOWN

The TOWN will be solely responsible for providing the following support services in connection with the execution of this Agreement:

4.1 The TOWN will pay for the cost of water and electricity required for the operation of the West Grand Comfort Station, Memorial Park and Milliken Street facilities.

4.2 The TOWN will provide the CONTRACTOR with regular access to the Town's Disposal Choice for deposition of refuse from the Contract Area only. Any leaves, mulch or other landscaping materials are to be dumped in the brush pile at the Transfer Station.

4.3 The TOWN will be responsible for the repair and/or replacement of all major maintenance projects and capital items in the Contract Areas damaged by the general public or deemed necessary by the Public Works Director for upgrades during the terms of this Agreement.

4.4 The TOWN shall insure that the restrooms are turned over to the CONTRACTOR in good working order with all plumbing, fixtures, and associated infrastructure in good repair and function.

4.5 Schedules can be adjusted with the approval of the Public Works Director, Town Manager, or designee(s) such as during extreme weather conditions (i.e., excessive rain, hurricane conditions, etc.)

ARTICLE 5: INSURANCE AND INDEMNITY

5.1 Insurance

Except as otherwise provided by this Agreement, Contractor and its subcontractors shall obtain and maintain, throughout the term of this Agreement, at no expense to TOWN, the following insurance coverage:

a. General and professional liability insurance in the amount of not less than Four Hundred Thousand Dollars (\$400,000) or such other amount as is established by the Maine Tort Claims Act (14 M.R.S.A. §8101 et seq.) as amended from time to time, combined single limit, to protect Contractor, any subcontractor performing Services under this Agreement, and TOWN from claims and damages that may arise from operations under this Agreement, whether such operations be by Contractor, or by any subcontractor or anyone directly or indirectly employed by Contractor.

b. Automobile Liability Insurance in the amount of not less than Four Hundred Thousand Dollars (\$400,000) or such other amount as is established by the Maine Tort Claims Act (14 M.R.S.A.

§8101 et seq.) as amended from time to time, combined single limit, to protect Contractor, any subcontractor performing work covered by this Agreement, and TOWN from claims and damages that may arise from operations under this Agreement, whether such operations be by Contractor, or by anyone or any subcontractor directly or indirectly employed by Contractor.

c. Workers' Compensation Insurance in amounts required by Maine law and Employer's Liability Insurance, as necessary, as required by Maine law. In case any class of employees engaged in hazardous work under this Agreement is not protected under the Workers' Compensation Act, Contractor shall, at its own expense, provide for the protection of its employees not otherwise protected.

d. All such insurance policies shall name TOWN as an additional insured, except that for purposes of workers' compensation and professional liability insurance, Contractor and its subcontractors instead may provide a written waiver of subrogation rights against TOWN. Contractor, prior to commencement of services under this Agreement, and any of its subcontractors, prior to commencement of services under any subcontract, shall deliver to TOWN certificates satisfactory to TOWN evidencing such insurance coverage.

5.2 Indemnification

The CONTRACTOR will indemnify and hold harmless the TOWN, its officers, agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Agreement by the CONTRACTOR, its officials, employees, agents and subcontractors. Nothing herein shall, nor is intended to, waive any defense, immunity or limitation of liability which may be available to the TOWN or their respective officers, agents and employees, under the Maine Tort Claims Act or any other privileges and/or immunities provided by law.

5.3 Damages

The CONTRACTOR will not be held responsible for repair or replacement of any major restroom fixture unless damage or malfunction occurs as a result of vandalism. Examples include urinals, toilets, plumbing, sinks, stalls, stall doors, hand dryer, etc. The CONTRACTOR will be responsible for acts of vandalism within the West Grand Avenue Comfort Station, Memorial Park Restrooms, and the Milliken Street Restrooms while open and during the aforementioned days and operating hours specified in 2.1 and 7.1. The CONTRACTOR will be responsible for any legal action taken by a visitor of the West Grand Avenue Comfort Station, Memorial Park Restrooms, and the Milliken Street Restrooms, for slips, falls, or any other unlawful occurrence resulting from negligence by CONTRACTOR or the absence of a CONTRACTOR employee/attendant when required per Agreement during municipal restroom operating hours.

ARTICLE 6: MISCELLANEOUS PROVISIONS

The TOWN and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives with respect to all covenants, agreements, and obligations contained in this Agreement.

ARTICLE 7: RESTROOMS

7.1 Contractor Responsibilities

In addition to the responsibilities outlined as it relates to the maintenance of the Town's three municipal bathrooms, the CONTRACTOR will be responsible for the employment of bathroom attendants at the West Grand Bathroom to assist in the reduction of vandalism while they are open to the public. CONTRACTOR shall provide a single attendant at the West Grand Bathroom (20 hours a day – 6:00 a.m. through 2:00 a.m.) for the regular season hours period as stipulated in Section 2.1. During the regular season period stipulated in Section 2.1 the Memorial Park restrooms will be opened at 7:00 a.m. and closed at 9:00 p.m., except that on nights with Fireworks displays on the Beach the restrooms will be closed between 10:00 p.m. and 10:30 p.m. in order to meet the needs of those viewing the fireworks.

7.2 Contractor Renumeration

The CONTRACTOR has the right to charge an admission fee up to fifty cents (\$.50) per person for access to the West Grand Bathroom and retains the receipts of the fee. The CONTRACTOR has the right to determine who must pay and who does not. The CONTRACTOR, after agreeing that they received the facilities in proper working order would be responsible for the repair of any and all vandalism related damages that occur to the interior of the facilities during the contract period; not to include normal wear and tear (i.e., hand dryer stops working because it is 20 years old).

A bi-weekly accounting report is required including statistical use of the bathrooms and income from each bathroom.

7.3 Exceptions Made:

Town employees with identification credentials and workers such as Lifeguards, Police, Fire, Public Works, Recreation, including seasonal workers, shall not be charged to use any of the restrooms.

7.4 Expansion of Hours:

The CONTRACTOR may expand the hours of operations at the West Grand Restroom, the Memorial Park Restroom, and the Milliken Street Restroom, at their discretion and upon verbal or written notification to the Town Manager.

7.5 West Grand Avenue Comfort Station:

The Town Comfort Station is located on West Grand Avenue in the heart of the Downtown and provides public restrooms. Minimum levels of service required under the terms of this contract will include the following:

Cleaning the facility thoroughly three times daily and maintaining a sanitary condition at all times, disposal of all trash on a regular basis in the storage receptacles (2-4), providing all hand soap, toilet paper, paper towels, trash bags and other paper and cleaning supplies used on the facility. The quality of all products must be acceptable to the Public Works Director.

7.6 Memorial Park Restrooms:

Memorial Park Restrooms are located within Memorial Park and provides restrooms, park facilities, and municipal parking. Minimum levels of service required under the terms of this contract will include the following:

Cleaning the restroom facility thoroughly at least three times on a daily basis and maintaining a sanitary condition at all times. Dispose of all trash on a regular basis in the storage receptacles. Providing all hand soap, toilet paper, paper towels, trash bags and other paper and cleaning supplies used on the facility. The quality of all products must be acceptable to the Public Works Director.

7.7 Milliken Street Restrooms and Parking Lot

The Milliken Street Restrooms are located beside the parking lot on Milliken Street and provides restrooms, outdoor shower facilities, and municipal parking. Minimum levels of service required under the terms of this contract will include the following:

Cleaning the restroom facility thoroughly at least on a three times daily basis and maintaining a sanitary condition at all times. Disposal of all trash inside/outside the building and in the parking lot on a regular basis in the storage receptacles. Providing all hand soap, toilet paper, paper towels, trash bags, and other paper and cleaning supplies used on the facility or in the parking lot trash barrels. The quality of all products must be acceptable to the Public Works Director.

A small office and storage area will be provided at the Milliken Street Restrooms for the contractor providing these services. All equipment shall be stored at a location determined by the Public Works Director.

ARTICLE 8: ADDITIONAL SCOPE FUNCTIONS

8.1 Overview

The TOWN provides waste receptacles for waste disposal in the downtown area and along the beach that require emptying by CONTRACTOR multiple times per day. There are (100 -120) receptacles on the beach, and (70-80) receptacles in the downtown area. The receptacles should be emptied as they become two thirds (2/3) full. All waste that has not been placed in the receptacles should be picked up and disposed of as well. There are eight to ten pizza box containers located on Old Orchard Street that require emptying as they become two thirds full. All trash is disposed of at the Town's choice of Disposal Location as frequently as possible throughout the day. Access to the Disposal Location will be provided during the hours when the Disposal Location is closed to the public.

8.2 Daily Tasks:

CONTRACTOR shall, at a minimum, empty three times per day, or as needed when 2/3 full, all trash barrels on Old Orchard Street, in the Square, in Memorial Park, along East/West Grand Avenues at beach entrances from Cortland Ave to Fernald St. CONTRACTOR shall empty all other beach entrance barrels between Parcher Ave and Goosefare Brook at least twice a day, at a minimum. CONTRACTOR shall be responsible for purchasing and installing all plastic bag liners required for use in municipal trash receptacles.

All trash is to be transported as frequently as possible to the Town's Disposal Choice. No co-mingling of other commercial or residential trash shall be permitted.

CONTRACTOR shall thoroughly sweep and power wash daily the sidewalks along Old Orchard Street from the top of the hill and ending at East and West Grand Avenues, and continuing around and within the Square. Daily spot checks and sweeping will take place. All collected debris is to be disposed of and not swept into the street gutter, unless coordinated with Public Works Department personnel.

The sidewalks on Old Orchard Street from the top of the hill and ending at First Street and Milliken Street shall be thoroughly swept and power-washed daily, and in addition on an "as needed" basis and at the discretion of the Town Manager or his designee. This shall include all benches and tables. Daily spot checks are necessary. All pressure washing must not be started before 2:00 a.m. due to the amount of people still downtown but must be completed before 5:00 a.m. in accordance to the street sweeper scheduled. All swept debris shall be collected and disposed of.

CONTRACTOR shall provide the water tank and hose, and the means to transport for power washing. Power washing specifications: (1) Minimum Water Tank – size of 325 U.S. gallons; (2) Tank mounted on a truck or trailer; and (3) Pressure of at least 3,000 PSI. Water is supplied at the Salt and Sand Facility.

CONTRACTOR shall remove residual trash on tables and pickup litter on an as-needed basis. Litter pick-up and washing shall include the loop road located within the Square.

When emptying the trash barrels in Memorial Park all waste along the pathways and at the entrances to the park that has not been placed in the receptacles should be picked up and disposed of as well. Once each day waste and litter, including cigarette butts, will be picked up at the gazebo area. The bench seats in the gazebo and the chess tables and related seats will be washed once each day.

8.3 Tasks Performed Every 2-3 days:

CONTRACTOR shall remove cigarette butts from all tree grates within the district.

8.4 Weekly Tasks:

CONTRACTOR shall wash and disinfect all trash receptacles and liners.

8.5 Recycling of Returnable Bottles and Cans

CONTRACTOR shall collect returnable bottles and cans for redemption and may retain the redemption receipts. CONTRACTOR agrees to donate at the end of each contract year the amount of one thousand dollars (\$1,000) to the TOWN to be used for improvements to Veteran's Memorial Park.

CONTRACTOR shall provide twelve Containers/Barrels for the collection of recyclable bottles and cans.

8.6 Rolling Trash Collection:

The CONTRACTOR will establish a continuous Rolling Trash Collection where two vehicles will be available so that if one breaks down or is not available, trash must be picked up continually throughout the day and night time contract hours. The CONTRACTOR is required to make continuous trash pickups leaving no more than eight bags at a time in the area from Lisa's Pizza to the Square.

ARTICLE 9: CONTRACT PRICE

9.1 Total Contract Price: The TOWN agrees to pay the CONTRACTOR a total sum of - _____ to complete all work specified in the Agreement for year 2016, and _____ for year 2017.

9.2 Payment Schedule: In consideration of services provided by the CONTRACTOR under the terms of this Agreement, the TOWN agrees to pay the CONTRACTOR, upon receipt of invoice, twenty thousand dollars (\$20,000) on the last Monday in April in each of the two contract years. Subsequently, for each contract year, the Town will pay CONTRACTOR the balance of annual compensation due in equal bi-weekly installments through the service period in each contract year.

ARTICLE 10: ENTIRE AGREEMENT

This Agreement represents and contains the entire agreement between the parties. Prior discussions or verbal representations by the parties that are not contained in this Agreement are not a part of this Agreement.

Date: _____

CONTRACTOR

By: _____

Title: _____

INHABITANTS OF THE
TOWN OF OLD ORCHARD BEACH

Date: _____

By: _____

Larry S. Mead, Town Manager

Finance Use Only

Department: _____

Account Number: _____

Purchase Order Number: _____

Total Contract Price: _____

Council Agenda #: _____

I certify that appropriated funds are available for this contract:

ATTACHMENT G

WASTE HANDLING AGREEMENT

between

THE TOWN OF OLD ORCHARD BEACH, MAINE

and

**PINE TREE WASTE, INC. AND
CASELLA WASTE SYSTEMS, INC.**

Term: January 1, 2013 – June 30, 2025

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This Agreement is entered into in the State of Maine as the 1st day of January, 2013 (the "Effective Date") by and among THE TOWN OF OLD ORCHARD BEACH, MAINE, a municipal corporation, located at One Portland Avenue, Old Orchard Beach, Maine 04064, hereinafter called "MUNICIPALITY," Pine Tree Waste, Inc., a Maine corporation, hereinafter called "COMPANY" and CASELLA WASTE SYSTEMS, INC., a Vermont corporation, hereinafter called "CASELLA".

WITNESSETH:

WHEREAS, the MUNICIPALITY is required to provide solid waste disposal services for domestic and commercial solid waste generated within the MUNICIPALITY; and

WHEREAS, COMPANY owns a transfer station being constructed on a site located within the City of Westbrook, Maine; and

WHEREAS, CASELLA, directly or through its Affiliates, has experience in designing, procuring, constructing, financing, operating, maintaining and owning (i) transfer station facilities for the purposes of receiving and disposing of Waste and (ii) landfill facilities, and (iii) other solid waste facilities.

WHEREAS, MUNICIPALITY and COMPANY are parties to that certain Waste Handling Agreement, dated July 1, 2007 between Municipality, Maine Energy Recovery Company ("MERC") and Casella; (the "2007 WHA"); and MERC is selling the waste-to-energy facility referred to in the 2007 WHA, and the buyer thereof is not assuming the WHA; and

WHEREAS, Municipality, Company and Casella are willing to terminate the 2007 WHA, provided that Municipality, Company and Casella enter into this Waste Handling Agreement, and, further provided, that Municipality, Company and Casella are willing to release each and all of the other parties from any liabilities or responsibilities under the 2007 WHA; and

WHEREAS, MUNICIPALITY, COMPANY and CASELLA are entering into this Agreement to formalize, among other things, their understandings and agreements respecting the acceptance by COMPANY and CASELLA of Acceptable Waste (as hereinafter defined) for processing at the Facility or at an Alternate Disposal Facility; and

WHEREAS, all necessary actions required to approve and authorize the execution, delivery and performance of this Agreement by MUNICIPALITY's governing body have been taken, and this Agreement is being entered into by COMPANY, CASELLA and MUNICIPALITY.

NOW THEREFORE, in consideration of the foregoing and of the mutual agreements hereinafter set forth and other good and valuable consideration the receipt and adequacy

of which are hereby acknowledged, MUNICIPALITY, COMPANY and CASELLA do hereby agree as follows:

ARTICLE I. DEFINITIONS

In addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings ascribed to them in this Article:

Acceptable Waste. Wastes which must be accepted at the Facility or at an Alternate Disposal Facility (as hereinafter defined) include all ordinary household, municipal, institutional, commercial and industrial wastes, which are not Unacceptable Waste (as hereinafter defined), and which are currently permitted, or may in the future be permitted, by COMPANY's licenses and permits, including:

1. Municipal Solid Waste
2. Construction & Demolition Debris
3. Universal Wastes, including:
 - » Light tubes and bulbs
 - » Lighting ballasts
 - » Batteries
 - » Computer Monitors
 - » Televisions
 - » Computers
 - » Thermostats
 - » Thermometers
4. Oversized and bulky wastes
5. Asphalt shingles
6. Metals
7. Tires
8. White goods
9. Leaf and yard waste
10. Household recyclables (paper, glass, plastic, etc.)
11. All Zero-Sort® Recyclables

Additional Costs. With respect to Diverted Waste (as hereinafter defined), all reasonable costs associated with the handling, transportation, disposal, and all other reasonable costs of the same, to the extent such costs exceed the sum of (i) the Net Tipping Fee in effect under this Agreement at any time or times that MUNICIPALITY disposes of any such Diverted Waste; plus (ii) the transportation and other costs (other than the Net Tipping Fee) that would have been incurred by MUNICIPALITY had it disposed of such Waste at the Facility.

Agreement. This Waste Handling Agreement among COMPANY, CASELLA and MUNICIPALITY as it may be amended from time to time in accordance with Article XIX hereof.

Affiliate. With respect to any person or entity, any other person or entity which, directly or indirectly, controls or is controlled by or is under common control with such person or entity.

Alternate Disposal Facility. Any licensed facility or transfer station owned, operated, or from which disposal capacity is contracted by COMPANY, CASELLA or an Affiliate of either of them, that is located within thirty (30) miles of the Facility or MUNICIPALITY and accepting Acceptable Waste at the time or times in question.

Base Tipping Fee. \$70.50 per ton of Acceptable Waste, as set forth in Article VI.A hereof.

Change In Law. The promulgation, adoption, enactment or change in any law, code, ordinance, rule, or regulation and/or rendering of any judgment, order, decree or other governmental action of or by any federal, state or local court, administrative agency, government office, body or branch, occurring subsequent to the date of this Agreement, and affecting the construction, operation, use or maintenance of the Facility or the Site, including by way of example but not by way of limitation, a refusal by any such governmental entity to grant, issue or renew any required permit or license or approval for the operation of the Facility unless changes in the Facility are made, unless such refusal is caused by any action or inaction of COMPANY or any Affiliate. No (i) change in any federal tax law, (ii) change to the Internal Revenue Code of 1954 effected by the Tax Reform Act of 1986 (to the extent applicable on July 1, 2007), (iii) change in the baseline real estate or personal property tax rate or valuation imposed on the Facility, (iv) change in foreign law, (v) change in law which adversely affects COMPANY's legal rights as a licensee, grantee, owner or user of any patent or other "know-how" in respect of proprietary technology intended to be utilized by it in performing its obligations under this Agreement, (vi) change in labor laws, or (vii) any fines imposed for non-compliance with any laws, permits, licenses, etc., shall constitute a Change in Law for any purposes of this Agreement.

COMPANY. Pine Tree Waste, Inc., a Maine corporation or any permitted successor thereto or assign thereof.

Construction and Demolition Debris. Waste, which is not Unacceptable Waste, resulting from construction, remodeling, repair, and demolition of structures. It includes, but is not limited to, building materials, discarded furniture, asphalt, wall board, pipes and metal conduits. It does not include partially filled containers of glues, tars, solvents, resins, paints or caulking compounds, friable asbestos, or other Unacceptable Waste.

Consulting Engineer. A recognized firm with experience with resource recovery facilities, which has been or is to be selected by MUNICIPALITY to act as a representative of MUNICIPALITY at the Facility and the Site during the term of this Agreement.

Delivery Hours. A minimum of not less than eight (8) hours per day Monday through Friday, excluding certain holidays as specified by COMPANY from time to time, during which deliveries of Acceptable Waste will be normally accepted at the Facility. Such hours will be determined by COMPANY in its discretion. Delivery Hours may be suspended or curtailed by COMPANY due to emergencies, unsafe conditions or lawful governmental orders to do so.

Diverted Waste. All Waste delivered by MUNICIPALITY to (i) a facility other than the Facility or an Alternate Disposal Facility (a) at the direction of COMPANY, or (b) otherwise in the event MUNICIPALITY's Waste is not accepted at the Facility or at an Alternate Disposal Facility; or (ii) an Alternate Disposal Facility at the direction of COMPANY, as provided herein.

Escalator. The Sum of One Dollar (\$1.00) to be added to the Net Tipping Fee as an increase to the Net Tipping Fee, upon each anniversary of the Effective Date during the Term of this Agreement.

Facility. COMPANY's transfer station facility within the City of Westbrook, Maine together with any ancillary facilities which are now or may hereafter be owned by COMPANY or any Affiliate of COMPANY on the Site, and used for or in conjunction with the acceptance or processing of Acceptable Waste.

Force Majeure. With regard to the performance of any obligation under this Agreement, except as to payment obligations, events such as an act of God, act of public enemy, sabotage, wars, blockade, insurrection, riots, explosions, fires, floods, storm, lightning, earthquake, wind, ice, perils of the sea, lockouts or other industrial disturbances, drought, theft or governmental taking (by eminent domain or similar proceedings), Change in Law, and other causes not reasonably within the control of any party invoking Article XIV for its benefit.

Hauler. Any entity or person delivering Waste to the Facility on behalf of, or pursuant to licenses issued by, MUNICIPALITY, including MUNICIPALITY when it delivers Waste with its own employees or agents.

Hazardous Waste. Waste with inherent properties which make such Waste dangerous to manage by ordinary means, including, but not limited to, chemicals, explosives, Pathological Waste, radioactive wastes, toxic wastes and other wastes defined as hazardous at any time during the term of this Agreement by the State of Maine or under the Resource Conservation and Recovery Act of 1976, as amended, or other Federal, State or local laws, regulations, orders, or other actions promulgated or taken by any governmental body or agency from time to time, or any material which, if processed at the Facility, would be defined as hazardous at any time during the term of this Agreement by the State of Maine or under the Resource Conservation and Recovery Act of 1976, as

amended, or other Federal, State or local laws, regulations, orders, or other actions promulgated or taken by any governmental body or agency from time to time.

Household Hazardous Waste. Hazardous Waste generated by a private residence, and not by any commercial or governmental entity or enterprise.

MUNICIPALITY. The City or Town having executed this agreement.

Municipal Solid Waste. Waste, which is not Unacceptable Waste, generated within the MUNICIPALITY and under its control, and which consists of solid waste emanating from households and normal commercial sources.

Net Tipping Fee. The payments required to be made under this Agreement to COMPANY for accepting Municipal Solid Waste and Construction and Demolition Debris received at the Facility, as determined in accordance with Article VI.A hereof.

Operating Year. A twelve (12) month period beginning January 1 and concluding December 31 in the same year, adjusted as to any partial calendar year during the term of this Agreement.

Pathological Waste. Waste consisting of (1) human and animal remains, body parts, tissues, organs, blood, excretes, secretions or body fluids, or (2) any and all "infectious waste", which term shall include, but not be limited to, (a) waste which contains any disease producing or carrying material, agent or organism, (b) isolation wastes, cultures and stocks of etiological agents, (c) waste generated by surgery or autopsy performed on any human or animal, (d) sharps, dialysis waste and any wastes that could have been in contact with pathogens, (e) waste biologicals (e.g. vaccines) produced by pharmaceutical companies for human or veterinary use, (f) food, equipment, equipment parts and other products contaminated with etiological agents, (g) animal bedding and other wastes that were in contact with diseased or laboratory research animals, (h) equipment, instruments, utensils and fomites which were in contact with persons or animals who are suspected to have or have been diagnosed as having a communicable disease, (i) laboratory wastes such as pathological specimens and disposable fomites attendant thereto and (j) any disease causing material including but not limited to material defined as a "Hazardous Substance" under current or future Federal or state law as a result of being classified an "etiologic agent". Tissues, diapers, sanitary napkins, kitty litter and similar items commonly disposed of in ordinary household Waste will not be deemed to be Pathological Waste if included in the small amounts customarily found in Waste from residential sources so long as the disposal and processing of such material by COMPANY at the Facility or an Alternate Disposal Facility, as applicable, is permitted by, and will not cause or result in COMPANY being in violation of, any applicable laws, statutes, rules, regulations, permits, licenses and orders of any governmental entities having jurisdiction over COMPANY and/or the Facility or an Alternate Disposal Facility, as applicable.

Person or Persons. Any individual, corporation, partnership, joint venture, association, joint stock company, trust company, trust, unincorporated organization, government or any agency or political subdivision thereof, or any other entity.

Recycled Materials. Those materials which are separated from Waste, either at the source of such Waste or at any transfer station, recycling facilities or other locations, as the case may be, and which, (i) in the reasonable judgment of MUNICIPALITY, are capable of being returned to the economic mainstream in the form of raw materials or products and (ii) in fact are not disposed of at any solid waste disposal facility and are recycled and delivered into one or more sustained end markets. More specifically, Recyclable Materials refers to those items within the solid waste stream meeting the criteria in the preceding sentence, which are, from time to time, designated by MUNICIPALITY as recyclable and which are collected by MUNICIPALITY or its agent(s) from MUNICIPALITY-sponsored recycling programs or initiatives. Such items include, without limitation, (i) commingled (mixed) aluminum, steel and bi-metal food and beverage cans, (ii) empty aerosol cans, (iii) PET and HDPE plastic, (iv) green, brown and clear glass bottles and jars, (v) old newsprint which is additionally separated from the commingled materials and (vi) telephone directories (both white and yellow pages).

Site. The real property and any and all rights and/or interests in real property upon which COMPANY's transfer station facility is currently located at 600 County Road, Westbrook, Maine.

State. The State of Maine.

Ton. A quantity of 2,000 pounds.

Tri-County Municipalities. The following municipalities: Acton, Alfred, Buxton, Cornish, Dayton, Kennebunk, Kennebunkport, North Berwick, Old Orchard Beach, Sanford, Shapleigh, South Berwick, Wells.

Unacceptable Waste: all Waste Listed Below.

1. Any waste originating from outside of the State of Maine.
2. Any material regulated as a "hazardous or Special Waste" in Maine, Westbrook or Federally.

Special Wastes include, but are not limited to:

- A. Industrial and industrial process waste
- B. Biosolids from wastewater treatment plans, papermills, etc.
- C. Debris and residuals from non-hazardous chemical spills and clean-up thereof
- D. Contaminated and dredged oils

- E. Asbestos containing waste
 - F. Sandblast grit and non-liquid paint waste
 - G. Medical and other potentially infectious or pathogenic waste
 - H. High and/or low PH waste
 - I. Spent filter media and wastes
 - J. Animal carcasses
 - K. Oil, coal, wood and multi-fuel boiler or incinerator ash
3. All liquid wastes, unless solidified with a non-hazardous substance
 4. Pressurized gas cylinders & tanks
 5. Ammunition and explosives
 6. Pathological wastes
 7. Chemical containers (unless empty and deemed non-hazardous)
 8. Sealed drums
 9. Waste oil and antifreeze
 10. Partially filled paint/stain cans, jugs & spray cans
 11. Herbicides & pesticides
 12. Household, commercial or industrial chemicals not deemed as non-hazardous
 13. Junk automobiles
 14. Waste oil or solvents
 15. Hot ashes and any other ashes
 16. Hot Loads
 17. Un-treated medical related wastes
 18. Biomedical wastes not originating from a pre-approval treatment facility
 19. Other wastes that the COMPANY reasonably deems detrimental to the TS or a landfill, and/or the operation thereof, and waste not permitted to be accepted by Company's licenses and permits.

Waste. Solid waste, as defined in 38 M.R.S.A. § 1303-C(29).

ARTICLE II. REPRESENTATIONS AND WARRANTIES

A. COMPANY warrants and represents to MUNICIPALITY the following as of the date of this Agreement:

1. COMPANY is a corporation duly organized and validly existing under the laws of the State of Maine; is in good standing and authorized to do business under the laws of the State of Maine; and has full power and authority to execute, deliver and perform this Agreement in accordance with its terms.

2. The execution and delivery of this Agreement has been duly authorized by all necessary and appropriate partnership actions of COMPANY. This Agreement constitutes the legal, valid and binding obligation of COMPANY enforceable in accordance with its terms (except as enforceability may be limited by applicable

bankruptcy or similar laws affecting creditors' rights, and by equitable principles of general application).

3. The execution, delivery and performance of this Agreement will not violate any material provision of law or any order of any court or other agency applicable to COMPANY, or any material indenture, agreement or other instrument to which the COMPANY is a party or by which the COMPANY or any of its property is bound and does not, and will not, conflict with, result in the breach of, or constitute a default under, any such law, order, indenture, agreement or other instrument.

4. To the best of its knowledge, there is no pending or threatened litigation or governmental proceedings which would materially affect COMPANY's legal ability to perform its obligations under this Agreement.

5. The COMPANY has obtained all necessary licenses, permits and approvals required (a) to own and operate the Facility as currently operated and as contemplated, and (b) to perform its obligations under this Agreement.

6. Each of COMPANY and CASELLA represents it has secured, and can provide if requested, written consents from any and all lenders and financial institutions necessary to terminate the 2007 WHA and enter into this Agreement.

B. CASELLA warrants and represents to MUNICIPALITY the following as of the date of this Agreement:

1. CASELLA is a corporation duly organized and validly existing under the laws of the State of Vermont; is in good standing and authorized to do business under the laws of the State of Maine; and has full power and authority to execute, deliver and perform this Agreement in accordance with its terms.

2. The execution and delivery of this Agreement has been duly authorized by all necessary and appropriate corporate actions of CASELLA. This Agreement constitutes the legal, valid and binding obligation of CASELLA enforceable in accordance with its terms (except as enforceability may be limited by applicable bankruptcy or similar laws affecting creditors' rights, and by equitable principles of general application).

3. The execution, delivery and performance of this Agreement will not violate any material provision of law or any order of any court or other agency applicable to CASELLA, or any material indenture, agreement or other instrument to which CASELLA is a party or by which CASELLA or any of its property is bound and does not, and will not, conflict with, result in the breach of, or constitute a default under, any such law, order, indenture, agreement or other instrument.

4. To the best of its knowledge, there is no pending or threatened litigation or governmental proceedings which would materially affect CASELLA's legal ability to perform its obligations under this Agreement.

C. MUNICIPALITY warrants and represents to COMPANY and CASELLA the following as of the date of this Agreement:

1. That it is a municipality duly organized and validly existing under the laws of the State of Maine and it has full power and authority to enter into and perform this Agreement in accordance with its terms including without limitation the legal power to levy and collect taxes to pay its obligations under this Agreement.

2. The execution, delivery and performance of this Agreement by it has been duly authorized by all appropriate actions of its governing body, this Agreement has been duly executed and delivered by its authorized officer, and this Agreement constitutes the legal, valid and binding obligation of MUNICIPALITY, enforceable in accordance with its terms (except as enforceability may be limited by applicable bankruptcy or similar laws affecting creditors' rights, and by equitable principles of general application).

3. The execution, delivery and performance of this Agreement by MUNICIPALITY does not and will not violate any material provision of law or any order of any court or other agency applicable to MUNICIPALITY, or any material indenture, agreement or other instrument to which the MUNICIPALITY is a party or by which the MUNICIPALITY or any of its property is bound, and does not (and will not) conflict with, result in the breach of, or constitute a default under, any such law, order, indenture, agreement or other instrument.

4. To the best of its knowledge, there is no pending or threatened litigation or governmental proceedings which would affect its legal ability to perform its obligations under this Agreement.

5. MUNICIPALITY has obtained all necessary licenses, permits and approvals required for performance of its obligations under this Agreement.

ARTICLE III. OPERATION OF THE FACILITY

A. Except as expressly stated herein, the Facility, and any Alternate Disposal Facility that CASELLA may elect in its sole discretion to own, operate or have under contract, shall be provided, operated and maintained at the sole expense of COMPANY, CASELLA, or the Affiliates of either of them, as applicable.

B. COMPANY and CASELLA shall, except as otherwise expressly provided for herein, so operate and maintain the Facility, or cause it to be so operated and maintained, as to be capable of receiving Acceptable Waste from MUNICIPALITY during Delivery Hours.

Upon its acceptance of Acceptable Waste from or on behalf of MUNICIPALITY, title to such Acceptable Waste shall pass irrevocably to COMPANY or (in the case of deliveries of Acceptable Waste to an Alternate Disposal Facility) CASELLA, and neither MUNICIPALITY nor any Hauler shall have any further responsibility with respect to such Acceptable Waste upon such acceptance. COMPANY and CASELLA shall be jointly and severally solely responsible for processing, or providing for the alternate disposal of such Acceptable Waste. COMPANY and CASELLA shall not be obligated to accept any Unacceptable Waste from or on behalf of MUNICIPALITY. The Obligations of Company and Casella to accept Waste as provided in this Agreement is not contingent upon the availability of capacity at any intermediate or final disposal destination for such Waste, including but not limited to the ability of Company and/or Casella to obtain a permit for the transfer to and disposal of any such Waste in the Juniper Ridge landfill in Old Town, Maine.

C. COMPANY and CASELLA shall be jointly and severally solely responsible for and exclusively entitled to the benefits of the marketing of any materials either of them may recover from Waste delivered to the Facility or any Alternate Disposal Facility and accepted by COMPANY or CASELLA, as applicable.

D. Company and Casella shall at all times operate the Facility and any Alternate Disposal Facility in accordance with any and all applicable federal, state, county and local laws, statutes, regulations, and all governmental authorities relating to environmental and land use matters. Company and Casella shall operate the Facility and any Alternate Disposal Facility and at all times receive, handle, use, store, treat, ship and dispose of all Waste in strict compliance with all applicable environmental, health or safety statutes, ordinances, orders, rules, regulations or requirements.

There are no statutes, orders, rules, regulations or agreements relating to environmental or land use matters requiring any work, repairs, construction or capital expenditures with respect to the Facility, and neither Company nor Casella has received any notice of any of same.

E. Except as otherwise expressly provided in Article III.F, COMPANY and CASELLA shall be jointly and severally solely responsible for and exclusively entitled to the benefits of the marketing of energy products produced by the Facility and any Alternate Disposal Facility, including the pricing thereof.

F. Subject to the other provisions of this Agreement, COMPANY and CASELLA shall be jointly and severally responsible for and shall bear all costs of loading, removing, transporting and disposing of all Waste at the Facility or any Alternate Disposal Facility. COMPANY and CASELLA may cause any Hauler that delivers Unacceptable Waste to bear all costs of loading, removing, transporting and disposing of Unacceptable Waste it delivers to the Facility or to an Alternate Disposal Facility which Unacceptable Waste is

rejected by COMPANY or CASELLA, as applicable. If any such Hauler is under the control of MUNICIPALITY, whether employed by or under contract with MUNICIPALITY, and such Hauler fails to make such payment to COMPANY or CASELLA within thirty (30) days after receipt by Hauler of an invoice with respect thereto, COMPANY or CASELLA, as applicable, may cause MUNICIPALITY to bear all costs of loading, removing, transporting and disposing of Unacceptable Waste so rejected by COMPANY or CASELLA, as applicable.

G. Authorized representatives of MUNICIPALITY, and the Consulting Engineer shall have access to the Facility, the Site and any Alternate Disposal Facility to which MUNICIPALITY has delivered Acceptable Waste hereunder during normal business hours, and upon reasonable advance notice to COMPANY, provided that each complies with all reasonable safety rules and regulations adopted from time to time by COMPANY and/or CASELLA, and each does not unreasonably interfere with COMPANY's or CASELLA's operations.

ARTICLE IV. WEIGHING

A. Except as otherwise provided herein, COMPANY and CASELLA shall install and maintain a container and/or motor truck scale(s) to weigh all vehicles of up to 60 feet in length delivering Acceptable Waste to the Facility and any Alternate Disposal Facility on behalf of MUNICIPALITY. COMPANY and CASELLA shall provide for regular inspections of the scale(s) by the appropriate public officials with responsibility for certifying weights and measures to ensure their reasonable accuracy, such inspection to be conducted not less than annually and at such other times as MUNICIPALITY, at its own expense, reasonably deems necessary, with at least ten (10) days' prior written notice to COMPANY. In the case of inspections requested by MUNICIPALITY, such inspections shall be conducted during business hours in such a manner as not to unreasonably interfere with Facility or Alternate Disposal Facility operations.

B. Deliveries by or on behalf of MUNICIPALITY shall be recorded separately. To the extent that MUNICIPALITY arranges for the transportation of its Waste by a third party, MUNICIPALITY shall provide COMPANY (or CASELLA) with information reasonably determined necessary by COMPANY (or CASELLA) to allow proper vehicle identification and to predetermine vehicle tare weights so that net vehicle load can be established. MUNICIPALITY shall provide COMPANY (or CASELLA) in writing a list of approved Haulers for MUNICIPALITY and shall update such list in writing periodically as appropriate. Each incoming Waste vehicle shall be weighed full, indicating gross truck weight, and weighed empty indicating tare truck weight, which information together with Tons delivered (to nearest hundredth of a Ton), time of delivery, source of incoming Waste, truck identification number and MUNICIPALITY's code shall be recorded on a weight ticket and signed by driver. MUNICIPALITY, COMPANY (or CASELLA) and the driver of each weighed vehicle shall receive a copy of the weight ticket. COMPANY or CASELLA shall retain all weight tickets for a period of not less than eighteen (18) months. MUNICIPALITY shall have the right to inspect

COMPANY's and CASELLA's weight records upon 24 hours' prior written notice. Such inspections shall be conducted during business hours in such a manner as to not unreasonably interfere with Facility or Alternate Disposal Facility operations.

C. If all weighing facilities are inoperative or are being tested, COMPANY or CASELLA shall estimate the quantity of Acceptable Waste delivered by or on behalf of MUNICIPALITY on the basis of truck volumes and estimated data obtained through historical information pertinent to the Hauler and/or MUNICIPALITY in question. These estimates shall take the place of actual weighing records during the scale outage. COMPANY and CASELLA shall use reasonable efforts to avoid scale outages and to schedule maintenance and testing of weighing facilities other than during Delivery Hours.

D. The weight records maintained by COMPANY and/or CASELLA in accordance with this Article shall be conclusive and binding on COMPANY, CASELLA and MUNICIPALITY, absent manifest error, and shall be used by COMPANY, CASELLA and MUNICIPALITY as a basis for the calculations required herein.

E. With respect to Diverted Waste delivered to an Alternate Disposal Facility, COMPANY or CASELLA (or their Affiliate, as applicable) shall follow the same weighing procedures as set out in Sections A-D of this Article IV.

F. With respect to Diverted Waste delivered other than to an Alternate Disposal Facility, the weight records of the place of disposal, absent manifest error, shall be used to determine the Tons of Acceptable Waste so diverted pursuant to this Agreement.

ARTICLE V. DELIVERY OF WASTE TO COMPANY; ACCEPTANCE OF WASTE BY COMPANY

A. Delivery Requirement. During the term of this Agreement, MUNICIPALITY will cause to be delivered to the Facility all Municipal Solid Waste, which is generated within its boundaries and under its control, it being understood that while the quantity of Municipality's Municipal Solid Waste is not guaranteed, this contract is a "requirements" contract, and in that respect, Municipality commits to deliver all Municipal Solid Waste generated within its boundaries and under its control to the Facility, and is prohibited from delivering such Municipal Solid Waste generated within its boundaries and under its control to any third party without the consent of Company, or as otherwise permitted by this Agreement. COMPANY and MUNICIPALITY expressly agree that Waste generated by commercial and/or industrial entities, and collected by those entities or by private haulers, is not, as of the date of this Agreement, under the control of MUNICIPALITY for the purposes of this Agreement. In addition, MUNICIPALITY will use diligent good faith efforts to adopt reasonable measures to prevent the disposal of Unacceptable Waste at the Facility or any Alternate Disposal Facility by or on behalf of the MUNICIPALITY. Notwithstanding the foregoing, MUNICIPALITY shall in no event be obligated to deliver Recyclable Materials under this Agreement.

Subject to the provisions of Article VI(A) hereof, COMPANY shall accept all Acceptable Waste generated within MUNICIPALITY delivered by or on behalf of MUNICIPALITY, at the Facility. At any time, for any reason, COMPANY shall be entitled to redirect any and all deliveries of Acceptable Waste under this Agreement, in whole or in part from time to time, to one or more Alternate Disposal Facilities designated by COMPANY or CASELLA. In such event, CASELLA shall make available to MUNICIPALITY disposal capacity for MUNICIPALITY's Acceptable Waste at an Alternate Disposal Facility or Facilities. If neither the Facility nor any Alternate Disposal Facility accepts MUNICIPALITY's Acceptable Waste, in whole or in part, at any time during the term of this Agreement, MUNICIPALITY shall have the right to dispose of such Acceptable Waste not accepted at the Facility or an Alternate Disposal Facility at another facility, other than the Facility or an Alternate Disposal Facility. In all events, and in all cases where MUNICIPALITY has Diverted Waste, COMPANY and CASELLA, jointly and severally, shall pay or reimburse to MUNICIPALITY all Additional Costs within thirty (30) days after receipt of an invoice therefor. COMPANY shall use its reasonable best efforts to give MUNICIPALITY not less than thirty (30) days' prior written notice of any such redirection of deliveries of Acceptable Waste.

B. Queuing Times. The COMPANY shall exercise commercially reasonable efforts to operate the Facility in such a manner as to reasonably ensure that vehicle queuing times shall be kept to a minimum. COMPANY agrees to cooperate with MUNICIPALITY by considering in good faith the implementation of reasonable suggestions for the reduction of queuing times.

ARTICLE VI. DETERMINATION OF TIPPING FEES

A. (i) From January 1, 2013 through December 31, 2013, MUNICIPALITY shall pay COMPANY a Base Tipping fee rate per ton equal to \$70.50. From January 1, 2014 through December 31, 2014, MUNICIPALITY shall pay COMPANY a Net Tipping Fee rate per ton equal to \$71.50, and thereafter the Net Tipping Fee shall be increased by the Escalator on each anniversary of the Effective Date. The calculation of the Net Tipping Fee set forth above shall apply to all Municipal Solid Waste and Construction and Demolition Debris generated in the Municipality and under the Municipality's control. With respect to any other Acceptable Waste, if MUNICIPALITY elects at any time during the term of this Agreement to dispose of any such other Acceptable Waste at the Facility, the parties will agree on the tipping fee for the same.

B. Invoices; Payment. Payment of the Net Tipping Fees shall be made by MUNICIPALITY within thirty (30) days of its receipt of said invoices, less the amount of any set-off permitted in this Article VI.B, with late payments bearing interest at an annual rate of interest equal to 10% until paid. MUNICIPALITY shall be entitled to set off against amounts payable by it to COMPANY all unpaid or unreimbursed Additional Costs. MUNICIPALITY shall have the right to submit disputes regarding the amount of

any invoices for resolution in accordance with Article XVIII hereof, provided that the pendency of such dispute shall not relieve MUNICIPALITY of the obligation to pay pursuant to the first sentence of this paragraph. If it is determined that the amount invoiced was excessive, COMPANY shall promptly reimburse MUNICIPALITY the amount of such excess with interest at the rate of 10% per annum from the date of payment by MUNICIPALITY to the date of such reimbursement.

C. Corrections and Survival. Within 120 days after the end of each Operating Year, COMPANY shall deliver to MUNICIPALITY an annual settlement statement (the "Annual Settlement Statement"). The Annual Settlement Statement shall show the computation of the Net Tipping Fees and Adjusted Tipping Fees for such year, determined as set forth in this Article VI, and a reconciliation of such amount with the Net Tipping Fees and Adjusted Tipping Fees charged during such Operating Year, including all adjustments required to reflect any discrepancies between (a) any estimated amounts used in the computation of the Net Tipping Fees as shown in such monthly statements and the actual amounts as determined at year end, and (b) the tonnage amounts used to calculate the Net Tipping Fee adjustments as per Ton figures during such year and the actual number of Tons for which MUNICIPALITY is obligated to pay the Net Tipping Fee with respect to such year.

If MUNICIPALITY has overpaid the COMPANY, then the COMPANY shall, at the time of its delivery of the Annual Settlement Statement, refund the overpayment to MUNICIPALITY. If MUNICIPALITY has underpaid COMPANY, then MUNICIPALITY within 30 days of receipt of the Annual Settlement Statement shall pay to COMPANY the additional amount due.

In the event of a dispute relating to the Annual Settlement Statement or the Net Tipping Fees or Adjusted Tipping Fees paid by MUNICIPALITY, such dispute shall be referred within 30 days after delivery of such Annual Settlement Statement for resolution pursuant to Article XVIII hereof.

ARTICLE VII. UNACCEPTABLE WASTE

Unacceptable Waste shall be handled in the following manner:

A. COMPANY and CASELLA shall not be obligated to accept, and may reject, any Unacceptable Waste. If not accepted by COMPANY or CASELLA, as applicable, any and all Unacceptable Waste delivered to the Facility or any Alternate Disposal Facility shall remain the property, and be the sole responsibility, of the Hauler or other responsible person delivering such Unacceptable Waste. COMPANY and CASELLA hereby expressly reserve the right to recover (and shall be entitled to recover) from each such Hauler and any other responsible person (including MUNICIPALITY, in the case of Unacceptable Waste delivered to the Facility or an Alternate Disposal Facility designated by COMPANY or CASELLA pursuant to Article V.A hereof by a Hauler that is under contract with MUNICIPALITY at the time of such delivery and which Unacceptable

Waste (i) is not removed by Hauler at Hauler's own expense or (ii) is removed by COMPANY or CASELLA, and the expense of which (in either case) is not reimbursed by Hauler within 30 days) any and all costs, fees, expenses, liabilities, claims or damages suffered or incurred by COMPANY or CASELLA in connection with or in any way arising out of or related to the presence, handling, processing or disposal of Unacceptable Waste delivered to the Facility or any Alternate Disposal Facility by such Hauler or other responsible person, or their respective employees or agents, including without limitation all costs of loading, removing, transporting and disposing of Unacceptable Waste delivered to the Facility or any Alternate Disposal Facility by such Hauler or other responsible person or their respective employees or agents.

B. COMPANY and CASELLA shall have the right, but shall not be obligated, to make a visual inspection of every load of Waste delivered hereunder prior to such load being deposited on the Facility's (or any Alternate Disposal Facility's) tipping floor. If, in the reasonable judgment of COMPANY or CASELLA, circumstances so require, COMPANY and CASELLA retain the right to reject any load containing Unacceptable Waste, either upon initial inspection or within fourteen (14) days after the load of Waste has been delivered to the Facility or Alternate Disposal Facility. After such inspection, COMPANY and CASELLA retain the right to reject the entire Load as Unacceptable Waste within such fourteen (14) day period if, in the reasonable judgment of COMPANY or CASELLA, circumstances so require, in addition to the right to reject only the portion of the load which is Unacceptable Waste within such fourteen (14) day period. The determination of the Waste delivery coordinator or other authorized personnel of COMPANY or CASELLA, if made in good faith, shall be final and binding upon MUNICIPALITY and its Haulers, subject to the dispute resolution provisions contained in Article XVIII hereof. Any Unacceptable Waste not so rejected shall be deemed for all purposes to have been accepted by COMPANY or CASELLA, and title thereto shall no longer be in the MUNICIPALITY. In all events, title to all Waste shall no longer be in the MUNICIPALITY upon removal thereof from the Facility or Alternate Disposal Facility after its disposal there by or on behalf of MUNICIPALITY. Notwithstanding the foregoing, COMPANY and CASELLA shall continue to have the right to pursue all available remedies against any generator of such Unacceptable Waste, other than the MUNICIPALITY.

COMPANY shall promptly notify MUNICIPALITY of any rejected loads and shall, to the extent reasonably possible, provide to it particulars about the Hauler, the reason for rejection and the information on the weight ticket provided for by Article IV hereof for that rejected load.

COMPANY and CASELLA agree to establish a reasonable protocol (consistent with industry standards and practices) for inspection of Waste delivered to the Facility or any Alternate Disposal Facility designated pursuant to Article V.A hereof and agree to use reasonable efforts to observe such protocol in the operation of the Facility or any Alternate Disposal Facility designated pursuant to Article V.A hereof.

C. MUNICIPALITY agrees to use diligent good faith efforts to require all Haulers delivering Waste on behalf of such MUNICIPALITY under contracts with MUNICIPALITY (i) to comply with the Hauler Regulations of COMPANY and CASELLA and ordinances of Westbrook (or any municipality in which an Alternate Disposal Facility designated pursuant to Article V.A hereof is located) with respect to the delivery of Waste, including, without limitation, any such regulation and/or ordinance prohibiting delivery of Unacceptable Waste to the Facility or any Alternate Disposal Facility designated pursuant to Article V.A hereof, (ii) to obtain a license from such MUNICIPALITY prior to, and as a condition for, delivering Waste to the Facility or any Alternate Disposal Facility designated pursuant to Article V.A hereof on behalf of MUNICIPALITY, which licensure shall include requirements for the Hauler to establish reasonable financial responsibility and (iii) to notify COMPANY's or CASELLA's weigh station operator and Waste delivery inspector if their load contains Pathological Waste or Hazardous Waste or is from a source such as a hospital or other place likely to produce Pathological Waste or Hazardous Waste. COMPANY and CASELLA retain the right to reject the entire load or just the portion of the load which is Unacceptable Waste. Acceptance of Unacceptable Waste hereunder on one or more occasions, whether knowing or inadvertent, shall not constitute a waiver of the COMPANY's or CASELLA's right to enforce these provisions (and any related provisions of this Agreement) on any other occasion.

D. In addition to any other rights which COMPANY and CASELLA may have under this Agreement as the result of the delivery of Unacceptable Waste by MUNICIPALITY, subject to the provisions of Article IX hereof, COMPANY and CASELLA shall have the right to refuse to permit disposal or delivery of any Waste at the Facility or any Alternate Disposal Facility designated pursuant to Article V.A hereof by any Hauler that (i) has, on two or more occasions in any 12 month period, delivered or attempted to deliver to the Facility or any Alternate Disposal Facility designated pursuant to Article V.A hereof any load containing a material quantity of Unacceptable Waste or (ii) has otherwise failed, on two or more occasions in any 12 month period, to comply in any material respect with any Hauler Regulations adopted by COMPANY or CASELLA, until such time as COMPANY and CASELLA, in their sole and exclusive judgment, are satisfied that such Hauler will not continue to deliver Unacceptable Waste to the Facility or to any Alternate Disposal Facility designated pursuant to Article V.A hereof. In the event that, in accordance with the terms of this Agreement, a Hauler is refused permission to make further deliveries of Waste to the Facility or any Alternate Disposal Facility designated pursuant to Article V.A hereof, there shall not be any modification of MUNICIPALITY's obligations under Section V.A hereof, nor shall MUNICIPALITY be entitled to recover from COMPANY or CASELLA any additional costs incurred by it as a result thereof.

ARTICLE VIII

[INTENTIONALLY OMITTED]

ARTICLE IX. REGULATIONS

COMPANY and CASELLA may from time to time adopt reasonable regulations ("Hauler Regulations") governing the manner and time of delivery of Acceptable Waste to the Facility or any Alternate Disposal Facility designated pursuant to Article V.A hereof, and other matters with respect to the operation of the Facility or any Alternate Disposal Facility designated pursuant to Article V.A hereof, including provisions requiring any Hauler to follow certain routes in the vicinity of the Facility or any Alternate Disposal Facility designated pursuant to Article V.A hereof in delivering Waste to the Facility or any Alternate Disposal Facility. MUNICIPALITY agrees to comply with such Hauler Regulations and to use reasonable good faith efforts to cause any Hauler acting on its behalf to comply with such Hauler Regulations. COMPANY and CASELLA shall be entitled to suspend or revoke the right of any Hauler that fails, on two (2) occasions during any one-year period, to comply in any material respect with such Hauler Regulations to make further deliveries of Acceptable Waste to the Facility or any Alternate Disposal Facility until and unless COMPANY and CASELLA receive assurances reasonably satisfactory to them that such Hauler will comply with the Hauler Regulations. In exercising this right of suspension or revocation, COMPANY and CASELLA agree to act in good faith and not to act in an arbitrary and capricious manner. COMPANY and CASELLA agree to apply and enforce the Hauler Regulations in a consistent, even-handed manner among all haulers delivering Waste to the Facility or Alternate Disposal Facilities, including but not limited to haulers that are Affiliates of COMPANY or CASELLA. Prior to suspending any Hauler, COMPANY shall give MUNICIPALITY written notice thereof. In the case of a permanent revocation or a proposed suspension of one (1) year or more, MUNICIPALITY shall be given a period of sixty (60) days, and in the case of a revocation or a proposed suspension of more than five (5) days but less than one (1) year, MUNICIPALITY shall be given a period of thirty (30) days, within which to provide COMPANY and CASELLA with assurances reasonably acceptable to COMPANY and CASELLA that such Hauler will comply with the Hauler Regulations or to make arrangements with one or more substitute Haulers reasonably acceptable to COMPANY for delivery of MUNICIPALITY's Waste hereunder before such suspension or revocation may take effect.

ARTICLE X. INSURANCE

A. MUNICIPALITY shall at all times during the term of this Agreement maintain casualty and liability insurance for any damage or injury caused by the use of vehicles or trailers owned by MUNICIPALITY in delivering waste to the Facility or any Alternate Disposal Facility designated in accordance with Article V.A hereof and shall produce a certificate of such insurance within twenty-four (24) hours upon request by COMPANY. Such coverages shall be of the following types and with minimum limits not less than MUNICIPALITY's maximum liability under the Maine Tort Claims Act, as amended from time to time.

COMPANY shall be named an additional insured on all such policies, and such policies shall provide that they may not be cancelled, non-renewed or amended without thirty (30) days' prior written notice to COMPANY.

In addition, MUNICIPALITY shall require all Haulers with whom it contracts to obtain and maintain casualty and liability insurance in such amounts as may be agreed to by COMPANY and MUNICIPALITY, and to name COMPANY an additional insured, and to provide that any such policies may not be cancelled, non-renewed or amended without thirty (30) days' prior written notice to COMPANY.

B. COMPANY and CASELLA shall at all times during the term of this Agreement maintain casualty, liability, workers' compensation and business interruption insurance covering the Facility and any Alternate Disposal Facility designated in accordance with Article V.A hereof, as set forth below, and shall produce a certificate of such insurance within twenty-four (24) hours upon request of MUNICIPALITY. Such coverages shall be of the following types and with the following minimum limits:

Property/Casualty	N/A	\$21 million aggregate
Commercial General Liability	\$3 million per occurrence	\$3 million aggregate
Commercial Automobile Liability	\$3 million per occurrence	\$3 million aggregate
Business Interruption	N/A	\$5 million aggregate

MUNICIPALITY shall be named an additional insured on all such policies, and such policies shall provide that they may not be cancelled, non-renewed or amended without thirty (30) days' prior written notice to MUNICIPALITY.

ARTICLE XI. DAMAGE OR DESTRUCTION

If the Facility or any substantial portion thereof is damaged or destroyed to an extent that it cannot function as contemplated by this Agreement, by fire, the elements or other casualty, or if the Facility is taken by eminent domain, then COMPANY may, at its option, restore, repair or reconstruct the Facility, or COMPANY may, at its sole option, terminate operations at the Facility. If operations are so terminated, or if at any time COMPANY is not accepting MUNICIPALITY's Waste at the Facility, COMPANY and CASELLA shall immediately notify MUNICIPALITY of the Alternate Disposal Facility to which MUNICIPALITY is to deliver Waste hereunder pursuant to Article V.A. In the event of condemnation or a taking by eminent domain, termination of operations shall not take effect until all government orders or decisions have either been fully appealed or the time for such appeals has passed if no appeal is taken by COMPANY.

ARTICLE XII. TERM OF AGREEMENT

This Agreement shall have the term set forth on Appendix A, unless this Agreement is earlier terminated as herein provided or terminated or modified in writing by mutual consent of the parties hereto. Upon termination of this Agreement for any reason, the parties shall be relieved of all further obligations hereunder, except for their accrued but unsatisfied obligations arising hereunder prior to the termination of this Agreement, and except as provided in Article XIII hereof.

ARTICLE XIII. DEFAULT

A. Each of the following events shall constitute an "Event of Default" by MUNICIPALITY hereunder:

(1) The failure of MUNICIPALITY on two (2) occasions in any 12 month period to pay any amounts owed to COMPANY by MUNICIPALITY under this Agreement, when and as such amounts shall become due and payable, and the continuance of said failure for thirty (30) days after the giving by COMPANY to MUNICIPALITY of written notice of nonpayment, it being agreed and understood that the failure of MUNICIPALITY to make one payment despite two thirty (30)-day notices of non-payment in any 12-month period shall constitute two (2) occasions for purposes hereof; or

(2) The failure of MUNICIPALITY to observe and perform any other covenant, condition or agreement on its part required to be observed or performed by MUNICIPALITY under this Agreement, other than those referred to in (1) above, which failure continues for a period of sixty (60) days after written notice from COMPANY, which notice shall specify such failure, unless COMPANY shall agree in writing to an extension of such time; provided, however, if the failure stated in the notice is curable but cannot be corrected within such period, COMPANY will consent to an extension of such time for a reasonable period if corrective action is instituted within such period and diligently pursued by MUNICIPALITY.

B. Whenever any Event of Default by MUNICIPALITY shall have occurred and be continuing following any applicable notice and cure period COMPANY may terminate this Agreement without further notice to MUNICIPALITY.

C. Whenever an Event of Default of MUNICIPALITY shall have occurred and be continuing, COMPANY may pursue any lawful action available to collect the payments and other amounts then due and thereafter to become due as provided in this Agreement, or to enforce performance and observance of any obligation, agreement or covenant under this Agreement, subject to the provisions of Article XVIII and Article XXIV hereof.

In addition, in the event this Agreement is terminated pursuant to Article XIII.B., the COMPANY shall be entitled to receive from MUNICIPALITY, in equal monthly installments of principal and interest over the remainder of the term of this Agreement (without regard to such termination), an amount equal to (i) the positive difference, if any, between (a) the Net Tipping Fee rate in effect under this Agreement at the time of such

termination and (b) the weighted average tipping fee rate per Ton as reported by the publicly owned solid waste disposal facilities located in the State of Maine (excluding the Facility) with respect to the calendar year immediately preceding such termination, and multiplied by (ii) the average number of Tons delivered by MUNICIPALITY to COMPANY pursuant to this Agreement (or to Maine Energy Recovery Company pursuant to the 2007 WHA, as applicable) during the three (3) years immediately preceding the Event of Default (the "Three Year Average Tonnage") (multiplied by (iii) the number of Operating Years (including any fraction thereof) in the remaining term of this Agreement (without giving effect to such termination), together with (iv) interest on the remaining unpaid amount calculated pursuant to clauses (i)-(iii) hereof at a rate equal to ten percent (10%) per annum, compounded monthly, which amounts shall constitute liquidated damages and not a penalty, it being agreed and acknowledged by the parties that the actual losses incurred by COMPANY in the event of such a termination would be extremely difficult or impossible to calculate with precision, and that such amount is a reasonable estimation thereof. By way of illustration, if the Net Tipping Fee rate described in clause (i)(a) above equaled \$60 per Ton, and the weighted average tipping fee rate described in clause (i)(b) above equaled \$55 per Ton, and the Three Year Average Tonnage equaled 7,000 Tons, and there were fifteen (15) Operating Years remaining in the term of this Agreement (without giving effect to such termination), MUNICIPALITY would be obligated to pay to COMPANY under this paragraph the sum of \$525,000 over such fifteen (15) year period, plus interest at 10% per annum. If the Net Tipping Fee rate described in clause (i)(a) above equaled \$60 per Ton, and the weighted average tipping fee rate described in clause (i)(b) above equaled \$65 per Ton, MUNICIPALITY would not be obligated to make any payment to COMPANY under this paragraph. The parties agree and acknowledge that such amounts will be payable by MUNICIPALITY irrespective of any allegation that COMPANY or CASELLA has failed to take adequate steps to mitigate its losses due to such default and early termination and irrespective of whether COMPANY and CASELLA, subsequent to such termination or the calculation of such liquidated damages, are able to mitigate their losses on more favorable terms than those utilized for purposes of calculating such liquidated damages. This provision, however, is subject to the condition that if, before the effective date of termination, MUNICIPALITY cures the Event of Default existing under this Agreement, the notice of default or termination shall be canceled and the parties shall be restored to their prior position under this Agreement, but no such cancellation shall affect any subsequent default or impair or exhaust any rights or powers with respect thereto.

D. It shall constitute an Event of Default hereunder by COMPANY and CASELLA if COMPANY or CASELLA shall (i) fail to accept Waste as required by this Agreement, and fail to pay MUNICIPALITY's Additional Costs as provided herein, or (ii) fail to observe and perform any other covenant, condition or agreement on its part required to be observed or performed under this Agreement; and any such failure described in clauses (i) or (ii) hereof continues for a period of thirty (30) days after written notice from MUNICIPALITY, which notice shall specify such failure, unless MUNICIPALITY shall agree in writing to an extension of such time; provided, however, if the failure stated in the notice is curable but cannot be corrected within such period, MUNICIPALITY will

consent to an extension of such time if corrective action is instituted within such period and diligently pursued by COMPANY, or (iii) be subject to bankruptcy or insolvency proceedings which, in the case of proceedings commenced against COMPANY or CASELLA, are not dismissed within sixty (60) days.

E. Whenever any Event of Default by COMPANY or CASELLA shall have occurred and be continuing following any applicable notice and cure period, MUNICIPALITY may (a) terminate this Agreement without further notice and be entitled to receive from COMPANY and CASELLA, jointly and severally, in equal monthly installments of principal and interest over the remaining term of this Agreement (without regard to such termination), an amount equal to (i) the positive difference (if any) between (a) the weighted average tipping fee rate per Ton as reported by the publicly owned solid waste disposal facilities located in the State of Maine (excluding the Facility) with respect to the calendar year immediately preceding such termination, and (b) the Net Tipping Fee rate in effect under this Agreement at the time of such termination, and multiplied by (ii) the Three Year Average Tonnage, multiplied by (iii) the number of Operating Years (including any fraction thereof) in the remaining term of this Agreement (without giving effect to such termination), together with (iv) interest on the remaining unpaid amount calculated pursuant to clauses (i)-(iii) hereof at a rate equal to ten percent (10%) per annum, compounded monthly, which amounts shall constitute liquidated damages and not a penalty, it being agreed and acknowledged by the parties that the actual losses incurred by MUNICIPALITY in the event of such a termination would be extremely difficult or impossible to calculate with precision and that such amount is a reasonable estimate thereof. The parties agree and acknowledge that such amounts will be payable by COMPANY and CASELLA, jointly and severally, irrespective of any allegation that MUNICIPALITY has failed to take adequate steps to mitigate its losses due to such default and early termination and irrespective of whether MUNICIPALITY, subsequent to such termination or the calculation of such liquidated damages, is able to mitigate its losses on more favorable terms than those utilized for purposes of calculating such liquidated damages. This provision, however, is subject to the condition that if, before the effective date of termination, COMPANY or CASELLA cures the Event of Default existing under this Agreement, the notice of default or termination shall be canceled and the parties shall be restored to their prior position under this Agreement, but no such cancellation shall affect any subsequent default or impair or exhaust any rights or powers with respect thereto.

F. In lieu of the remedies set forth in Article XIII.E, whenever an Event of Default of COMPANY or CASELLA shall have occurred and be continuing, MUNICIPALITY may take whatever action may be necessary or desirable to enforce performance and observance of any obligation, agreement or covenant under this Agreement, subject to the provisions of Article XVIII and Article XXIV hereof. In addition, a non-defaulting party shall be entitled to receive from the defaulting party any unpaid amounts owing to the non-defaulting party hereunder at the time of such termination. Except as provided in this Section XIII.F, the remedies provided in Section XIII.C, E and G shall be the parties' exclusive remedies in the event of a default by a party hereunder.

G. If a party incurs attorneys' fees or other expenses in the enforcement or defense of its rights under this Agreement, then the substantially prevailing party shall be reimbursed by the other party for all such reasonable fees and expenses incurred, including attorneys' fees and court costs, if any.

H. In the event any agreement or covenant contained in this Agreement should be breached by one party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE XIV. FORCE MAJEURE

A. Except as herein provided, if any party is rendered unable, wholly or in part, by Force Majeure, to carry out its obligations other than any payment obligation under this Agreement, that party shall give to the other party prompt written notice of the Force Majeure with reasonably full particulars concerning it. Thereupon the obligations of the party giving the notice, so far as they are affected by the Force Majeure, shall be suspended during, but no longer than the continuance of, the Force Majeure, and for a reasonable time thereafter if required to remedy any physical damages and/or place the Facility back in operation.

B. During any period in which COMPANY and/or CASELLA is excused from accepting and/or processing Acceptable Waste or MUNICIPALITY is excused from causing to be delivered such Waste by reason of the occurrence of an event of Force Majeure, the party so excused shall promptly, diligently and in good faith take all reasonable action required in order for it to be able to commence or resume performance of its obligations under this Agreement. Without limiting the generality of the foregoing, the party so excused from performance shall, during any such period of Force Majeure, take all actions reasonably necessary to obtain and/or terminate as the case may be any temporary restraining orders, preliminary or permanent injunctions, approvals, licenses or permits needed to enable it to so commence or resume performance of its obligations under this Agreement.

C. The party whose performance is excused due to the occurrence of an event of Force Majeure shall, during such period, keep the other party duly notified of all such actions required in order for it to be able to commence or to resume performance of its obligations under this Agreement.

ARTICLE XV. ASSIGNMENT, TRANSFER OF THE FACILITY, DELEGATION

A. Except as hereinafter provided in this Article, this Agreement shall not be assigned in whole or in part by any party without the prior written consent of the other parties. Subject to Article XV.C hereof, COMPANY may assign this Agreement (1) at its expense to a person, firm or corporation acquiring all or substantially all of the business

and assets of COMPANY provided that (a) the assignee assumes the obligations of COMPANY and CASELLA arising hereunder from and after the date of acquisition, and (b) such assignee has the financial, technical and operational ability and capacity adequately to perform the obligations of COMPANY and CASELLA under this Agreement; and (2) as security to entities providing financing for construction, reconstruction, modification, replacement or operation of the Facility, provided that any such entity enter into a recognition, assumption and non-disturbance-type agreement on terms reasonably satisfactory to MUNICIPALITY.

COMPANY and CASELLA hereby agree that neither will sell or otherwise transfer, assign or convey to any person the Facility, or the business or assets of CASELLA or COMPANY, as applicable, or all or substantially all of the stock of CASELLA or COMPANY, unless, as part of such transfer, assignment or conveyance, the transferee agrees to assume this Agreement in its entirety and to be bound by and perform all obligations of COMPANY and CASELLA.

B. In furtherance of the provisions of Subarticle A above, and without limitation thereof, MUNICIPALITY affirmatively consents to the assignment, as security, of this Agreement and the Facility to any lender providing financing to COMPANY or with respect to the Facility, and agrees that it will execute and deliver such consents and assignments and certification in connection therewith or in connection with modifications or replacements of such financings as may be reasonably requested of it, provided that any such lender enters into a recognition, assumption and non-disturbance-type agreement on terms reasonably satisfactory to MUNICIPALITY. MUNICIPALITY further agrees that in the event of an assumption of the obligations of COMPANY and CASELLA under this Agreement by an assignee of this Agreement or transferee of the Facility as set forth in Article XV.A above, this Agreement shall inure to the benefit of, and MUNICIPALITY will be bound hereunder to, such assignee or transferee, and neither COMPANY nor CASELLA shall have any liability for any obligation arising from and after the date of such assignment or transfer.

C. In furtherance of Subarticles A and B of this Article XV, COMPANY will provide reasonable notice (at least as long a notice period as required by the Maine Department of Environmental Protection for consent to any such transfer or assignment) to MUNICIPALITY of any proposed transfer of the Facility or assignment of this Agreement requiring Maine DEP approval.

In the event of any proposed transfer, assignment or conveyance not requiring Maine DEP approval, COMPANY will make a good faith effort to cooperate with and assist MUNICIPALITY in its review of the financial, operational and organizational capacity/ability of any proposed assignee/transferee to assume the obligations of this Agreement, including providing information or documentation that COMPANY has that MUNICIPALITY needs to review the proposed assignment or transfer; provided, however, that the consent of MUNICIPALITY to any such transfer, assignment or conveyance shall not be required.

Provided the proposed transferee possesses the requisite capability, MUNICIPALITY agrees it will execute and deliver such consents, assignments and/or certificates in connection with any assignments of this Agreement or transfer of the Facility as may be reasonably requested of it with respect to any permitted transfer or assignment, but without cost or charge to MUNICIPALITY. MUNICIPALITY agrees that such transfer or assignment requiring the approval of the Maine Department of Environmental Protection (or any successor agency) will be permissible if the Maine Department of Environmental Protection (or any successor agency) reviews and accepts the proposed transferee or assignee.

ARTICLE XVI. INDEMNITY BY COMPANY & CASELLA

COMPANY and CASELLA, jointly and severally, shall defend, indemnify and hold harmless MUNICIPALITY and its officers, agents, and employees from and against all claims, demands, actions, proceedings, damages, losses and liability resulting from, arising out of, or related to the receipt, handling, use, storage, shipment, transportation or disposal of any waste, including without limitation Acceptable Waste and Unacceptable Waste, by Company or Casella following acceptance thereof at the Facility or any Alternate Disposal Facility, unless such Unacceptable Waste is intentionally concealed from Company or Casella by Municipality or any agent thereof. Without limiting the generality of the foregoing, such obligations include any shipment, transportation or disposal of any such Waste to PERC or to Juniper Ridge Landfill or to any other facility.

ARTICLE XVII. MUTUAL RELEASE BY MUNICIPALITY, COMPANY & CASELLA

MUNICIPALITY, COMPANY and CASELLA hereby release each other party and all parties, including their respective officers, agents, and employees from and against any and all claims, demands, actions, remedies, damages, losses and liability which have arisen, will arise, or could have arisen, out of the existence, performance or acts or inaction, known or unknown, of each and all of the parties to the 2007 WHA.

ARTICLE XVIII. APPLICABLE LAW; DISPUTE RESOLUTION

A. Governing Law. The law of the State of Maine shall govern the validity, interpretation, construction and performance of this Agreement.

B. Settlement. The parties agree that before resorting to non-binding arbitration pursuant to this Section, they shall attempt to come to a reasonable settlement of any dispute (i) by having their authorized representatives attempt to negotiate a resolution of the dispute for a period of 30 days, and, if not resolved by the authorized representatives, then (ii) if there are such more senior members of management, by having other more senior members of each party's management, who have had no previous involvement in the

dispute, but who have the authority to resolve the dispute, attempt to negotiate a resolution of the dispute for an additional 15 days.

C. Agreement to Non-Binding Arbitration. In the event settlement of a dispute is not timely achieved, the parties agree that any disputes that may arise between them (including but not limited to any controversies or claims arising out of or relating to this Agreement or any alleged breach thereof, and any dispute over the interpretation or scope of this arbitration clause, but excluding those matters to be referred to the Independent Consultant) shall be attempted to be resolved by non-binding arbitration as described in this Section.

D. Selection of Panel. In the event settlement is not achieved and non-binding arbitration is necessary, a panel of three arbitrators will hear and decide the dispute. Each of COMPANY and MUNICIPALITY will select an arbitrator and the arbitrators selected by such parties will, within 14 days of the appointment of the second of them, select the third arbitrator, who shall be a retired or former judge. The panel of three arbitrators shall consist of individuals who shall not have then or previously had any significant relationship with any of the parties and who shall sit as neutral arbitrators.

E. Choice of Law. The non-binding arbitration panel shall have the right only to interpret and apply the terms and conditions of this Agreement in question in accordance with the laws of the State of Maine and may not alter or modify any such term or condition. The Maine Rules of Civil Procedure and the Maine Rules of Evidence in effect at the time of any arbitration proceedings under this Agreement shall be applied in all such proceedings.

F. Venue. The non-binding arbitration proceedings shall be conducted in Portland, Maine, or in such other location as the parties may agree in writing.

G. Arbitration Award. The arbitration award shall be non-binding, provided that upon written agreement of the parties application may be made in any court of competent jurisdiction for confirmation of the arbitration award and entry of judgment in conformity therewith. The arbitration panel shall make written findings of fact and conclusions of law, or, if the parties agree that such formal findings and conclusions are not required, the arbitration panel shall prepare a reasoned opinion.

H. Limitation on Damages. No party shall be entitled to punitive or treble damages as part of the non-binding arbitration award.

I. Expenses of Arbitration. Each party shall be responsible for payment of fees and expenses to its designated arbitrator, and the parties shall share equally the fees and expenses of the third arbitrator and other expenses. Each party shall be responsible for payment of its own attorney fees.

J. Litigation. In the event that any dispute between the parties becomes the subject of a court proceeding subsequent to completion of the non-binding arbitration ("litigation"), the parties agree that (a) the arbitration award, including findings of fact and conclusions of law, or the reasoned opinion, shall be admissible into evidence in the litigation; (b) the parties waive their rights to demand trial by jury and the litigation shall be decided by a judge sitting without a jury; (c) the exclusive venue for any litigation shall be the State of Maine Superior Court, Cumberland County; and (d) no party to litigation shall be entitled to receive any punitive or treble damages.

K. Acknowledgment of Non-Binding Arbitration. The parties hereto acknowledge that this document contains an agreement to engage in non-binding arbitration. After signing this document, each party understands that it will not in the first instance be able to bring a lawsuit concerning any dispute that may arise which is covered by this non-binding arbitration agreement except as provided in this section or unless it involves a question of constitutional law or civil rights. Instead, each party has agreed to submit any such dispute to a panel of arbitrators as described herein.

ARTICLE XIX. AGREEMENT AMENDMENT

No amendments to this Agreement may be made except in writing signed by each party.

ARTICLE XX. SEVERABILITY

In the event any covenant, condition or provision of this Agreement is held to be invalid or unenforceable by a final judgment of a court of competent jurisdiction, the invalidity or unenforceability thereof shall in no way affect any of the other covenants, conditions or provisions hereof; provided, however, that such remaining covenants, conditions and provisions can hereafter be applicable and effective without materially changing the obligations of any party.

ARTICLE XXI. RELATIONSHIP OF THE PARTIES

Nothing herein shall be deemed to constitute any party a partner, agent, or local representative of the other party or to create any fiduciary relationship between or among the parties. The parties shall at all times act in good faith and with a duty of fair dealing with respect to one another.

ARTICLE XXII. REPRESENTATIVES

The authorized representatives of each of the parties for the purposes hereof shall be such persons as the parties may from time to time designate in writing.

ARTICLE XXIII. NOTICES

All notices herein required or permitted to be given or furnished under this Agreement by either party to the other shall be in writing, and shall be deemed sufficiently given and served upon the other party if sent by certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

If to COMPANY:

Pine Tree Waste, Inc.
87 Pleasant Hill Road
Scarborough, ME 04074
Attn: Stuart Axelrod

If to CASELLA:

Casella Waste Systems, Inc.
25 Greens Hill Lane
P.O. Box 866
Rutland, VT 05701
Attn: Brian Oliver, Regional Vice President

With a copy to:

Casella Waste Systems, Inc.
25 Greens Hill Lane
P.O. Box 866
Rutland, VT 05701
Attn: David L. Schmitt, General Counsel

If to MUNICIPALITY: As set forth in Appendix A

With a copy to:

Marilyn E. Mistretta, Esq.
Marcus, Clegg & Mistretta, P.A.
One Canal Plaza, Suite 600
East Tower
Portland, ME 04101

Each party shall have the right, from time to time to designate a different person and/or address by notice given in conformity with this section.

ARTICLE XXIV. BINDING EFFECT AND LIMITATION OF LIABILITIES

The Agreement shall be binding upon and inure to the benefit of COMPANY and MUNICIPALITY and their respective successors or assignees. No director, officer, employee or agent of COMPANY or of CASELLA, shall have any liability for the payment or performance of any obligation of COMPANY or of CASELLA hereunder, any such liability being forever waived, released and discharged by MUNICIPALITY. No municipal official, officer, agent or employee of MUNICIPALITY shall have any

liability for the payment or performance of any obligation of MUNICIPALITY hereunder, any such liability being forever waived released and discharged by COMPANY.

ARTICLE XXV. OTHER DOCUMENTS

Each party promises and agrees to execute and deliver any instruments and to perform any acts which may be necessary or reasonably required in order to give full effect hereto.

ARTICLE XXVI. HEADINGS; CONSTRUCTION

Captions and headings herein are for ease of reference and do not constitute a part of this Agreement. For purposes of construing and interpreting this Agreement, which is the product of detailed, arms' length negotiations between the parties and their respective counsel, neither party shall be deemed to be the drafter of this Agreement.

ARTICLE XXVII. COUNTERPARTS

The Agreement may be executed in more than one counterpart, each of which shall be deemed an original and all of which together shall constitute the same agreement.

ARTICLE XXVIII. INTEGRATION; NO THIRD PARTY BENEFICIARIES

This Agreement is intended by the parties to integrate all prior discussions and writings, including memoranda and e-mail messages, term sheets, and similar expressions of intent into a single, complete statement of the understandings of the parties with respect to the matters covered by this Agreement documents referred to herein. Accordingly, the parties agree that this Agreement supersedes all prior agreements and understandings between the parties with respect to their subject matter and constitute (along with the documents referred to in this Agreement a complete and exclusive statement of the terms of the agreement between the parties with respect to their subject matter. In addition, the parties agree that this Agreement may not be amended except by a written agreement executed by the party to be charged with the amendment. The parties further agree and acknowledge that

(i) this Agreement has not been entered into under undue time pressure, and that each party has had an adequate opportunity to review this Agreement with counsel,

(ii) no oral assurances have been given by any party that this Agreement is an interim agreement or that a more comprehensive agreement is or will be forthcoming,

(iii) there are no oral conditions or promises that supplement or modify the Agreement, and

(iv) this Article XXVIII does not constitute "boilerplate", but rather is a critical substantive provision of the Agreement.

There are no third party beneficiaries to this Agreement

ARTICLE XXIX. CONSENTS

To the extent that the consent of any party to this Agreement is required to any action of any other party pursuant to any provision of this Agreement, such consent will not be unreasonably withheld, delayed or conditioned, except as otherwise expressly provided herein.

**ARTICLE XXX. HOUSEHOLD HAZARDOUS WASTE;
CONSTRUCTION AND DEMOLITION WASTE; RECYCLING**

A. COMPANY and CASELLA will work cooperatively with MUNICIPALITY in establishing collection days for Household Hazardous Wastes. In the event that MUNICIPALITY establishes and maintains in effect such a program, COMPANY will pay to MUNICIPALITY in support of such one-day program, on an annual basis, and upon submission of evidence of the reasonable cost of such one-day program, an amount equal to fifty percent (50%) of the cost of any such program to MUNICIPALITY.

B. COMPANY agrees to work cooperatively with MUNICIPALITY in its efforts to create a comprehensive approach for a recyclables program.

IN WITNESS WHEREOF the parties have executed this Agreement on the 9th day of ~~December, 2012.~~ January, 2013

WITNESS: V. Lamine Rose THE TOWN OF OLD ORCHARD
BEACH, MAINE

By: [Signature]
Its: Town Manager

WITNESS: [Signature]

PINE TREE WASTE, INC.

By: [Signature]
Its: V.P.

WITNESS: [Signature]

CASELLA WASTE SYSTEMS, INC.

By: [Signature]
Its: V.P.

APPENDIX A

1. Name and address of MUNICIPALITY:

The Town of Old Orchard Beach, Maine
One Portland Avenue
Old Orchard Beach, ME 04064

2. Contact Person: Mark Pearson, Town Manager

3. Term of Agreement: The term of this Agreement shall begin January 1, 2013 and end June 30, 2025.

ATTACHMENT H

PUBLIC NOTICES

**PUBLIC NOTICE
OF INTENT TO FILE**

Please take notice that The Town of Old Orchard Beach, 1 Portland Avenue, Old Orchard Beach, Maine 04064, 207-934-5626 is intending to file an application with the Maine Department of Environmental Protection (DEP) on or about January 11, 2016, pursuant to the provisions of 38 M.R.S.A., Section 1301 et. seq. and Maine's Solid Waste Management Regulations.

The application is for the transfer of trash bags from downtown waste barrels to an enclosed stake body truck with no overnight storage seasonally from May to October at the Milliken Street Parking Lot at the corner of Milliken Street and Walnut Street in Old Orchard Beach, Maine.

Owned by The Town of Old Orchard Beach and operated by The Town of Old Orchard Beach.

According to Department regulations, interested parties must be publicly notified, written comments invited, and if justified, an opportunity for public hearing given. A request for a public hearing, or that the Board of Environmental Protection assume jurisdiction of the application, must

PUBLIC NOTICES

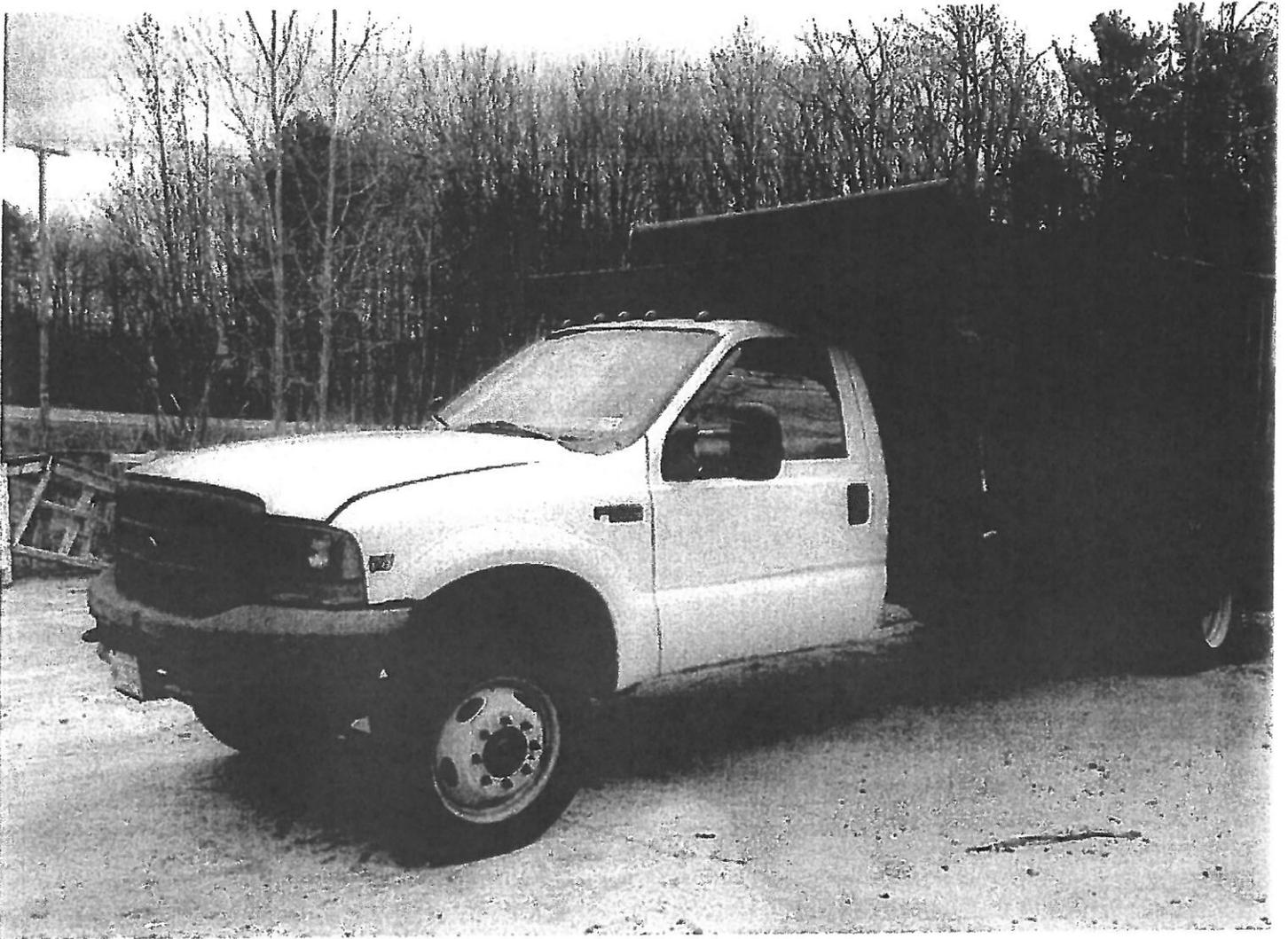
be received by the Department, in writing, no later than 20 days after the application is accepted by the Department as complete for processing.

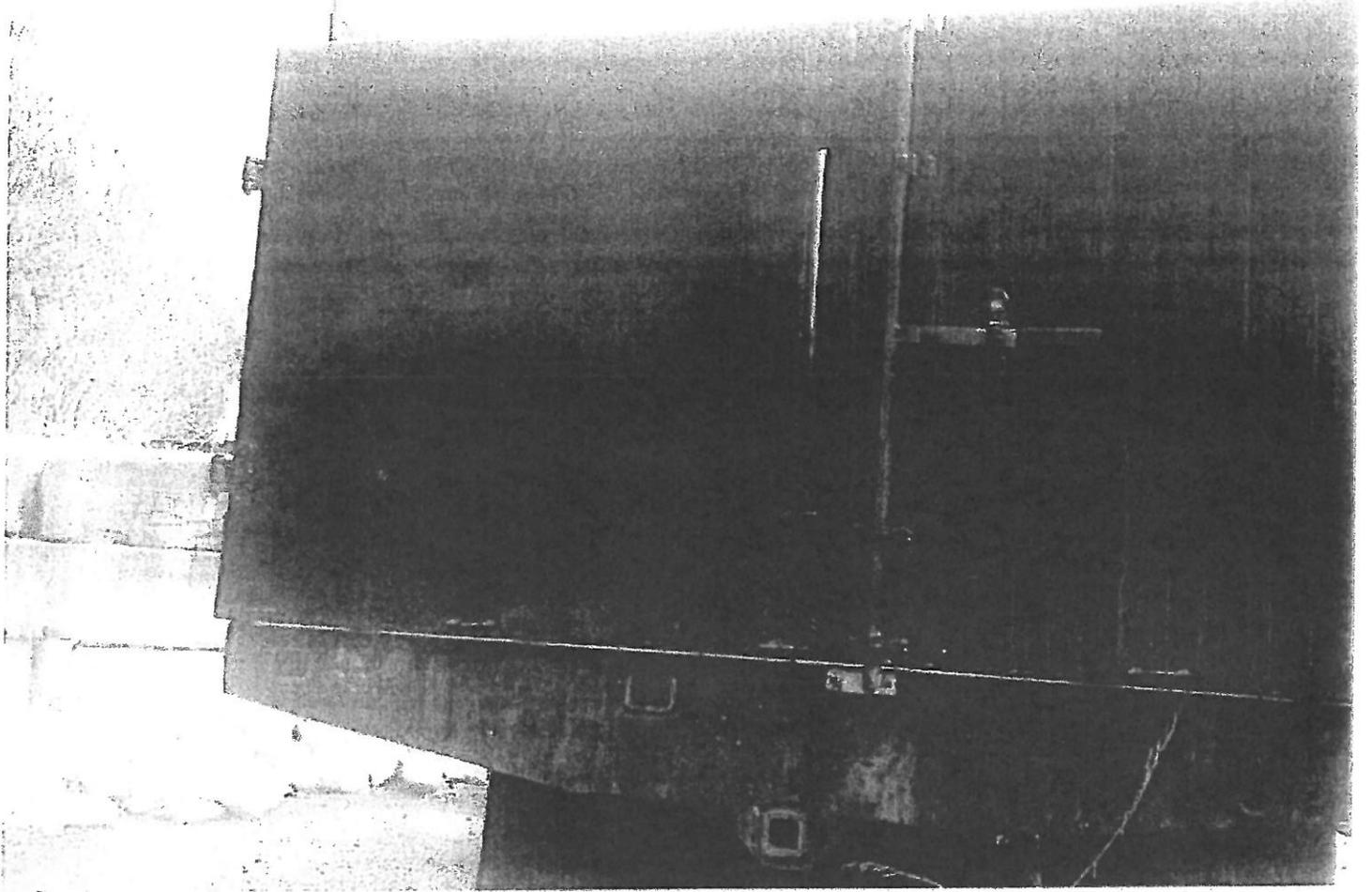
The application and supporting documentation are available for review at the Bureau of Remediation and Waste Management (BRWM) at the appropriate DEP regional office, during normal working hours. A copy of the application and supporting documentation may also be seen at the municipal office in Old Orchard Beach, Maine.

Send all correspondence to: Maine Department of Environmental Protection, Bureau of Remediation and Waste Management, 17 State House Station, Augusta, Maine 04333-0017, (207-287-2651 or 1-800-452-1942), or to the appropriate regional office, if known.

(1/9/16)







ATTACHMENT K



ATTACHMENT L

TO: Larry Mead, Town Manager DATE: January 4, 2015
FROM: Stephanie Hubbard, PE PROJECT NO.: MCVME
SUBJECT: Milliken Street Transfer Station – Stormwater Review

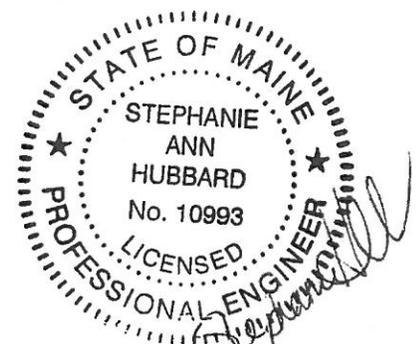
This memorandum has been prepared as a summary of stormwater management associated with the layout of the Milliken Street Transfer Station in support of the Town of Old Orchard Beach Solid Waste Permit Application.

The project includes the construction of a 20-ft by 40-ft transfer station building and small driveway for access to and from the proposed building. This transfer station building is proposed to be located at the back (northwest side) of the existing Milliken Street parking lot, location as noted in the plans accompanying this application.

The original design of the Milliken Street included the use of subsurface storm drain infrastructure for a majority of the parking lot and a small portion of overland flow to direct runoff to a constructed detention basin located on the northern portion of the site. In the area of the proposed building, a portion of the access roadway at the back of the parking lot drains to a small ditch line directing runoff to this detention pond. No changes in the overall drainage patterns at the site are proposed or expected. The proposed building will be located and off-set from this travel aisle. Minor regrading will be required to relocate this ditch line around the building, continuing to direct runoff to the detention basin.

Based on review of the previous stormwater analysis conducted for the construction of the parking lot, the design of the detention basin was developed to accommodate flows from both the parking lot, as constructed on the site today, as well as a planned future parking area (approximately additional 210 parking spaces which equated to an additional approximate 2.6 acres of impervious surfaces). Based on this, we have concluded that the existing detention pond has adequate capacity to handle the additional 2,000 square feet of impervious surfaces that will be created for the transfer station building and that that post-construction runoff will be less than or equal to pre-construction runoff conditions.

Should you have any questions or require additional information, please do not hesitate to contact me.



ATTACHMENT M

TO: Larry Mead, Town Manager DATE: January 13, 2016
FROM: Stephanie Hubbard, PE PROJECT NO.: MCVME
SUBJECT: Milliken Street Transfer Station – Geotechnical Evaluation

This memorandum has been prepared to provide additional context related to the geotechnical conditions at the site.

The project includes the construction of a 20-ft by 40-ft transfer station building and small driveway for access to and from the proposed building. This transfer station building is proposed to be located at the back (northwest side) of the existing Milliken Street parking lot, location as noted in the plans accompanying this application.

As part of the original design of the Milliken Street parking lot, comfort station (restroom) on the southwest corner of the parcel and the contemplation of utility lines along Milliken Street, Summit Geoengineering Services was retained to prepare a geotechnical report. The geotechnical report dated May 2006 indicated the borings included pavement overlying fill overlying glacial marine deposits and swamp deposits were encountered overlying the glacial marine deposits. The low bearing strength deposits were accommodated for during the design and foundation recommendations for the restroom facility (located on site).

While there are no existing borings located within the limits of the proposed building, based on our understanding and information made available during the construction of the parking lot, including excavation for storm drain lines and light posts, the materials excavated during construction of the parking lot were consistent with information contained in this report. While we cannot guarantee the conditions at the site, anecdotal information suggests consistent conditions. Additional data may be obtained as part of the final building and foundation design by the selected contractor.

Should you have any questions or require additional information, please do not hesitate to contact me.

