

Casco-Naples Transfer Station Council

Agenda

Wednesday, December 20, 2023

6 PM

Naples Town Office

1. Call to Order
2. Approval of Meeting Minutes – August 3, 2023
3. Public Participation
(Items not on the agenda that members of the public may wish to discuss)
4. New Business
 - a. Introduction of new Naples Town Manager and Casco Representative (John Winslow)
 - b. Transitioning for Bulky Waste Coupons
 - c. FY25 Budget Timeline
 - d. Updated Operation Manual
5. Old Business
 - a. Facility Improvement Project Update and updated anticipated costs
6. Facility Manager's Report
7. Other Business
 - a. Next Meeting – TBD
8. Adjourn

Casco/Naples Transfer Station & Bulky Waste Facility Improvements Construction Opinion of Probable Costs

<i>Item Description</i>	<i>U/M</i>	<i>Quantity</i>	<i>Unit Cost</i>	<i>Total Cost</i>
SITE PREPARATION				
Clearing & Stump Removal	AC	1.4	\$7,500	\$10,500
Demolition	LS	1	\$30,000	\$30,000
Cut Down Wing Walls	LS	1	\$10,000	\$10,000
Strip\Grub	CY	1,500	\$20	\$30,000
				\$80,500
TEMPORARY TRANSFER STATION				
Reinforced Concrete Pad	SY	34	\$440	\$14,960
Agg Subbase Course Type D	CY	170	\$35	\$5,950
Agg Base Course Type A	CY	235	\$45	\$10,575
Secondary Underground Electric	LF	45	\$130	\$5,850
Metal Swing Gate	EA	2	\$4,000	\$8,000
Chainlink Fence	LF	450	\$40	\$18,000
				\$63,335
EARTHWORK				
Common Excavation	CY	4,000	\$25	\$100,000
Granular Borrow	CY	3,600	\$30	\$108,000
Structural Fill	CY	3,000	\$40	\$120,000
Export Unsuitable	CY	3,000	\$25	\$75,000
Crushed Stone	CY	400	\$45	\$18,000
Rock Excavation	ALLOW	1	\$10,000	\$10,000
				\$431,000
ELECTRICAL				
Secondary Underground Electric Wiring	LF	550	\$100	\$55,000
Secondary Underground Electric Conduit	LF	550	\$50	\$27,500
				\$82,500
EROSION CONTROL				
Erosion Control Measures	LS	1	\$30,000	\$30,000
				\$30,000
PAVEMENT/ GRAVEL				
Agg Subbase Course Type D	CY	2,800	\$35	\$98,000
Agg Base Course Type A	CY	560	\$45	\$25,200
HMA 19.0 mm Base Pavement	TN	450	\$120	\$54,000
HMA 9.5 mm Surface Pavement	TN	350	\$130	\$45,500
Reclaimed Asphalt Pavement	CY	120	\$60	\$7,200
Paint Markings/Striping	LS	1	\$1,500	\$1,500
				\$231,400
CONCRETE - TRANSFER STATION				
Reinforced Concrete Pad	SY	475	\$475	\$225,625
Structural Concrete - Retaining Walls	CY	1,250	\$600	\$750,000
				\$975,625

STORM DRAINAGE				
Remove Culverts	EA	8	\$750	\$6,000
Foundation Drain - Retaining Wall	LF	1,100	\$50	\$55,000
12" Storm Drain	LF	220	\$160	\$35,200
15" Storm Drain	LF	700	\$180	\$126,000
18" Storm Drain	LF	380	\$200	\$76,000
48" Catch Basin	EA	4	\$6,000	\$24,000
24" x 24" F-basin	EA	1	\$3,000	\$3,000
BMP Restoration/Construction	EA	3	\$30,000	\$90,000
Ditching	LF	2,700	\$15	\$40,500
				\$449,700
SEWER				
Relocate/Reconnect Existing Septic Tank	ALLOW	1	\$6,000	\$6,000
				\$6,000
FENCING, GUARDRAIL, AND SIGNAGE				
Remove and Reset Fence	LF	1,300	\$50	\$65,000
Slide Gate	EA	1	\$15,000	\$15,000
Signage	ALLOW	1	\$5,000	\$5,000
Guardrail	LF	250	\$50	\$12,500
Guardrail Terminal End	EA	4	\$4,500	\$18,000
4' Chainlink Fence on Wall	LF	185	\$40	\$7,400
				\$122,900
LANDSCAPING				
Plantings	ALLOW	1	\$10,000	\$10,000
Loam,seed & mulch	SY	3,050	\$5	\$13,725
				\$23,725
SUB TOTAL				\$2,496,685
BONDS (2%)				\$ 49,933.70
MOBILIZATION & GENERAL CONDITIONS (5%)				\$ 124,834.25
CONTINGENCY (15%)				\$ 374,502.75
ESTIMATED PROJECT COST				\$ 3,045,955.70

Add Alternate 1: Bulky Waste Retaining Wall Improvements Construction Opinion of Probable Costs

<i>Item Description</i>	<i>U/M</i>	<i>Quantity</i>	<i>Unit Cost</i>	<i>Total Cost</i>
SITE PREPARATION				
Demolition	LS	1	\$20,000	\$20,000
				\$20,000
EARTHWORK				
Common Excavation	CY	1,550	\$25	\$38,750
Granular Borrow	CY	550	\$30	\$16,500
Structural Fill	CY	1,000	\$40	\$40,000
Export Unsuitable	CY	1,000	\$25	\$25,000
Crushed Stone	CY	72	\$45	\$3,240
Rock Excavation	ALLOW	1	\$2,000	\$2,000
				\$125,490
EROSION CONTROL				
Erosion Control Measures	LS	1	\$5,000	\$5,000
				\$5,000
PAVEMENT/ GRAVEL				
Agg Subbase Course Type D	CY	210	\$35	\$7,350
Agg Base Course Type A	CY	510	\$45	\$22,950
Reclaimed Asphalt Pavement	CY	475	\$60	\$28,500
				\$58,800
CONCRETE				
Reinforced Concrete Pad	SY	360	\$475	\$171,000
Structural Concrete - Retaining Walls	CY	280	\$600	\$168,000
				\$339,000
FENCING, GUARDRAIL, AND SIGNAGE				
Remove and Reset Fence	LF	40	\$50	\$2,000
Signage	ALLOW	1	\$1,500	\$1,500
				\$3,500
SUB TOTAL				
				\$551,790
BONDS (2%)				\$ 11,035.80
MOBILIZATION & GENERAL CONDITIONS (5%)				\$ 27,589.50
CONTINGENCY (15%)				\$ 82,768.50
ESTIMATED PROJECT COST				\$ 673,183.80

Add Alternate 2: Access Drive Paving Construction Opinion of Probable Costs

<i>Item Description</i>	<i>U/M</i>	<i>Quantity</i>	<i>Unit Cost</i>	<i>Total Cost</i>
EROSION CONTROL				
Erosion Control Measures	LS	1	\$5,000	\$5,000
				\$5,000
PAVEMENT/ GRAVEL				
Agg Base Course Type A	CY	120	\$45	\$5,400
HMA 19.0 mm Base Pavement	TN	152	\$120	\$18,240
HMA 9.5 mm Surface Pavement	TN	114	\$130	\$14,820
Paint Markings/Striping	LS	1	\$500	\$500
				\$38,960
FENCING, GUARDRAIL, AND SIGNAGE				
Chainlink Fence	LF	45	\$50	\$2,250
Slide Gate	EA	1	\$15,000	\$15,000
Signage	ALLOW	1	\$1,000	\$1,000
				\$18,250
SUB TOTAL				\$62,210
BONDS (2%)				\$ 1,244.20
MOBILIZATION & GENERAL CONDITIONS (5%)				\$ 3,110.50
CONTINGENCY (15%)				\$ 9,331.50
ESTIMATED PROJECT COST				\$ 75,896.20

NOT FOR
CONSTRUCTION

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SEBAGO
TECHNICS

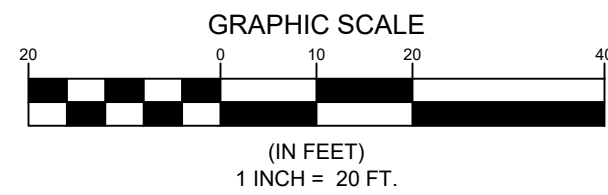
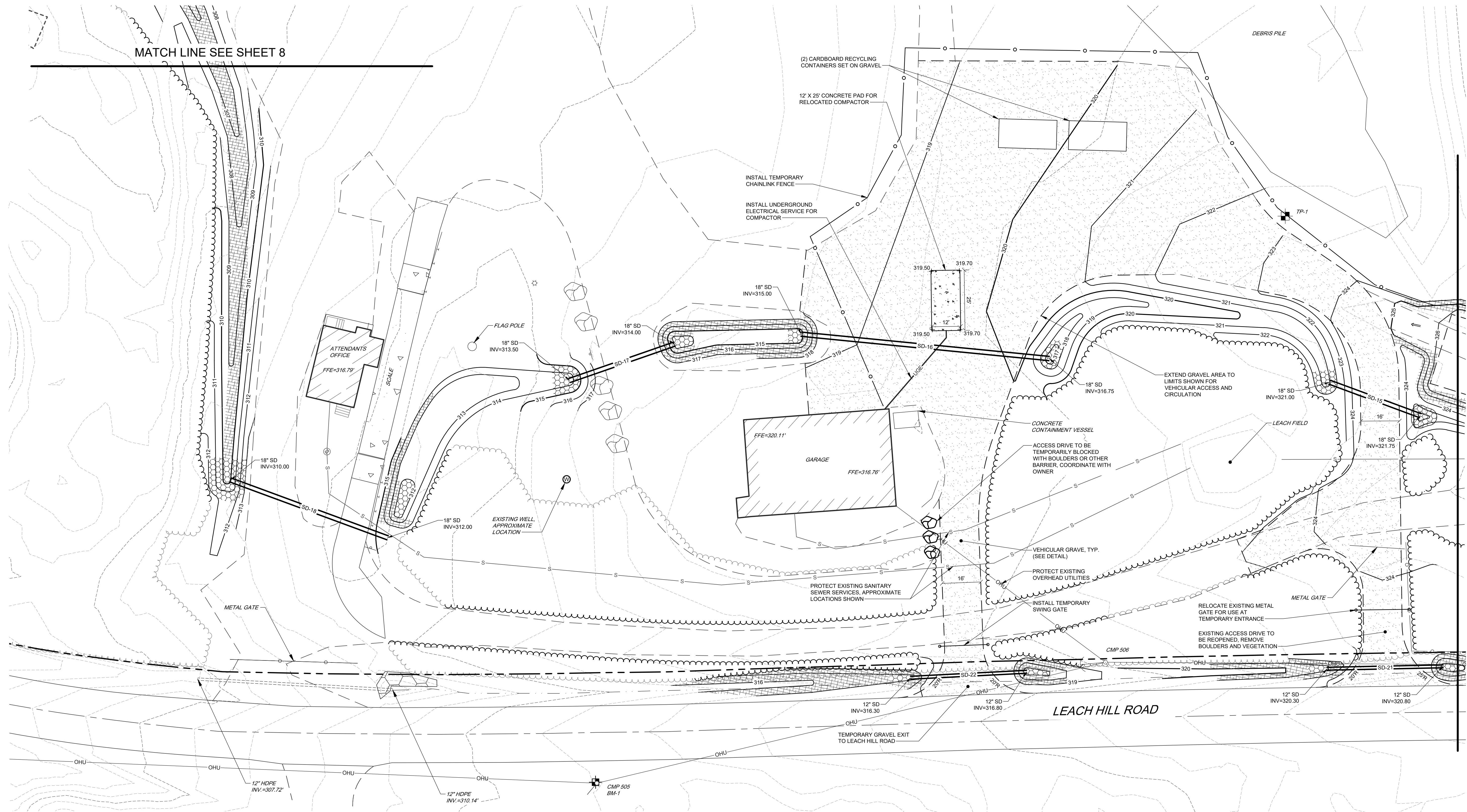
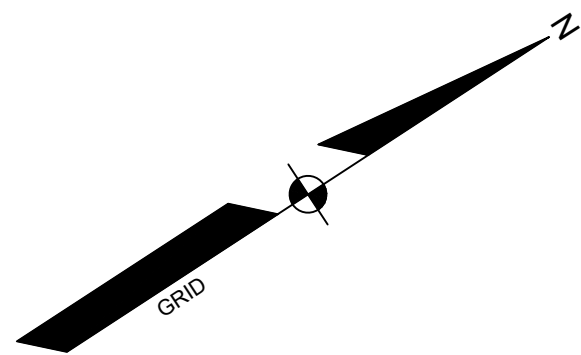
775 John Roberts Rd.
Suite 4A
South Portland, ME 04106
Tel. 207-200-2100

COVER SHEET
OF: **BULKY WASTE & TRANSFER STATION IMPROVEMENTS**
LEACH HILL ROAD
CASCO, MAINE 04015
FOR: **TOWNS OF CASCO & NAPLES**
CASCO - 635 MEADOW ROAD
CASCO, ME 04015
NAPLES - P.O. BOX 1757
NAPLES, ME 04055

DESIGNED	JBP
DRAWN	DAB
CHECKED	OAM
DATE	11/23/2022
SCALE	1" = 100'
PROJECT	20081

F:\Projects\20000\20081\DWG\Design\20081 C.dwg - 12/8/2023 5:00 PM - JEFF POLLARD

F:\Projects\20080202008\1DWG\Design\20081 5-TEMP.dwg - 12/28/2023 3:00 PM - JEFF POLLARD



20081 5-TEMP.dwg, TAB: TEMPORARY TRANSFER STATION PLAN

TEMPORARY TRANSFER STATION PLAN
OF:
BULKY WASTE & TRANSFER STATION IMPROVEMENTS
LEACH HILL ROAD
CASCO, MAINE 04015
FOR:
CLIENT NAME
CASCO - 635 MEADOW ROAD
CASCO, ME 04015
NAPLES - P.O. BOX 1757
NAPLES, ME 04055

DESIGNED	JBP
DRAWN	DAB
CHECKED	OAM
DATE	11/23/2022
SCALE	1" = 20'
PROJECT	20081

SHEET 4 OF 23

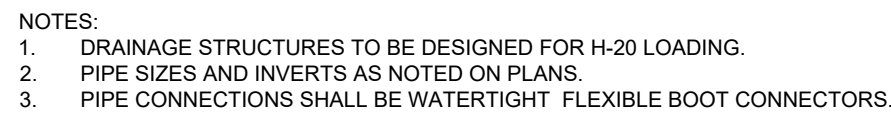
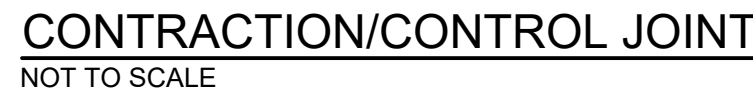
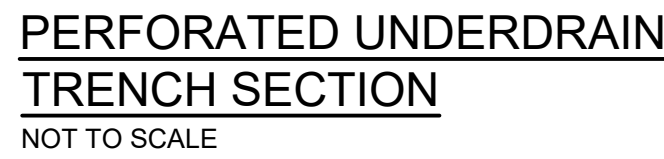
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	B	OAM	12-08-2023	FOR REVIEW
	A	OAM	08-02-2023	FOR REVIEW
	REV	BY	DATE	STATUS

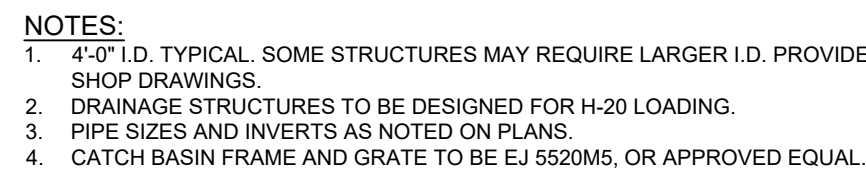
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OWENS A. MCCULLOUGH PE # 7122

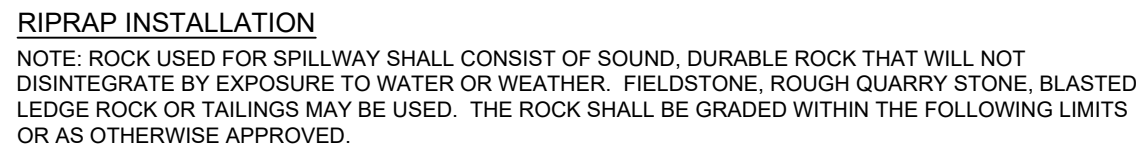
NOT FOR
CONSTRUCTION



PRECAST MANHOLE
NOT TO SCALE

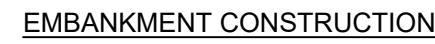


CATCH BASIN
NOT TO SCALE



EXPOSED STONES SHALL BE ANGULAR AND AS NEARLY RECTUANGULAR IN CROSS-SECTION AS PRACTICABLE. ROUNDED BOULDERS AND COBBLES WILL NOT BE PERMITTED.

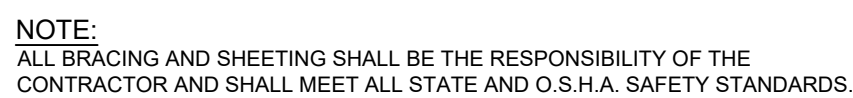
EMERGENCY SPILLWAY CROSS-SECTION



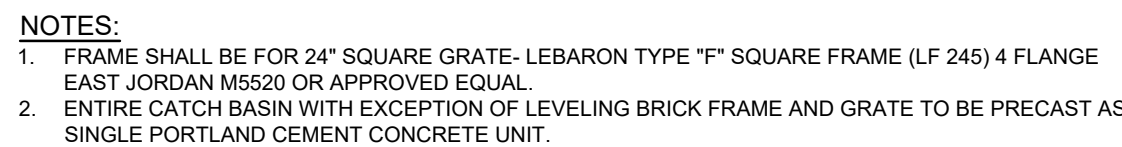
1. CONSTRUCTION OF COMMON BORROW MATERIAL MEETING M.D.O.T. SPECIFICATION
2. PLACE BORROW MATERIAL IN 12" LIFTS COMPACTED TO 95% OF MAXIMUM STANDARD PROCTOR DENSITY
3. INSTALL RIPRAP AND EROSION CONTROL MESH WHERE SPECIFIED ON PLANS
4. LOAM, SEED, AND STABILIZE IN ACCORDANCE WITH SEDIMENTATION AND EROSION CONTROL PLAN.

RETENTION POND SECTION

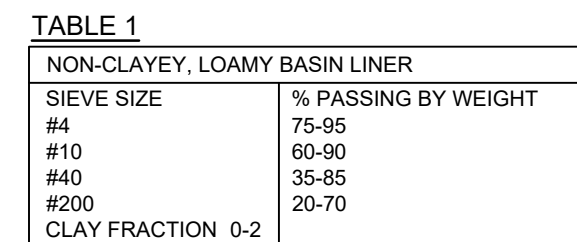
NOT TO SCALE



TRENCH SECTION
NOT TO SCALE



TYPE "F" CATCH BASIN
NOT TO SCALE



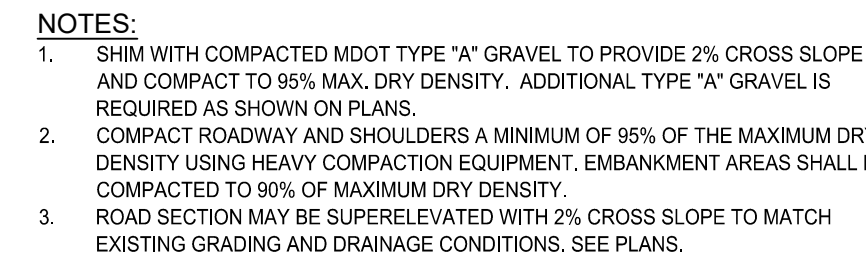
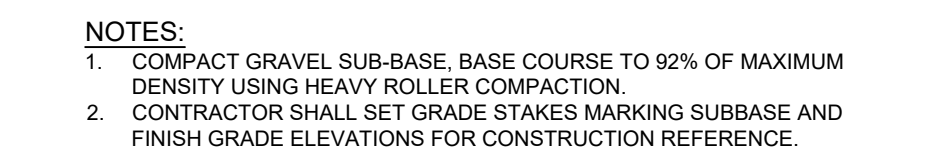
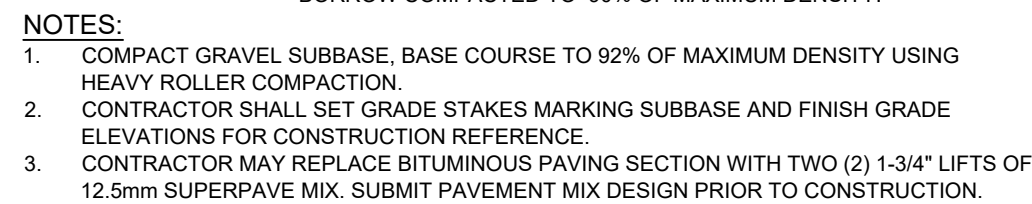
- INFILTRATION BASIN CONSTRUCTION OVSIGHT NOTES:**
- THE APPLICANT WILL RETAIN THE SERVICES OF A PROFESSIONAL ENGINEER TO INSPECT THE CONSTRUCTION AND STABILIZATION OF ALL STORMWATER MANAGEMENT STRUCTURES. IF NECESSARY, THE INSPECTING ENGINEER WILL INTERPRET THE CONSTRUCTION PLAN FOR THE CONTRACTOR. ONCE ALL STORMWATER MANAGEMENT STRUCTURES ARE CONSTRUCTED AND STABILIZED, THE INSPECTING ENGINEER WILL NOTIFY THE DEPARTMENT IN WRITING WITHIN 30 DAYS TO STATE THAT THE POND HAS BEEN COMPLETED. ACCOMPANYING THE ENGINEER'S NOTIFICATION MUST BE A LOG OF THE ENGINEER'S INSPECTIONS GIVING THE DATE OF EACH INSPECTION, THE TIME OF EACH INSPECTION, AND THE ITEMS INSPECTED ON EACH VISIT, AND INCLUDE ANY REQUIRED TESTING DATA OR SIEVE ANALYSIS DATA

1. **CONSTRUCTION SEQUENCE:** THE SOIL FILTER MEDIA AND VEGETATION MUST NOT BE INSTALLED UNTIL THE AREA THAT DRAINS TO THE FILTER HAS BEEN PERMANENTLY STABILIZED WITH PAVEMENT OR OTHER STRUCTURE. 90% VEGETATION COVER, OR OTHER PERMANENT STABILIZATION UNLESS THE RUNOFF FROM THE CONTRIBUTING DRAINAGE AREA IS DIVERTED AROUND THE FILTER, MUST BE COMPLETED.
2. EXCAVATED AREA MUST BE FILLED IN A MANNER THAT WILL NOT COMPACT THE LINER SUBGRADE. DO NOT OPERATE HEAVY MACHINERY INSIDE THE BASIN WHEN THE EXCAVATION IS WITHIN FOUR FEET OF THE LINER SUBGRADE.
3. GRADE THE BOTTOM OF THE INFILTRATION BASIN SO THAT IT IS FLAT (0% SLOPE) AS SHOWN ON THE PLAN AND DETAILS.
4. PLACE SOIL LINER OVER THE BASIN BOTTOM AND UP THE SIDES TO THE ELEVATION SHOWN ON THE DETAILS. SOIL LINER TO BE A SOIL WITH A PERMEABILITY OF 0.5-2.41 INCHES PER HOUR. PERMEABILITY SHOULD BE CONSISTENT ACROSS THE PROPOSED INFILTRATION AREA. LINER SHALL CONTAIN NO STONES LARGER THAN 3 INCHES IN DIAMETER.
5. **CONSTRUCTION OVERSIGHT:** INSPECTIONS BY A PROFESSIONAL ENGINEER WILL CONSIST OF WEEKLY VISITS TO THE SITE TO CHECK THE PROPOSED SOIL FILTER MEDIA MATERIAL, TOPSOIL CAP, FROM INITIAL CONSTRUCTION DISTURBANCE TO FINAL STABILIZATION OF THE INFILTRATION BASIN.

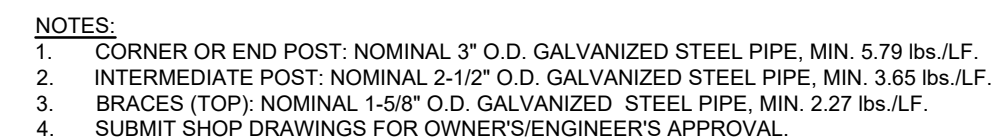
UPON INSTALLATION OF THE LINER, THE CONTRACTOR SHALL PERFORM PERMEABILITY TESTS ON THE BOTTOM AND SIDES OF EACH INFILTRATION BASIN TO VERIFY A PERMEABILITY OF NO GREATER THAN 2.41 IN./HR. THE INSPECTING PROFESSIONAL ENGINEER SHALL SUBMIT TEST RESULTS TO THE MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION.

INFILTRATION BASIN DETAIL

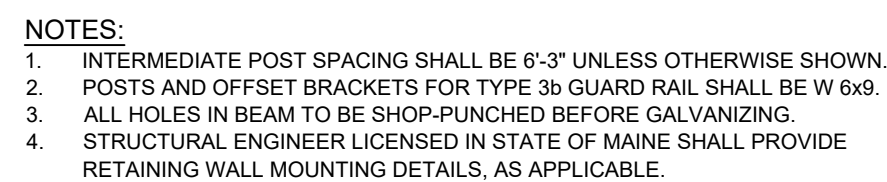
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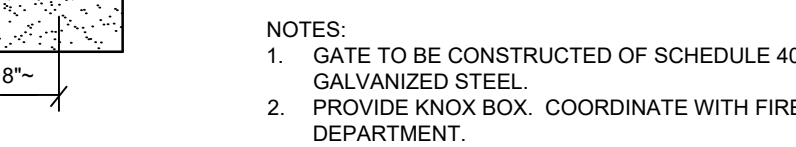
BULKY WASTE ENTRY ROAD SECTION
(ADD ALTERNATE 2)
NOT TO SCALE



FENCE ON RETAINING WALL DETAIL
NOT TO SCALE

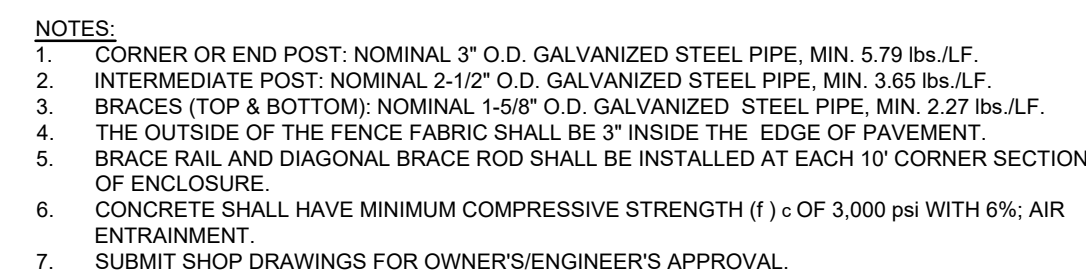


GUARDRAIL TYPE 3b
NOT TO SCALE



SWING GATE DETAIL

NOT TO SCALE



CHAINLINK FENCE DETAIL

NOT TO SCALE

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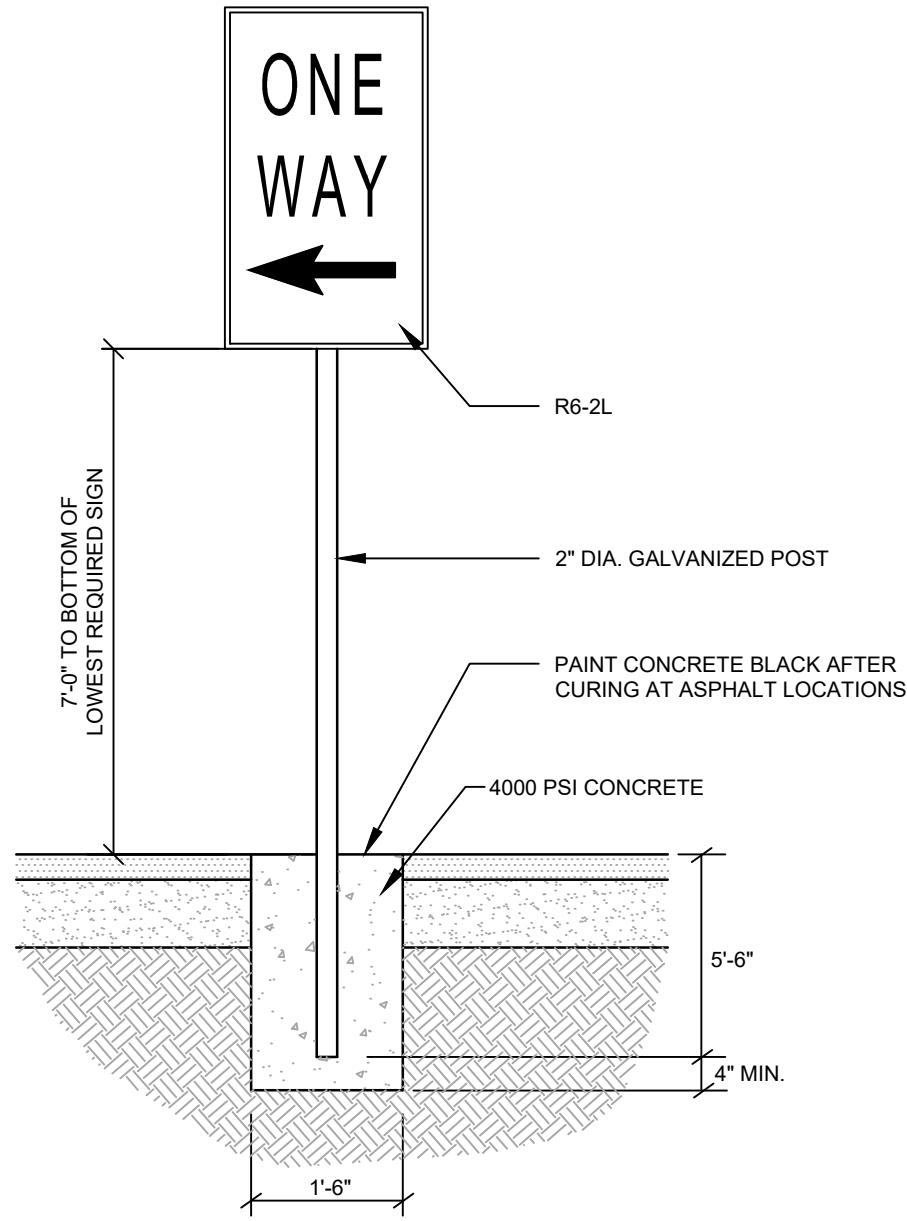
DESIGNED	JBP
DRAWN	DAB
CHECKED	OAM
DATE	11/23/2022
SCALE	NTS
PROJECT	20081

SHEET 17 OF 23

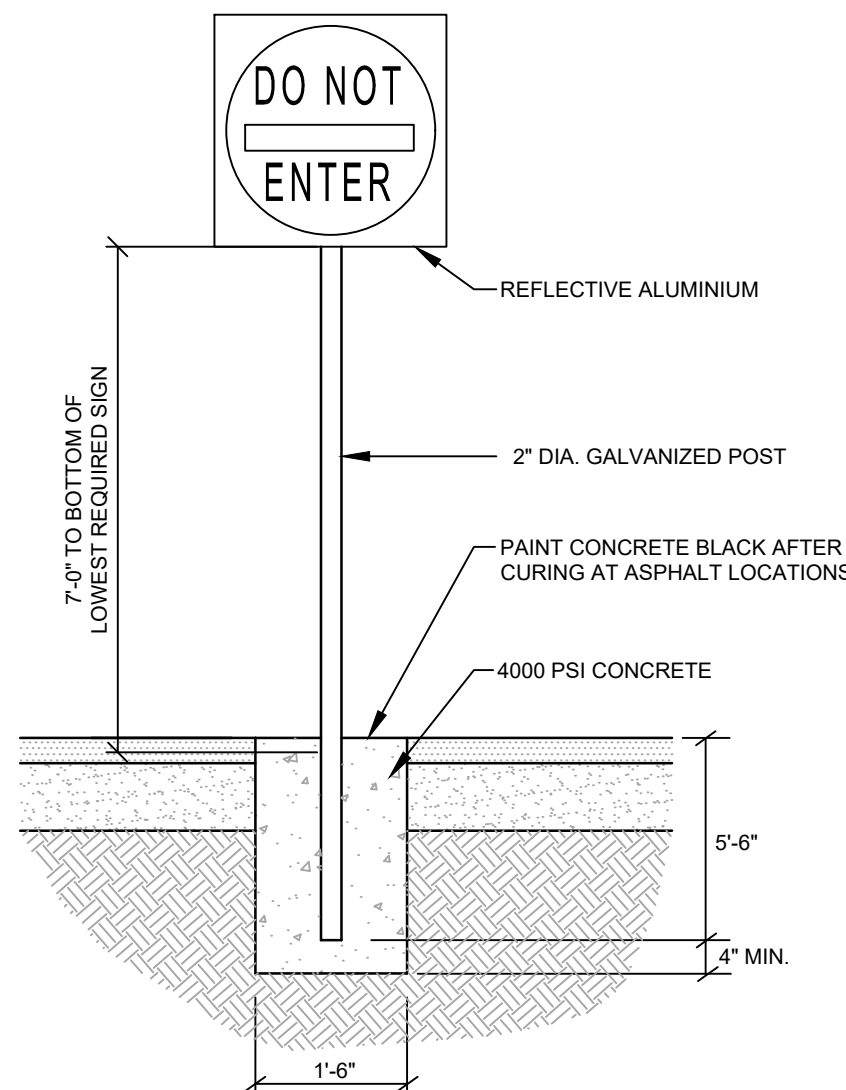
OWENS A. McCULLOUGH, PE # 7122

20081 U.dwg, TAB:17 DETAILS - 3

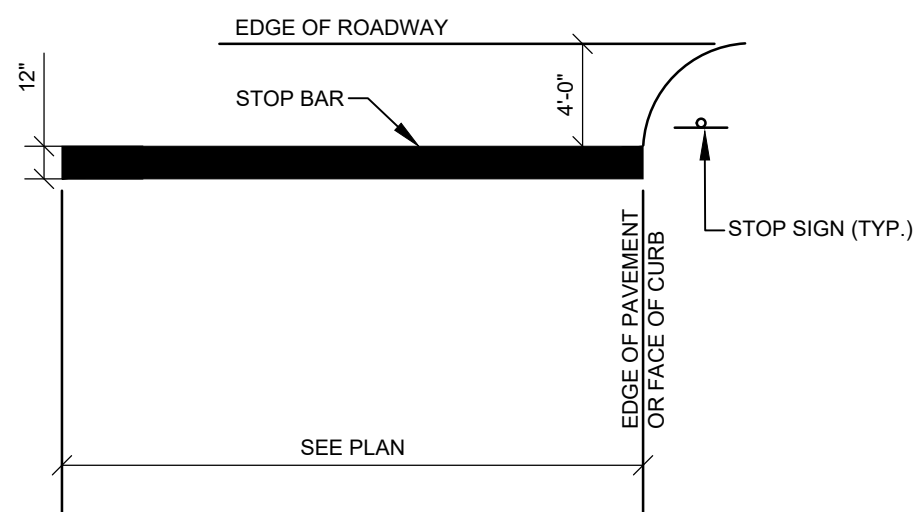
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ONE-WAY
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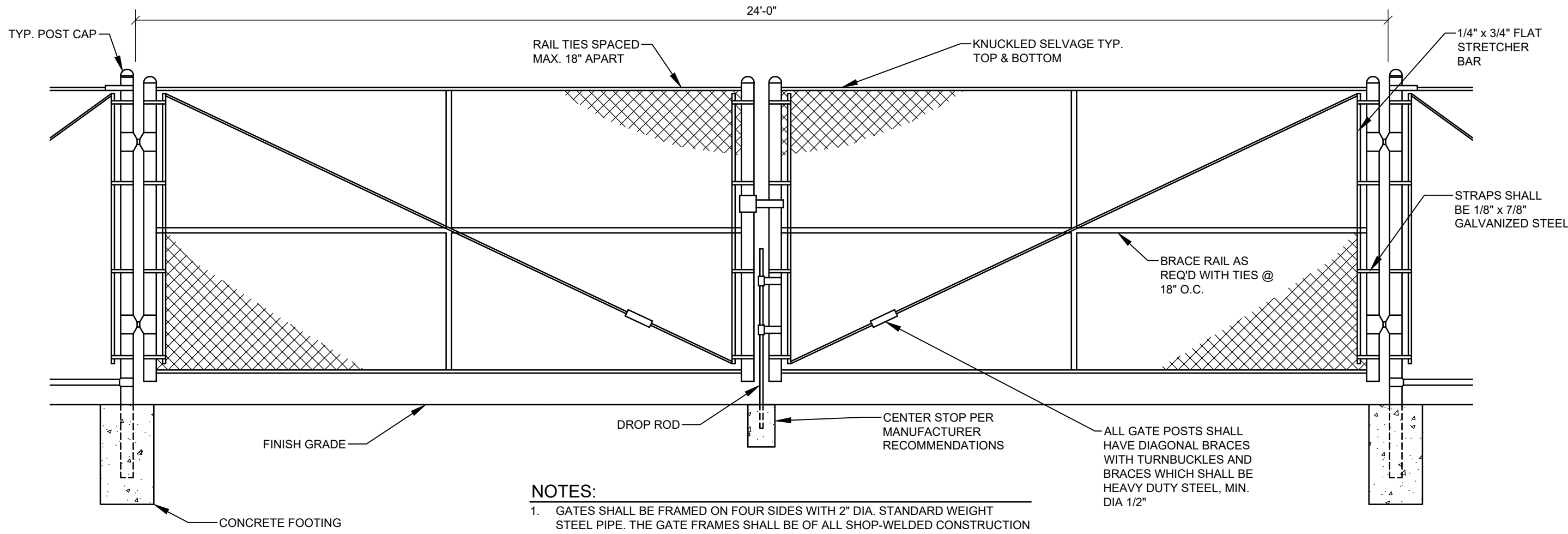


DO NOT ENTER
NOT TO SCALE



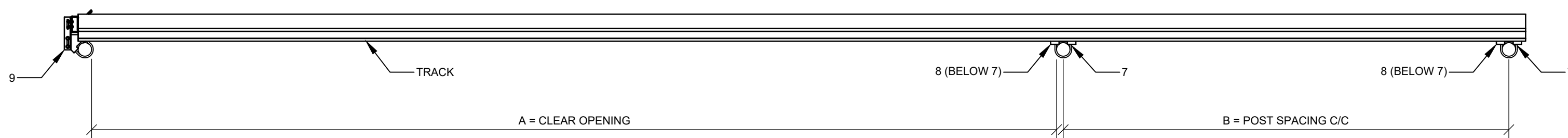
NOTE:
1. WORDS AND ARROWS FOR DRIVEWAYS SHALL BE APPLIED ACCORDING TO REQUIREMENTS AS OUTLINED IN SECTION 3B OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS.
2. BAR TO BE PAINTED REFLECTIVE WHITE.

STOP BAR
NOT TO SCALE

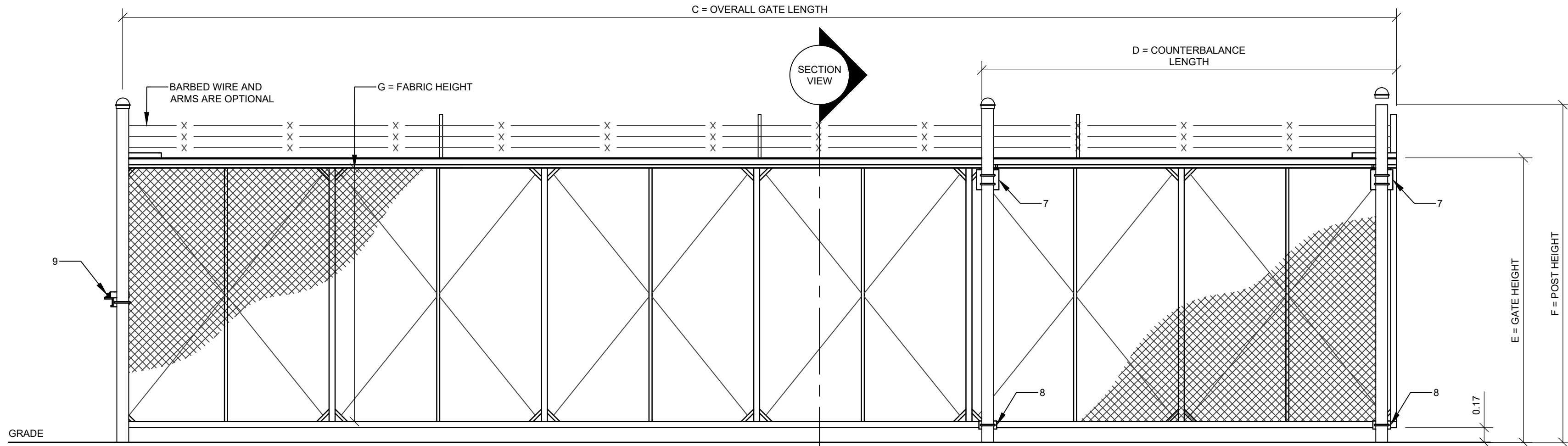


NOTES:
1. GATES SHALL BE FRAMED ON FOUR SIDES WITH 2" DIA. STANDARD WEIGHT STEEL PIPE. THE GATE FRAMES SHALL BE OF ALL SHOP-WELDED CONSTRUCTION WITH COMPLETE FULL WELDS GRIND SMOOTH.
2. GATE HINGES SHALL BE HEAVY-DUTY MALLEABLE IRON FULL-BAK TYPE, ALLOWING FOR 180° SWING. GATE-LOCKING DEVICE SHALL BE HEAVY DUTY EXTERNAL TYPE WITH LATCH, KEEPER, AND ALL APPURTENANCES.
3. ALL GATES OVER 6-FT. HIGH SHALL HAVE AN INTERMEDIATE RAIL, WHEREVER A DIAGONAL BRACE CROSSES AN INTERMEDIATE RAIL, THE BRACE SHALL PASS BETWEEN THE RAIL AND THE MESH.
4. SUBMIT SHOP DRAWINGS FOR OWNER'S/ENGINEER'S APPROVAL.

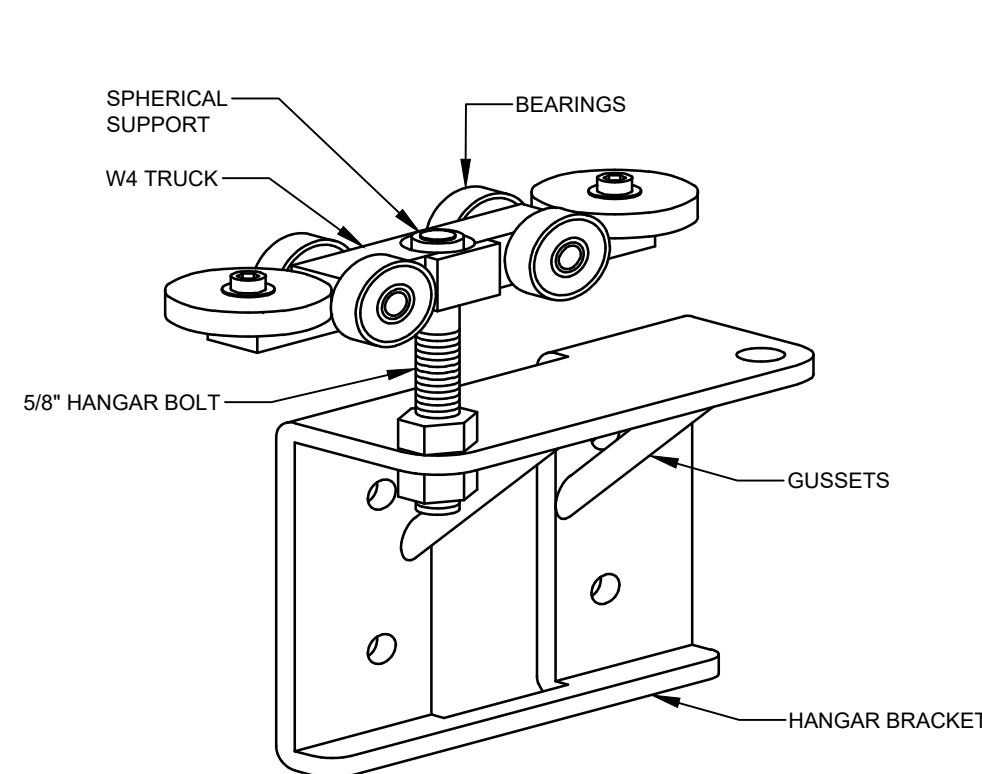
TYPICAL CHAIN LINK FENCE DOUBLE GATE
NOT TO SCALE



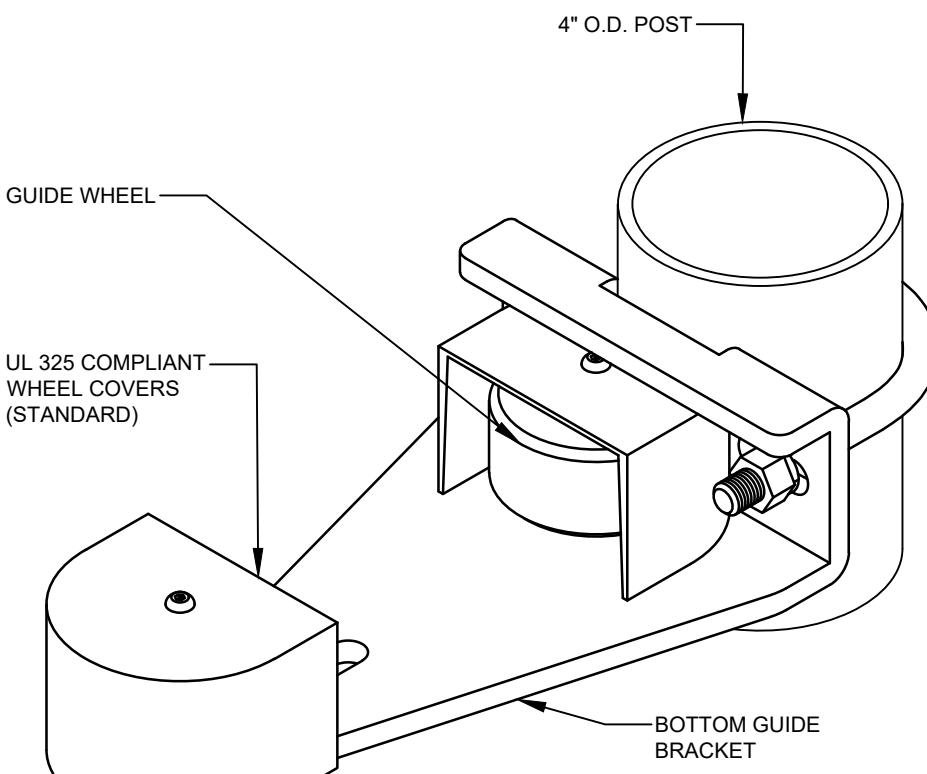
PLAN VIEW
NOT TO SCALE



ELEVATION
NOT TO SCALE



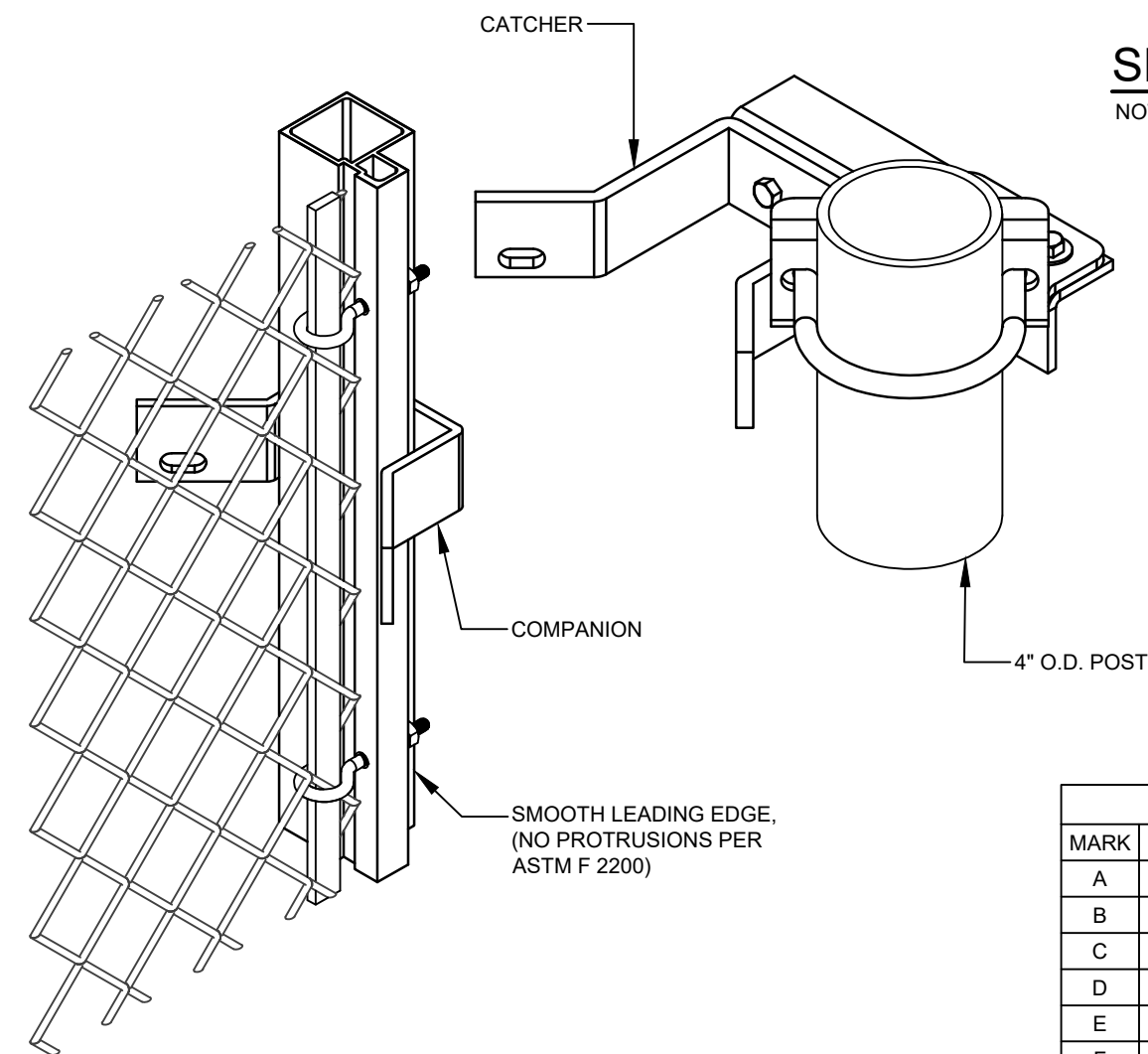
7. GATE HANGAR ASSEMBLY
NOT TO SCALE



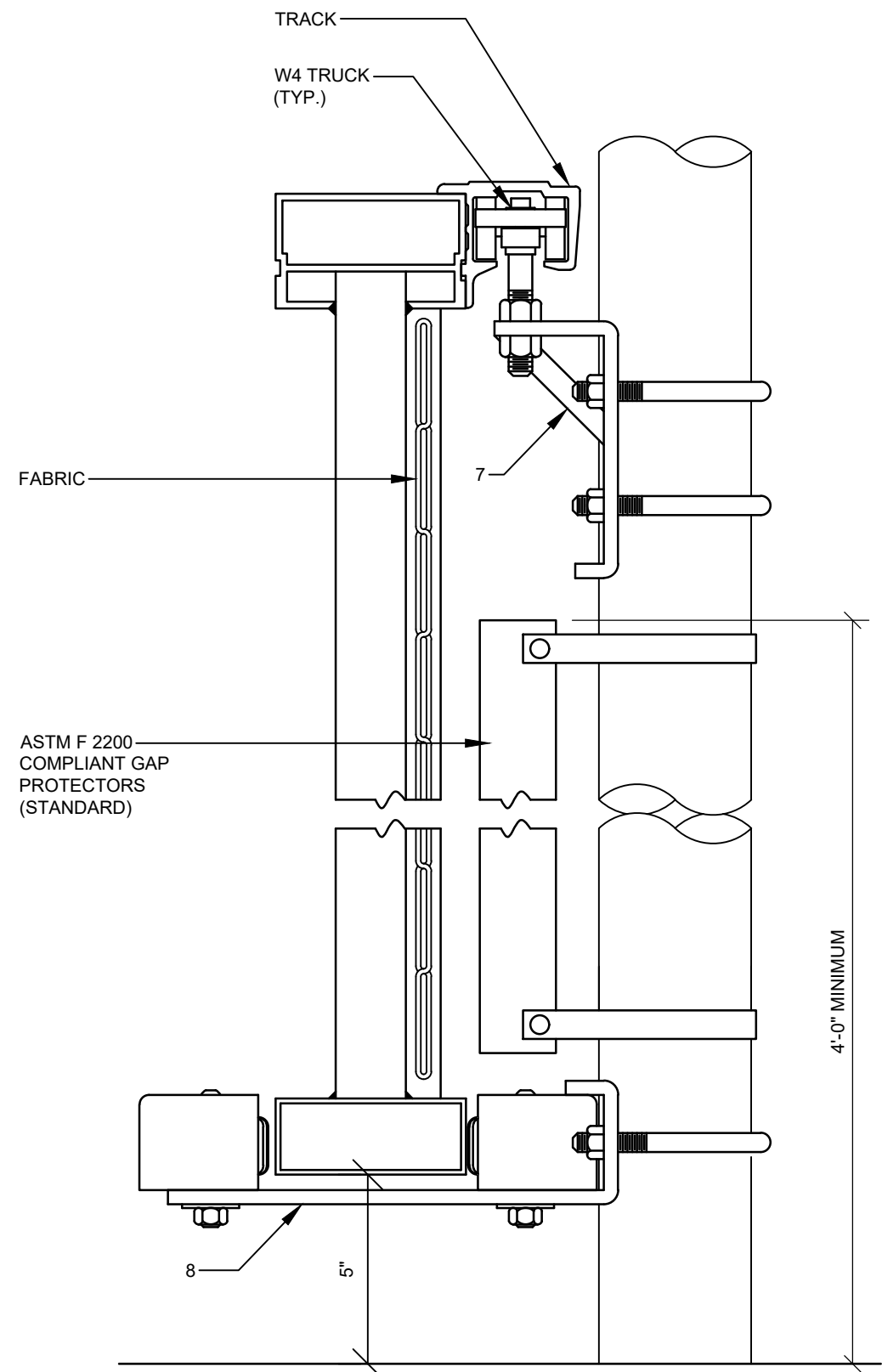
8. BOTTOM GUIDE
NOT TO SCALE

NOTES:
1. ALL FITTINGS STANDARDLY PROVIDED FOR 4" O.D. POSTS. OTHER SIZES AVAILABLE UPON REQUEST.
2. BARB ARMS (FOR BARBED WIRE) OPTIONAL.

HEAVY DUTY CANTILEVER SLIDE GATE
NOT TO SCALE



9. CATCH ASSEMBLY
NOT TO SCALE



ENLARGED SECTION
NOT TO SCALE

CRITICAL DIMENSION CHART			
MARK	DESCRIPTION	FORMULA	DIM.
A	CLEAR OPENING	A	-
B	COUNTERBALANCE POST SPACING C/C	(A/2)-11"	-
C	OVERALL GATE LENGTH	A x 1.5	-
D	COUNTERBALANCE LENGTH	A x 0.5	-
E	NOMINAL GATE HEIGHT	E	-
F	POST HEIGHT (W BARB ARMS)	E + 1'-6"	-
G	FABRIC HEIGHT	E - 1'-0"	-

NOT FOR
CONSTRUCTION

OWENS A. MCULLOUGH PE # 7122

REV.	BY	DATE	STATUS
B	OAM	12-08-2023	FOR REVIEW
A	OAM	08-02-2023	FOR REVIEW
1	BY	DATE	STATUS

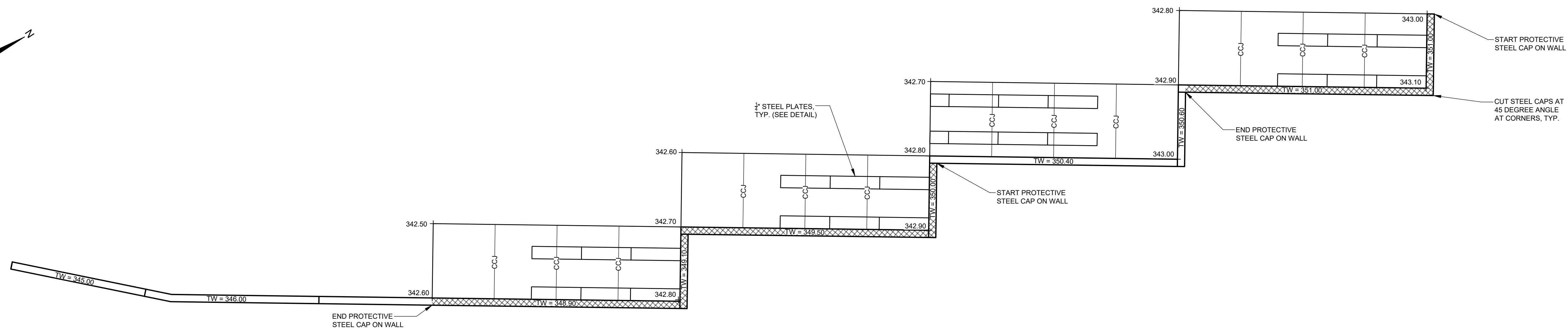
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South Portland, ME 04106
Tel. 207-200-2100
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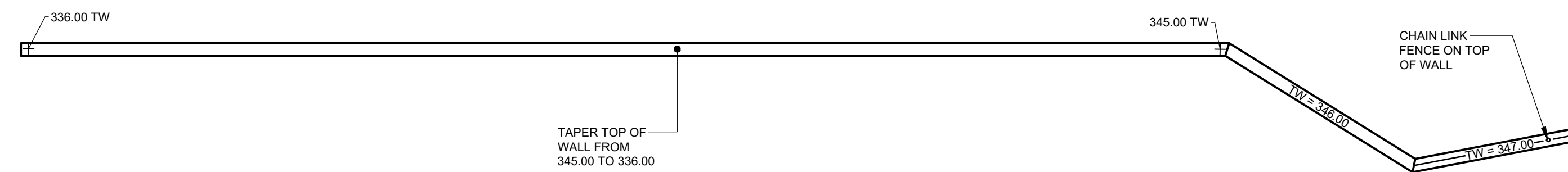
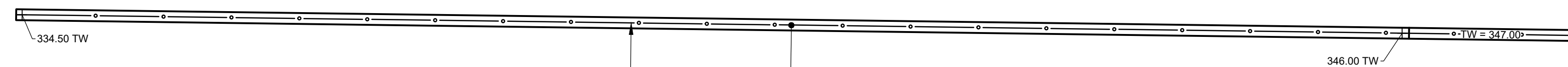
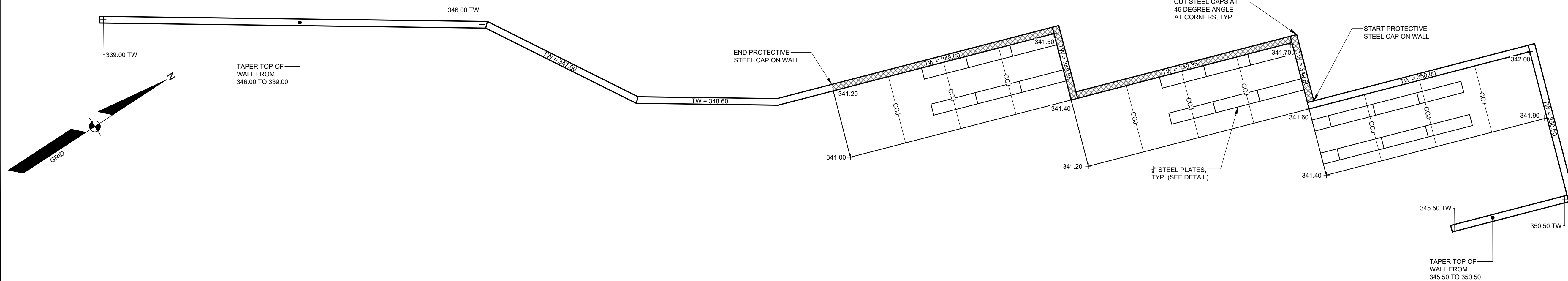
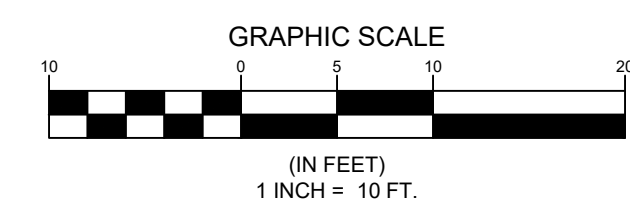
DETAILS - 4
OF:
BULKY WASTE & TRANSFER STATION IMPROVEMENTS
LEACH HILL ROAD
CASCO, MAINE 04015
FOR:
TOWNS OF CASCO & NAPLES
CASCO - 635 MEADOW ROAD
CASCO, ME 04015
NAPLES - P.O. BOX 1757
NAPLES, ME 04055

DESIGNED	JBP
DRAWN	DAB
CHECKED	OAM
DATE	11/23/2022
SCALE	NTS
PROJECT	20081

SHEET18 OF23



1" = 10'

 $1'' = 10'$ 
$$1'' = 10'$$

$$\overline{1'' = 10'}$$


OWENS A. McCULLOUGH, PE # 7122

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A	08-02-2023	FOR REVIEW	

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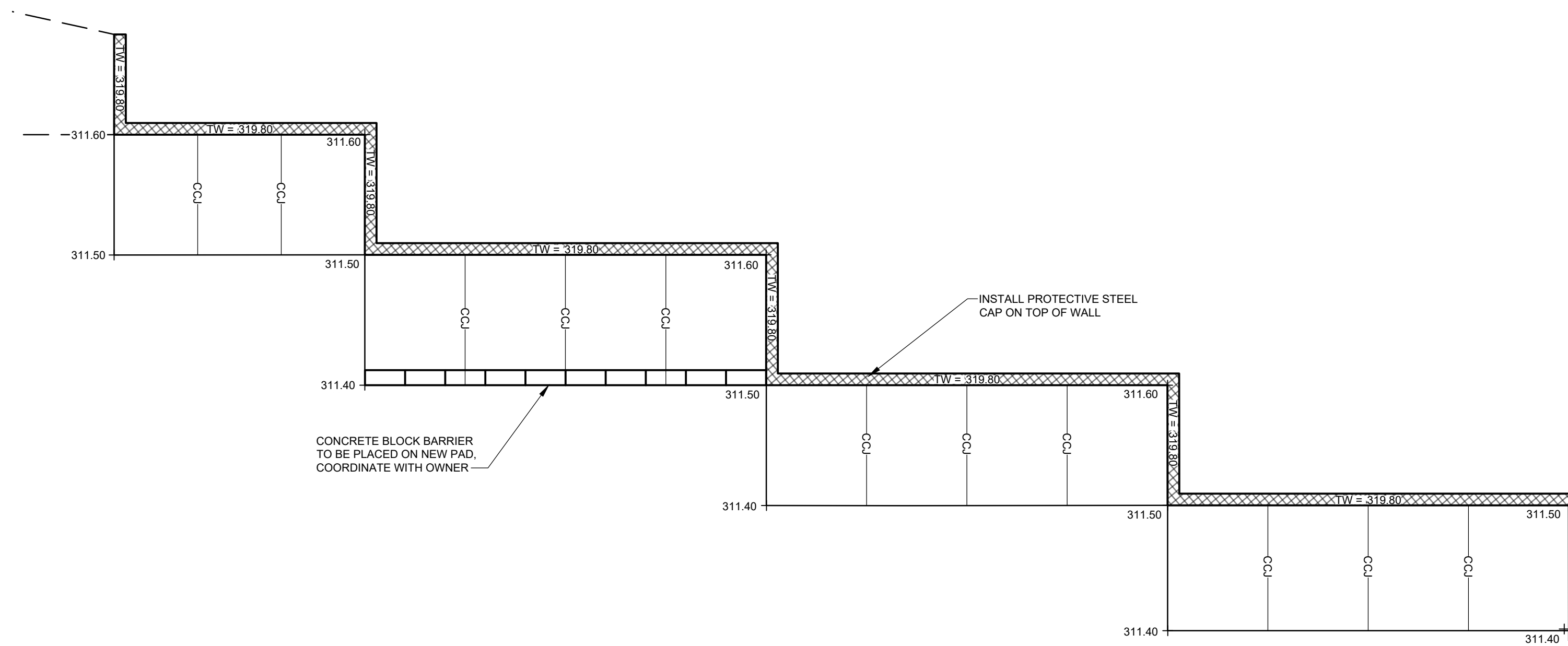
75 John Roberts Rd.
Suite 4A
South Portland, ME 04106
Tel. 207-200-2100

WALL DETAILS - 1
OF:
BULKY WASTE & TRANSFER STATION IMPROVEMENTS
LEACH HILL ROAD
CASCO, MAINE 04915
FOR:
TOWNS OF CASCO & NAPLES
CASCO - 6355 MEADOW ROAD
CASCO, ME 04015
NAPLES - P.O. BOX 1757
NAPLES, ME 04055

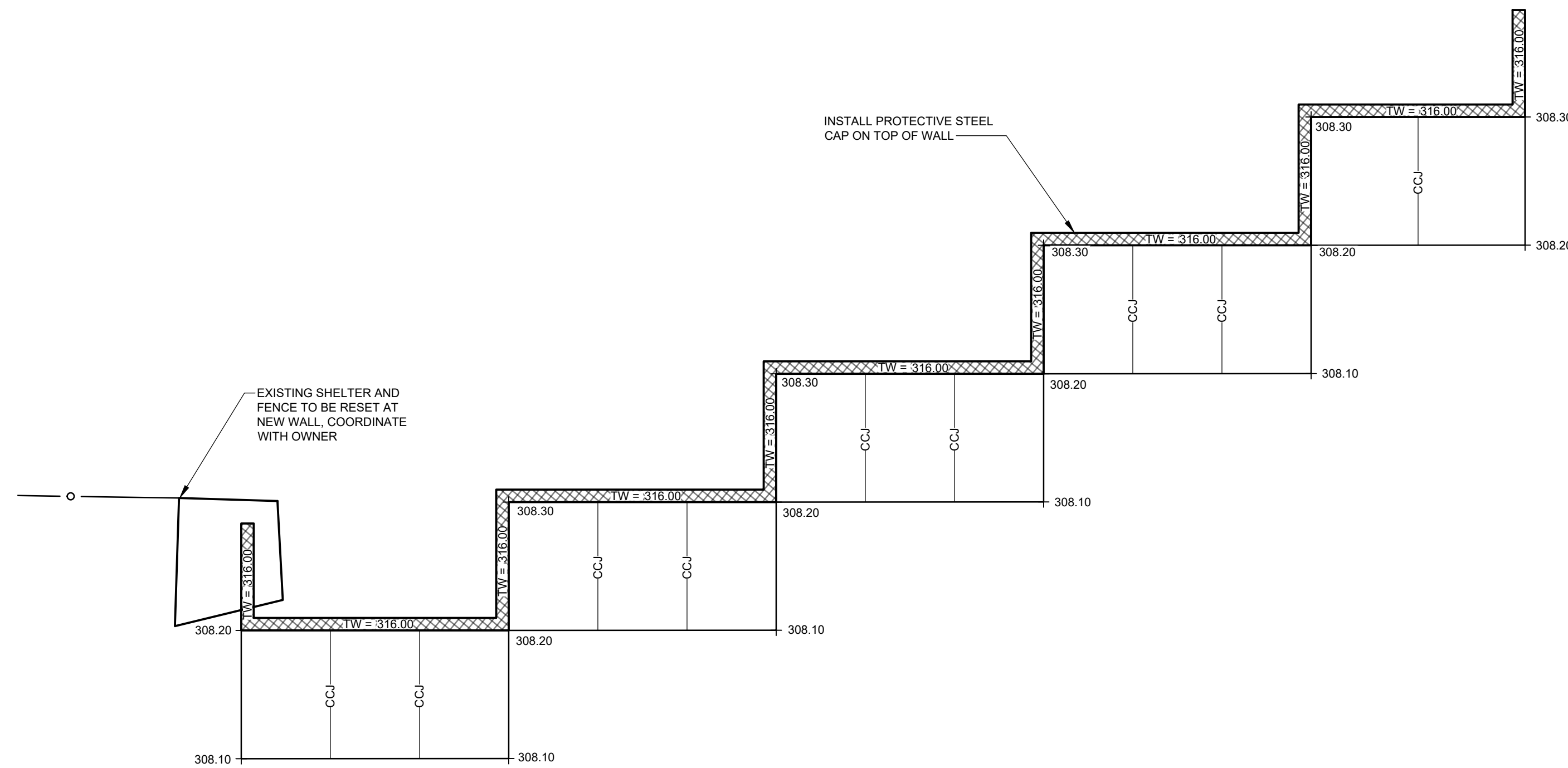
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DRAWN	DAB
CHECKED	CAB
DATE	11/23/2022
SCALE	1" = 10'
PROJECT	20081

SHEET 20 OF 23

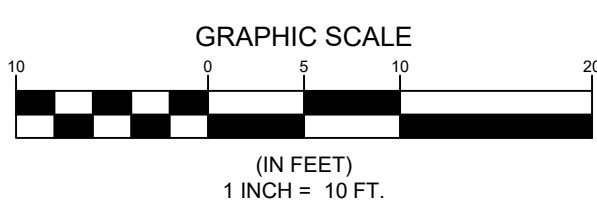
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WALL - 'E'
1" = 10'



WALL - 'F'
1" = 10'



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				A	OAM	09-02-2023	FOR REVIEW
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WALL DETAILS - 2

OF:

BULKY WASTE & TRANSFER STATION IMPROVEMENTS

LEACH HILL ROAD
CASCO, MAINE 04015

FOR:

TOWNS OF CASCO & NAPLES

CASCO - 635 MEADOW ROAD
CASCO, ME 04015

NAPLES - P.O. BOX 1757
NAPLES, ME 04055

DESIGNED	JBP
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OPERATIONS MANUAL

CASCO/NAPLES BULKY WASTE AND TRANSFER FACILITY CASCO, MAINE

Revised by:
Casco Naples Transfer Station Council
Approved Date: April 12, 2007
Amended November 21, 2019
Amended January 23, 2020
(Revised for Sebago Technics & DEP: Nov.17, 2023)

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Appendix C	Job Descriptions
Appendix D	Disposal Agreements and Contracts
Appendix E	Hazardous & Special Waste Exclusion Plan
Appendix F	Guidance Document for the Handling of Universal Waste
Appendix G	Stormwater Maintenance, Inspection, & Housekeeping Plan
Appendix H	Shopping Rules

I. PURPOSE AND USE OF THE MANUAL

This manual identifies current policies and procedures for the operation of the Casco Naples Transfer Facility and the Casco Naples Bulky Waste Facility. Its purpose is to define practices and requirements, which must be observed for orderly and successful management of the Facility on a daily, monthly and yearly basis. ~~It is intended for use by facility personnel and by any other municipal departments involved in operation of the Facility. This manual should be kept current and as operating procedures are changed, this manual should be revised accordingly.~~ This operations manual will include information that enables facility personnel and others to understand the operation, procedures, maintenance, and other requirements of this Facility. It must be kept on site at the facility and be current and address all operating requirements.

This manual should be periodically reviewed and updated to reflect any changes that have occurred at the facility. Any changes must be approved by the Solid Materials unit at the Maine MDEP prior to implementation.

II. GENERAL INFORMATION ABOUT THE BULKY WASTE/TRANSFER FACILITY

A. Location and Description of the Facility

The Casco Naples Transfer Facility, and Casco Naples Bulky Waste Facility are located on the north side of the Leach Hill Road, about 1,200 to 2,000 feet from the intersection of Route 11, and at the site of the former landfill.

Access to the Facility is by two entrances off Leach Hill Road. The first entrance approximately 1800 feet from the junction of Leach Hill Road and Route 11 is the access for Bulky Waste Recycling Facility. The entrance for the Transfer Station, which only handles waste from the towns of Casco and Naples, is approximately 2,000 feet from the junction of Route 11 and Leach Hill Road. These entrances are marked with appropriate signs indicating the direction for traffic flow.

See the Facility map in Appendix A

B. General Operations

The Casco Naples Transfer Facility is open to the public **Wednesday**, Thursday, Saturday, and Sunday from 7:00 AM to 5:30 PM **(4:30 PM Winter Hours)**, and The Casco Naples Bulky Waste Facility is open **Wednesday**, Thursday, Saturday, and Sunday from 7:00 AM to 4:45 PM **(3:45 PM Winter Hours)**. Both facilities are closed on legal holidays. They are open year-round, an average of 200 days per year.

Current key contact details include:

John Kimball, Facility Supervisor
jkimball@cascomaine.org
207-627-7585

Matt Libby, Assistant Facility Supervisor
mllibby@cascomaine.org
207-627-7585

The Facility consists of two separate and distinct operations. First a municipal solid waste transfer station which is owned and operated by the towns of Casco and Naples jointly and is set up to serve residents and taxpayers of the towns of Casco and Naples for residential household waste. This consists of a compaction facility for: waste and receptacles for receipt of recyclable materials. The second part of the operation consists of a bulky waste transfer and recycling area. This is owned by the towns of Casco, Naples, and provides additional service to Otisfield. The bulky waste facility area handles items such as metals, stumps, brush, demolition material, waste oil, tires, and shingles, etc. Each Facility operates on the premise that materials will be brought in by users of the Facility presorted and placed in the appropriate areas where materials will be recycled or shipped out for disposal elsewhere. Both facilities are designed as handling and recycling areas. No ultimate disposing takes place at the facilities.

C. Operational Records

The Operator will maintain records of all operational information, including:

- the types and amounts of wastes received and their destinations
- waste removal schedules and contracts
- equipment used
- training provided to personnel
- changes to or from approved operating plan
- unusual events or problems
- if needed, a summary of any monitoring programs
- annual solid waste report due to the MDEP each April 30th (for transfer stations)

Information on the recycling and disposal of all wastes from the storage areas are kept as permanent records. All records are kept in the waste works program. Waste works is backed up weekly to an external hard drive. All vendors are also required to keep track of material types and their weights.

Note: Chapter 409, processing facilities and Chapter 410, composting facilities annual reports are due February 28; Chapter 401, landfill facilities annual reports are due April 30

D. Area Served

The Casco Naples Transfer Facility provides municipal solid waste service to the towns of Casco and Naples. The Casco Naples Bulky Waste Facility provides bulky waste handling and recycling services to the towns of Casco, Naples, and Otisfield.

E. Population Served

The 1990 population served by the municipal solid waste portion of the Facility is estimated at 6,000 during the winter months and 25,000 people during the summer tourist season. The portion of the project that provides for bulky waste handling and recycling is estimated to serve a population of approximately 16,700 people during the winter months and approximately 60,000 during the summer tourist season.

F. Facility Capacity

The municipal solid waste transfer facility is designed to handle waste at a rate of over 40 tons of refuse per hour. The controlling rate is not the compactors however, but the access to the hopper. The solid waste transfer facility has been designed with access on three sides of the hopper. This arrangement can accommodate approximately 60 noncommercial vehicles per hour. A peak day during an above-average week at the Facility will generally draw fewer than 300 vehicles.

The bulky waste facility is designed to handle large volumes of traffic. The Facility is approximately four and a half acres providing parking and maneuvering room for multiple vehicles both commercial and private to unload bulky waste materials in various locations. The flow of traffic will depend upon the number of vehicles that can be processed over the weigh in and weigh out scales at any given time. Traffic lights are installed at the scales to allow for smooth and orderly flow of traffic on and off the scales.

III. User Practice

A. Eligible Users

Eligible users for the municipal household refuse compactor are residents and taxpayers, and approved commercial haulers of the towns of Casco and Naples. This Facility is intended only for the disposal of household waste and municipal refuse from generators in the towns of Casco and Naples. Generally, materials from outside the geographical borders of these two communities are not permitted at the compactor facility. Eligible users for the bulky waste facility are residents and taxpayers of the towns of Casco and Naples and residents and taxpayers of Otisfield.

B. Permit Procedures

1A. Residents

The solid waste transfer facility portion of the operations is for residents and taxpayers of Casco and Naples. Residents and taxpayers of Casco and Naples may obtain permit stickers at their respective town clerks offices and will be allowed entry to the Facility upon presentation of these permits at the Facility. Arrangement for permits may be made at the Casco/Naples Bulky Waste facility itself.

Each respective town for the bulky waste-recycling portion of the Facility will issue permits. Casco and Naples residents may use the same permit, which allows them to gain access to the solid waste portion of the Facility. Other towns will be provided permits to be utilized by the residents and taxpayers for the purpose of gaining access to the bulky waste portion of the Facility.

1B. Commercial Haulers

Commercial haulers, defined as persons handling residential waste from ten or more residences from Casco or Naples for a fee, shall be permitted to use the facility upon approval and receipt of an annual permit, and with the appropriate permit sticker affixed to the vehicles designated to use the facility.

An annual application for a permit shall be completed and submitted to the Facility and shall expire as of December 31st of each year. Required documentation shall accompany an application to include the owner/operator's name, address, contact information, make model

and year of vehicles to access the facility, certificates of insurance, and route lists with customer names.

Certificate of insurance must indicate the minimum following levels of coverage:

1. Workers Compensation (Minimum Allowances)
 - a. State – Statutory
 - b. Employer Liability - \$500,000.00
2. Comprehensive General Liability (Minimum Allowances)
 - a. Bodily Injury - \$1,000,000.00
 - b. Property Damage - \$1,000,000.00
 - c. Fleet or Automobile Liability
 - i. Bodily Injury - \$500,000.00 each person, \$1,000,000.00 each occurrence
 - ii. Property Damage - \$1,000,000.00 each occurrence
3. "Town of Naples, P O Box 1757, Naples, ME 04055" and "Town of Casco, 635 Meadow Rd, Casco, ME 04015" shall be listed on the certificate as Certificate holders.

2. Display of Permits

Permit stickers are to be displayed on the vehicles according to this operation manual.

Directions will be furnished with the permit stickers at the time of issuance. In some instances, permits may be issued on temporary basis, permits will be presented at the time of entering the Facility. Permits must be adhered to the left front corner of the windshield or] front driver's side window without any visible obstructions including but not limited to tint

3. Permit Fees

Currently there are no permit fees for resident entry to the Casco Naples Transfer Facilities. Commercial haulers shall be subject an annual fee per vehicle identified on the annual permit application. The Casco Naples Bulky Waste, and Transfer Station Council reserve the right to review this item. The Casco Naples Transfer Station Council has the authority to set permit fees if deemed advisable. The bulky waste-recycling portion of the Facility will record weight, permit numbers, and vehicle license plate numbers. Information will be sent to respective communities for the purpose of billing individual communities for a proportional use of the Facility.

There are at this time no separate permits required for utility trailers and other trailers being hauled by permitted vehicles. This policy may be reviewed and revised by the Transfer Station Council.

4. Term of Permits

Permits are issued every two (2) years. New issues are announced in the local paper.

C. Use of Transfer Facility

1. Operating Hours

The Transfer Facility is open to the public on Tuesday, Thursday, Saturday, and Sunday from 7:00 AM to 5:30 PM, and 7:00 AM to 4:45 PM at the Casco/Naples Bulky Waste Facility. At other times the access road gate is locked to prevent public entry.

2. Securing of Refuse

Users must secure refuse to prevent littering. Refuse must be transported in closed containers or secured with metal, wood, wire tarpaulin or other vehicle covering.

3. Directional Indicators

Signs, traffic cones, arrows and other signals will direct users to the appropriate areas for permit checks and to other appropriate drop-off areas within the Facility.

4. Vehicle Routing

Users entering the Bulky Waste or Transfer Facility area generally use the following route:

- a. Users of the solid waste transfer facility for residential and municipal waste (residents and taxpayers of Casco and Naples only) will enter the compactor area from the northwesterly gate clearly marked entrance and will proceed in approximately 60 feet and turn left and place recyclable materials in appropriate bins and spots which are labeled on both sides of the site. Drivers will then proceed to the compaction area, drive through to either side of the hopper, deposit appropriate material in the hopper for disposal and then exit out the south easterly gate continue down the exit ramps to the exit at Leach Hill Road. The only Vehicles permitted to dump on the front side of the building are small business commercial haulers. These commercial customers back into the space at the front of the hopper and unload. Dump body vehicles unload by unlocking and opening the gate that also acts as a barrier when not in use and dump directly into the hopper. Transfer station attendant must be present to monitor commercial loads being deposited in the trash hopper. Generally there is only two businesses that need to open the gate to unload and these commercial Haulers typically conduct their business on Tuesdays and Saturdays between the hours of 7am to 10:30 am.

Small Business Commercial Haulers-

- Trashman
- RRR
- Eysel dump it
- Lake Region Schools

- b. Users of the bulky waste recycling area (taxpayers and residents of Casco, Naples, and Otisfield) will use the single entrance to the bulky waste recycling area, this is located to the southeast of the transfer station compaction area and has a separate entrance clearly marked bulky waste recycling facility. Vehicles upon entering this Facility will observe red and green lights controlling traffic on and off the weighing scales. Users will drive onto the scale and will stop at the scale window, have their weight checked in and then will be directed to the appropriate area for the unloading of materials which they have brought to the Facility. Exit will be along the same roadway and in some instances traffic will be waved by the scale house by the scale operator and in some instances traffic will be stopped by the operating lights red and green and directed back onto the scales for the purpose of weighing the vehicles going out empty and receiving and signing weight slips.

5. Shopping

Items that are brought into the Facility and determined by the Facility Manager to have potential value for another individual may be moved to the “shopping” area and displayed for sale. Individuals wishing to purchase from the shopping areas will be subject to the Shopping Rules as found in Appendix B of this document.

6. Compliance and Enforcement

The sustainability of a locally operated trash disposal facility within the community comes with strict Federal, State, and local regulation that must be adhere to for maintaining licensed operation by the regulatory authorities. Operational standards as described in this document are to be systematically enforced to ensure compliance. The facility staff are expected to assist users of the Facility by educating them of the standards and to notify users when they may be in violation of said standards.

a. First Offense

When facility staff observe a user that may be violating any of the requirements of the Facility, staff will approach that individual and professionally explain to the individual how they have violated these standards and how they would change to comply. If necessary, the facility staff will advise the user that they have been “verbally warned” of the violation.

b. Second Offense

When facility staff observe a user that has received previous warnings, staff will approach that individual and remind them that they have violated the standard again and that they will be referring them to the town manager from the town in which they reside of the repeated violations.

The respective town manager will be notified by the facility supervisor of the second violation, who violated the standard, and the dates of the first and second violation. The town manager will send a written notice of violation that will contain language indicating future violation will result in suspended use of the Facility. Copies of the letter will be given to the facility supervisor to retain as record.

c. Third Offense

When facility staff observe a user that has violated a standard for which they have received written notice of violation from a town manager, facility staff will not approach the user but note the date and violation. The respective town manager will be notified by the facility supervisor of the violation and the town manager will send written notice via certified mail of suspended of use of the Facility. Suspensions shall be a minimum of three months.

d. Appeal

Upon receipt of a notice of suspension from a town manager, the suspended user may appeal the decision to the Bulky Waste Council. The user must submit a request for an appeal in writing to the town manager within ten (10) business days of receipt of the notice of suspension. The town manager shall notify the Bulky Waste Council of said

appeal and shall schedule a hearing to occur at the next regularly scheduled meeting of the Council.

IV. Solid Waste

A. Definition

Solid waste is unwanted and discarded solid material with insufficient liquid content to be free flowing.

B. Acceptable Waste

Except as specified below, all household and solid waste originating in the towns of Casco and Naples are accepted at the Casco Naples Transfer Facility. This includes but is not limited to household and domestic waste, and recyclable items. Waste accepted at the Bulky Waste facility only includes bulky waste items from the towns of Casco, Naples, and Otisfield.

Lists of items accepted for disposal are to be reviewed and updated periodically by the Casco/Naples Transfer Station Council.

1. Compactable Waste

Acceptable at the compactor includes all kitchen refuse

2. Bulky Waste

Tires, furniture, cold ashes, demolition, and construction debris. Metal items, porcelain fixtures, roofing shingles, waste oil, pressure treated wood, brush, large round wood stumps, yard waste, including grass clippings, leaves, pile needles, pet droppings and other large bulky waste will need to be disposed of to the bulky waste recycling portion of the Facility. Items that are in question, should be reviewed by the facility supervisor for acceptance at the Facility.

3. Universal Waste

Effective January 1, 2005. Per state law, Casco/Naples Bulky Waste Facility designated a section of the garage for the acceptance of certain universal wastes. These items include, but are not limited to; televisions, computer towers and monitors, cathode ray tubes, batteries, PCB ballasts, fluorescent light bulbs, mercury containing thermostats, thermometers, switches, and all other mercury containing devices. Residents must dispose of these materials through the Bulky Waste facility. They may or may not be charged at the scale window upon leaving depending on materials left.

Universal waste is taken in at the left rear side door of the garage.

Fluorescent and High-Pressure Sodium bulbs – There is a station for bulbs to be filed by size and type in double lined boxes labeled by bulb type with start and finish accumulation dates.

Bulbs are shipped to: VEOLIA ES TECHNICAL SOLUTIONS, LLC

90 PLEASANT STREET

WEST BRIDGEWATER, MA. 02379

Lead acid type batteries – are accumulated and stacked daily on a pallet. Each layer separated by a layer of cardboard and wrapped in cellophane before being shipped. Each pallet is marked with collection start and stop dates.

Batteries are picked up by: West Paris Metals

P. O. Box #94

West Paris, ME. 04289

Cathode Ray tube televisions – Are stacked up in a safe manner on pallets and tightly wrapped in cellophane. They are stored in the back of the garage until being picked up. The pallets are clearly marked with pcs. count and collection start and stop date.

Flat screen televisions, computers, printers and computer monitor's – Are filed into gaylords which are by respective device and the count it contains. Each gaylord has a collection start and stop date.

All E-Waste is picked up by: NORTH COAST SERVICES LLC

44 Locke Road

Concord, NH. 03301

603-610-7901

Lithium and rechargeable batteries – are individually bagged and sealed and placed into a insulated box that is sealed and shipped to: Battery Solutions/Call2Recycle

4930 Holtz Dr.

Wixom, MI 48393

Mercury Containing Devices – are individually bagged and stored in a plastic tote supplied to us from Thermostat Recycling Corporation the totes are marked with item counts and start and stop dates. Mercury Containing Devices are shipped to: Thermostat Recycling Corp

215 South Park St.

Port Washington, WI. 53074

4. Reclaimable Waste/Recyclable Material

Reclaimable materials are, not placed in the disposal, but are stored in designated areas for later removal from the Facility.

a. The compaction facility for the towns of Casco and Naples have appropriate bins and receptacles for recycling various materials that are anticipated coming in with regular household and domestic waste.

b. The Bulky Waste portion of the Facility will be set up to maximize the opportunity for recycling and reuse of materials brought into the Bulky Waste Recycling portion of the Facility.

As the recycling market is in constant flux the items to be recycled and how they are handled will be reviewed periodically to maximize the efficiency of the Facility.

5. Other Acceptable Waste

Other solid waste acceptable for separate handling includes:

a. Motor drain oil will be received and consolidated by an employee at the Bulky Waste recycling facility to be utilized as fuel in a waste oil burning furnace. Drop off is at the large front overhead door of the garage. There are 2 - 275 gallon oil tanks for storage, any excess used motor oil is stored in 55 gallon drums on spill containment pallets until it can be utilized. All oil storage containers are marked " Used Motor Oil " we do not accept motor oil with water, gasoline or antifreeze contamination. There is a water separation barrel available if needed.

C. Unacceptable Waste

The following wastes are not to be accepted at the Transfer Facility:

1. Waste Origination

a. In the compaction portion of the facility waste originating outside the towns of Casco and Naples and any waste identified as commercial by definition of the transfer station counsel will not be accepted at the compaction facility.

b. Material accepted at the bulky waste recycling facility must originate in the towns of Casco, Naples, and Otisfield. Other waste is not acceptable until such time those arrangements are made for a town to buy into the Facility and the Casco/Naples Transfer Station Council approves this arrangement.

2. Liquids

Liquids or other materials with sufficient liquid content to be free flowing, including sludge

3. Hazardous Waste

Hazardous wastes, except as specifically approved by the Department of Environmental Protection and the Casco Transfer Station Council, (Facility Supervisor).

4. Petroleum Products

Petroleum-based wastes, except uncontaminated motor drain oil.

5. Close Containers

Closed containers, including cardboard or steel drums, used for the shipping or storage of chemicals of any sort.

6. No ashes or Hot loads accepted.

D. Question of Acceptability

Any question as to the acceptability of a material for disposal is referred to the facility supervisor.

E. SPECIFICALLY APPROVED WASTE

As of January 1, 2005, the State of Maine D.E.P. requires all municipal waste facilities to designate an enclosed area for the acceptance of certain Universal Wastes. To become listed, a waste must be

approved for acceptance by both the Maine Department of Environmental Protection and the Casco/Naples transfer station council.

V. FACILITY OPERATIONS – WASTE HANDLING

A. COMPACTABLE WASTE

1. Dumping Solid Waste into Compactor

The solid waste compactors are located beneath the hopper and operator building. Residents drive their cars or pick-ups alongside any of the three open sides of the hopper. They unload their trash and throw it into the hopper; they then exit the site by Exit Gate.

2. Compacting of Solid Waste

The Facility Attendant supervises the unloading of trash into the compactor and operates the compactor as necessary to move the trash into the transfer trailer.

3. Removal of Compacted Waste

The Attendant determines when the trailer is nearly full. The Attendant then notifies the facility supervisor, who places a call to the contracted waste hauler to remove the trailer and replace it with an empty one. The hauler will take the trailer to RWS. All possible attempts will be made to schedule removal of the compactor trailer in such a manner as to minimize any interference of service.

B. RECLAIMABLE MATERIALS

Bulky Items

The following items will be handled at the Bulky Waste Area:

White goods and other metal scraps, building debris, clean building materials, sheet rock, brush, large round wood, stumps, furniture, mattresses, yard waste including grass clippings, leaves, pine needles, pet droppings, roofing shingles, porcelain fixtures, tires, pressure treated wood.

This entrance is separate from the compaction area and requires users to pass across truck scales for weighing materials in and out. Areas for placement of these bulky items will be indicated by a series of signs and arrows and attendants will be onsite to assist users of the Facility with proper placement of recyclable and bulky items. These materials will be collected in respective sites until quantities appropriate to each material are accrued then these materials will be either shipped, processed in the compost, or otherwise recycled. The facility supervisor shall oversee this operation and direct materials out of the Facility as required.

C. OTHER ACCEPTABLE WASTES

Demolition Debris

Demolition debris and wood waste, such as lumber, asphalt, and plaster, are eligible for disposal at the bulky waste-handling portion of the Facility. Individual towns may choose to charge back their taxpayers or residents for use of this Facility, or payment may be made at the scale.

D. FIRE PROTECTION

THE FACILITIES DO NOT EXCEPT ASHES OR HOT LOADS.

The Operator is responsible for being aware of the type of refuse being brought to the site to eliminate possible fire hazards initiating from delivered wastes. Refuse entering the MSW container is observed to eliminate any possible combustibles or hazardous materials. In case of a large fire, the Operator shall contact Casco Fire Rescue Department (207)893-2810 or 9-1-1 for emergencies. For minor fires, fire extinguishers can be used. Fire extinguishers are located in the following areas, Bulky waste office by both exits. Garage, to the right of the exit/entry door, On the wall to the left of the door leading into the break room. On the wall to the right of the electric panels. The loader has a fire extinguisher inside of the cab. Transfer Station has one beside the exit/entry door and one beside the bathroom door. All fire extinguishers are clearly labeled. The fire extinguishers are inspected monthly by a designated employee and the supplied tag is dated and initialed by the inspector. At the beginning of every calendar year, Firesafe Equipment Inc. P.O. box 1355 Auburn, ME 04211 800-538-3473 inspects all fire extinguishers and services any that need service and put new monthly inspection tags on all fire extinguishers.

The Operator is responsible for ensuring that all employees receive adequate training from the Fire Department or applicable trainer to be able to recognize and exclude hazardous wastes them (except small quantities of household hazardous waste mixed with general MSW or if specifically approved by MDEP) from the Facility (see Appendix E *Hazardous & Special Waste Exclusion Plan* for further details).

VI. TRASFER FACILITY OPERATIONS – OTHER THAN WASTE HANDLING

A. LIMITED ACCESS

Permanently positioned gates on the facility access road from Leach Hill Road limit access to the Facility. The Facility employees hold keys to the gates. Public access to the Facility is limited by locking the gates during non-operating hours. A sign is posted at the gates specifying days and hours of operation.

B. TRAFFIC CONTROL

Traffic on Leach Hill Road is subject to posted speed limit signs and other traffic signs. Traffic on the Facility access roads and within the Facility itself is subject to posted traffic signs. Directional signs are posted within the Facility to direct users to proper placement areas. During hours of operation, the attendant directs users to proper drop-off areas after validating permit stickers

C. SITE MAINTENANCE AND IMPROVEMENTS GENERAL RESPONSIBILITY

1. General Responsibility

Site maintenance and improvements are the responsibility of the facility supervisor.

2. Litter Control

Litter is controlled by requiring all refuse to be secured and by having refuse disposal into the

hopper. Both of these measures minimize the amount of litter that can escape. Any litter that does become windblown is periodically removed by employees of the Facility as directed by the Facility supervisor.

3. Vector Control

Disease vectors are generally controlled by proper disposal and compaction of refuse. The compacted waste is deposited in a transfer trailer, which controls access, by rodents, insects and birds. The Facility Supervisor will arrange for rodent or insect extermination on an "as-needed" basis.

4. Noise Control

The hours of operation of the Facility will insure no noise generation during the evening hours. Trees have been maintained on the property, whenever possible, to buffer any noise generated at the Facility. The Facility is located in a rural zone with the closest residential neighbor over 1200 feet away.

5. Odor Control

Odors are controlled at the site by frequent compaction of refuse and prompt removal of the filled transfer trailer from the Transfer Facility. Waste is not left in the hopper unattended. The Transfer Facility Operator arranges for removal of each full trailer of compacted solid waste and replacement with an empty one.

6. Buffer Zones

Buffer zones have been maintained to limit any visual, noise, dust or odor impact on surrounding properties.

7. Roads

Generally, requests for road maintenance and repairs are made by the Facility Supervisor to the Casco Town Manager and repairs are available as needed.

a. Access Roads

The Facility Access Roads are 30-foot wide gravel roads with 2-foot wide shoulders and drainage ditches on either side. The roads must be maintained year-round in sufficient condition to permit a constant and safe flow of both large, heavy vehicles and small vehicles. Ditching and drainage structures must be kept free of obstruction and in good repair, and the roads must be a plowing and sanding priority in the winter.

The transfer trailer access road is a 20" wide gravel road with 2 wide shoulders. This road will be used both for trailer access and metal goods and tire storage containers.

b. Interior Roads

Interior roads are used for maneuvering areas for the various disposal/storage locations. Location of the interior roads is shown on the site drawings. These roads are a plowing and sanding priority during the winter.

c. Dust Control

To control dust on interior, unpaved roads, calcium chloride may be applied, when approved

by the Transfer Station Council. Occasionally, it may be necessary to apply some moisture to the road surface to keep the dust down.

8. Runoff and Erosion Control

Working Areas

The working areas in the Facility have both paved and gravel surfaces. The primary working area (around the compactor) is covered by a roof to prevent storm water from contacting the refuse. Storm water falling on roofs, pavements, gravel areas, or grassed areas on the facility site flows to the perimeter of the project where it is collected in ditches and transported to the detention basins. From these basins storm water is directed off site with no increase from existing conditions. Silt fence, hay bales, and temporary seed and mulch will be used as temporary erosion control measures. See Appendix G for the Stormwater Inspection, Maintenance, and Housekeeping plan.

9. Buildings

There are three (3) structures at the Facility site: The first is the Compaction Operator building. The second building is a 40x60 steel building for the purposes of maintenance of equipment and recycling on the bulky waste portion of the Facility. The third building is the scale operator building/office building located on the bulky waste recycling portion of the Facility. The office within the Compaction Operator building will be heated and will contain the compactor controls. The main office area for the Facility will be located in the scale operators building. This will be the center of the controls for the Facility. It will contain the necessary records for operation and maintenance of the Facility.

D. UTILITIES

1. Electricity

A single-phase electrical power source is available on Leach Hill Road leading to the Facility. Three-phase power required to operate the compactor is located too distant to be economically feasible. A rote-phase unit will be used to convert single to three-phase. This unit will be located below grade, within the foundation. Single-phase power will be utilized for the operation of building lights and other power needs.

2. Telephone

Telephone service will be provided at this Facility and will be brought in along with the electrical lines.

3. Water

Water service will be provided at both facilities for fire protection and wash down from a well drilled on-site. Bottled water will provide the potable supply.

4. Sewer

All buildings have 1000-gallon septic tanks which are pumped to a central leaching field.

VII. BULKY WASTE AND TRANSFER FACILITY PERSONNEL

A. General

Facility personnel will include five 5 job classifications; there will be one full time supervisor, one full time assistant supervisor, a scale operator position, yard foreman and Facility attendants, which may include several full time and part time positions.

1. Facility Supervisor

A detailed job description of this position is presented in **Appendix C section XIII** of this manual.

2. Assistant Facility Supervisor

A detailed job description of this position is presented in **Appendix C section XIII** of this manual.

3. Yard-Foreman

A detailed job description of this position is presented in **Appendix C section XIII** of this manual.

4. Facility Scale Operator

A detailed job description of this position is presented in **Appendix C Section XIII** of this manual.

5. Facility Attendants

A detailed job description of this position is presented in **Appendix C Section XIII** of this manual.

By having Per-Diem trained operators the Facility will always have personnel available to operate the Recycling/Transfer Facility.

VIII. BULKY WASTE AND TRANSFER FACILITY EQUIPMENT

A. BASIC EQUIPMENT

Basic Facility equipment includes one (1) solid waste compactor and transfer trailers. All basic equipment is housed at the transfer facility. Maintenance and replacement of the equipment are scheduled by the Facility supervisor.

B. Compactor

The Compactor is a stationary unit that accepts waste from the hopper above and pushes the waste into a closed- top trailer. The capacity of the charging area is 2.5 cubic yards and the compacting cycle time is less than 60 seconds. The ram force is greater than 25-psi working, and greater the 30-psi maximum over a ram face area of at least 29 inches by 60 inches.

C. Front End Loader

The Facility will have available on-site a front-end loader. Current machine is a Case 621CXT tool carrier enabling the quick attachment and pick up of several different tools for the purpose of performing different jobs with a minimum of risk to personal injury. This unit is to be used for lifting and loading of heavy items, removal of snow, and other utility tasks as required. Operation of this loader will require persons to be trained in the safe and proper operation and care of the vehicle.

The Facility Supervisor will be responsible for seeing that proper care and maintenance are taken of the vehicle and that only trained operators are responsible for the operation of the vehicle.

D. Transfer Trailers

75 to 100 cubic yard transfer trailers will generally be used with the compaction unit. These trailers will be leased by the Town from various private companies providing transfer services. In addition to trailers utilized in the compaction process, various top load and end load roll on roll off units and trailers will be utilized for the collection and transfer of various recyclable materials for the eventual transfer and disposal of materials from the Bulky Waste Recycling area.

E. Backup- Equipment

Backup vehicles and equipment are available on call from several sources.

1. Front End Loader and Dump Truck

P&K Sand and Gravel, Naples, Maine, and R. N. Willey Sons, Casco, Maine.

2. Transfer Trailers

Pine Tree Waste, Scarborough, Maine and Almighty Waste of Auburn, Maine.

3. Compactor

It is difficult to move and/or replace the compactor should it become inoperable for an extended period of time.

Therefore, the following emergency operational procedure will be used.

When the Compactor Attendant determines that the compactor is going to be inoperable for an extended length of time, he will obtain open-top containers from the dealer and place them in the upper parking lot, keeping traffic flow in mind. Waste will then be directly placed in a container or loaded directly in the bucket of the front-end loader.

F. Equipment Maintenance

1. General

Equipment purchase, replacement and maintenance are managed by the Facility Supervisor, with approval of purchase by the Transfer Station Council. Maintenance of equipment is provided by facility personnel where possible and by suppliers, or others, as needed. All maintenance is performed according to manufacturer's instructions, as directed by the Facility Supervisor, and emergency maintenance is available through the Operator.

2. Individual Equipment

Compactor Maintenance

Daily walk around checks by the attendant and service as needed for fluid levels and obstructions

G. Equipment Maintenance Records

All equipment maintenance, including oil, is recorded on forms provided by the Facility Supervisor.

The forms identify the equipment being serviced, the mechanic or operator performing the service parts, labor, etc. Work order forms for equipment service (other than oil or fuel) are by the Facility Supervisor. The Supervisor maintains a file of equipment. The Supervisor provides a monthly report of maintenance expenses to the transfer station council

H. Communication Equipment

The Operator's building and the Scale building are equipped with telephones and Internet in the office for contact with police, fire and emergency medical services, as well as with the Town Office. All employees at both facilities are equipped with two-way radios for quick and easy communication.

I. Fire and Safety Equipment

Both the Operator's building and the Recycling building are equipped with first aid kits and fire extinguishers.

IX. FACILITY OPERATING RECORDS

A. Records of Facility Use

1. Permits

Permits are handled at the Residents Town Offices by the Town Clerks. They are renewed every two years to expire on a date to be determined by the Towns. Changes are subject to approval of the Transfer Station Council. Policy may vary from town to town.

2. User Count Report

The Facility Supervisor provides an annual summary report of all user vehicle counts taken during the year to the Town Manager, and the Transfer Station Council.

B. Personnel Records

1. Employee Forms

Facility employees are required to provide a daily or weekly record of hours worked, equipment used and hours of equipment operation to the Facility Supervisor. The Supervisor submits work records to the Casco Town Office on a weekly basis.

2. Supervisor's Forms

The Facility Supervisor provides a summary of employees' hours, and an itemized breakdown of equipment and tasks they worked on, vacation or sick time used, etc., to the Casco Town Office on a weekly basis

C. Equipment Records

1. Heavy Equipment and Compactors

A record of heavy equipment use is provided on the Employee Form along with the record of

employee hours; this information is provided by the Supervisor. This information is used to schedule maintenance of equipment to comply with the manufacturer's recommendations. Equipment maintenance records are discussed in Section VIII-G.

2. Other Equipment

Records of other Facility equipment are maintained on an individual file basis by the Facility Supervisor.

D. Fiscal Records

1. Revenues

The Supervisor is responsible to oversee the fiscal accounting for all operations of the Facility.

2. Expenditures

Daily and weekly recording of expenditures for labor and equipment is reviewed. Expenditures for other materials, supplies and equipment are recorded on purchase order form, by the Facility Supervisor or others as authorized. All contractual services are recorded as authorized statement for services rendered. The Facility Supervisor provides monthly and yearly summary reports of expenditures to the Towns of Casco, Naples, and the Transfer Station Council.

3. Budget

Preparation of the annual Facility operating budget is the responsibility of the Manager the Facility Supervisor, the Assistant Facility Supervisor, and two council members. Preparation shall be held at a time suitable to participants going over the budget. The budget is reviewed and approved by the Casco/Naples Transfer Station Council.

APPENDIX A. Facility Map



APPENDIX B.
Facility Licenses



STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION
17 STATE HOUSE STATION AUGUSTA, MAINE 04333-0017

DEPARTMENT ORDER

IN THE MATTER OF

TOWN OF CASCO	)	SOLID WASTE ORDER
CASCO, CUMBERLAND COUNTY, MAINE	)	
CASCO/NAPLES TRANSFER STATION	)	
#S-015619-WH-E-A	)	
(APPROVAL WITH CONDITIONS)	)	MINOR REVISION

Pursuant to the provisions of the Maine Hazardous Waste, Septage, and Solid Waste Management Act, 38 M.R.S. §§ 1301 through 1319-Y, the Department's *Solid Waste Management Rules: General Provisions*, 06-096 C.M.R. ch. 400 (last amended February 9, 2021), and *Solid Waste Management Rules: Transfer Stations and Storage Site for Solid Waste*, 06-096 C.M.R. ch. 402 (last amended April 12, 2015), the Department of Environmental Protection (the Department) has considered the application of THE TOWN OF CASCO (the applicant), with its supportive data, staff summary, agency review comments, and other related materials on file and FINDS THE FOLLOWING FACTS:

1. APPLICATION SUMMARY

- A. Application: The applicant has proposed a minor revision to its existing municipal transfer station license. The purpose of the minor revision is to improve traffic flow in the vicinity of the existing compactor, and to make other repairs and improvements.
- B. History: The applicant has operated a solid waste transfer station at 449 Leach Hill Road in Casco since 1989. The facility was originally licensed under Department Order #L-15619-10-A-N. The applicant requested and received a license renewal in 1995 under Department Order #S-015619-WH-B-R and improvements in 2008 under Department Order #S-015619-WH-D-M.
- C. Project Summary: The applicant proposes to improve traffic flow by extending the drive aisles on both sides of the compactor so that residents can pull straight through. Currently, residents must pull up beside the compactor, then reverse to exit. Other proposed changes include the replacement of damaged retaining walls and concrete pads in the bulky waste storage area and improvements to the stormwater management features.

2. PROJECT AND SITE DESCRIPTION

The transfer station is located at 449 Leach Hill Road in Casco, Maine, on a municipally-owned 25.1-acre parcel of land adjacent to the closed town landfill. The northern section of the facility consists of the main entry, a paved area with roll offs and an operator's

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building with a compactor for MSW and recyclables. Currently, residents pull up beside the compactors to deposit their solid waste, then reverse to exit.

The steep section beyond the operator's building would be regraded to allow for cars to pull forward and avoid a reverse movement. This new section of roadway would be integrated with the existing interior driveway that leads to the southern section of the facility which consists of a scale house and scale, storage areas for bulky waste, mixed CDD, CDD wood, white goods, asphalt shingles, metal, and wood waste; roll offs; and a storage building. Residents exit from this section of the facility onto Leach Hill Road.

The proposed site improvements do not include any significant changes to the size of the waste handling area boundary, facility capacity, amount of traffic, facility setbacks, or types of wastes handled at the facility. Specifically, the proposed changes include:

- A. The drive aisles on both sides of the compactor will now be extended, allowing residents to pull straight through and eliminating the need for the reverse movement. A new section of road with retaining walls will be built to allow for this exit from the compactor area and into the bulky waste area. Traffic through the site will become one way for improved traffic flow in this area.
- B. New concrete pads on both sides of the compactor area will be constructed so that traffic is evenly dispersed.
- C. The exit area from the southern section of the facility to Leach Hill Road will be paved.
- D. A new chain link fence and landscaping will be placed in the area of the improvements along Leach Hill Road.
- E. Damaged retaining walls and concrete pads in the bulky waste area (southern section) will be replaced.
- F. Damaged culverts will be replaced, and general maintenance will be performed on the existing retention pond and two infiltration basins. One infiltration basin will be expanded for additional capacity to handle runoff from the increased impervious surface area associated with the transfer station improvements.

3. FINANCIAL ABILITY

The project will be financed through an approved \$1.6 million bond. The Department finds that the applicant has adequate financial ability to design,

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construct, operate, maintain, and close the modified transfer station in a manner consistent with state environmental requirements.

4. TECHNICAL ABILITY

The applicant has operated a solid waste transfer station at the project location since 1989 and will continue to operate it for the foreseeable future. The facility stormwater improvements were prepared by professional engineers. The Department finds that the applicant has adequate technical ability to implement the proposed modifications and operate, maintain, and close the modified transfer station in a manner consistent with state environmental requirements.

5. EROSION, SEDIMENTATION, SURFACE WATER QUALITY AND FLOODING

New retaining walls, concrete pads, and paved sections will increase the impervious area in the northern part of the facility. Damaged retaining walls and concrete pads will be replaced in the bulky waste area (southern part) and the exit from the facility onto Leach Hill Road will be paved. These improvements will increase impervious area by +/-0.33 acres and increase developed area by +/-0.137 acres.

Runoff will be collected and conveyed through proposed catch basins and culverts to an existing infiltration basin at the bulky waste site. This basin will be upsized to account for the increase in impervious area. Offsite runoff that drains onto the site from the landfill and Leach Hill Road will be rerouted around the transfer station to eliminate ponding and erosion which currently occurs on the site. The replacement of damaged culverts and general maintenance to the infiltration basins and retention pond will improve stormwater management.

The applicant's stormwater management and erosion and sedimentation control plans have been reviewed by Department engineering staff. The Department finds that the proposed modifications will not cause unreasonable sedimentation or erosion of soil, will not unreasonably cause or increase flooding on site or on adjacent properties, and will not create an unreasonable flood hazard to a structure provided that the underdrained filter is constructed, inspected and maintained in accordance with the Department's *Maine Stormwater Management Manual, Technical Design Manual, Vol. III (May 2016): Chapter 7.1- Grassed Underdrained Soil Filters*.

6. OPERATIONS

The applicant has not submitted an updated operations manual with its application. The Department finds that the applicant must update its operations

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manual to address the changes to the facility's traffic patterns and to include the new inspection and maintenance procedures related to the modified stormwater structures, as outlined in the Inspection, Maintenance and Housekeeping Plan prepared by Sebago Technics. The operations manual must be submitted to the Department for approval within 60 days of the approval of this license.

BASED on the above Findings of Fact, the Department makes the following CONCLUSIONS:

1. The proposed modifications will not pollute any water of the State, contaminate the ambient air, constitute a hazard to health or welfare, or create a nuisance.
2. The applicant has the financial capacity to implement the proposed modifications and operate, maintain, and close the expanded transfer station in a manner consistent with state environmental requirements.
3. The applicant has adequate technical ability to implement the proposed modifications and operate, maintain, and close the expanded transfer station in a manner consistent with state environmental requirements.
4. The proposed facility will not cause unreasonable sedimentation or erosion of soil, unreasonably cause or increase flooding on site or on adjacent properties, and will not create an unreasonable flood hazard to a structure, provided that the applicant updates its operations manual to include procedures for periodic inspection and maintenance of the underdrained soil filter in accordance with the *Maine Stormwater Management Manual, Technical Design Manual Vol. III (May 2016): Chapter 7.1-Grassed Underdrained Soil Filters*.
5. The applicant will update its operations manual to address the changes to the facility's traffic patterns and to include the new inspection and maintenance procedures related to the modified stormwater structures, as outlined in the Inspection, Maintenance and Housekeeping Plan prepared by Sebago Technics, and will provide a copy to the Department within 60 days of approval of this license.

THEREFORE, the Department APPROVES the above noted application of THE TOWN OF CASCO, SUBJECT TO THE ATTACHED CONDITONS, and all applicable standards and regulations.

1. The Standard Conditions of Approval, a copy attached as Appendix A.

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2. Within 60 days of completion of this project, the applicant shall update its transfer station operations manual to include any operational changes related to the changed traffic pattern, and procedures for routine inspection and maintenance of the underdrained soil filter and other stormwater handling structures, and provide a copy to the Department.
3. The invalidity or unenforceability of any provision, or part thereof, of this license shall not affect the remainder of the provision or any other provisions. This license shall be construed and enforced in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

DONE AND DATED AT AUGUSTA, MAINE, THIS 22nd DAY
OF September, 2023.

DEPARTMENT OF ENVIRONMENTAL PROTECTION

BY:  *for*
Melanie Loyzim, Commissioner

PLEASE NOTE ATTACHED SHEET FOR GUIDANCE ON APPEAL PROCEDURE

Date of initial receipt of application: March 23, 2023

Date of application acceptance: April 4, 2023

Date filed with the Board of Environmental Protection:

XRAM90826

FILED
SEP 22, 2023
State of Maine
Board of Environmental
Protection

Appendix A

STANDARD CONDITIONS TO ALL SOLID WASTE FACILITY LICENSES

STRICT CONFORMANCE WITH THE STANDARD AND SPECIAL CONDITIONS OF THIS APPROVAL IS NECESSARY FOR THE PROJECT TO MEET THE STATUTORY CRITERIA FOR APPROVAL. VIOLATIONS OF THE CONDITIONS UNDER WHICH A LICENSE IS ISSUED SHALL CONSTITUTE A VIOLATION OF THAT LICENSE AGAINST WHICH ENFORCEMENT ACTION MAY BE TAKEN, INCLUDING REVOCATION.

1. **Approval of Variations from Plans.** The granting of this approval is dependent upon and limited to the proposals and plans contained in the application and supporting documents submitted and affirmed by the licensee. Any consequential variation from these plans, proposals, and supporting documents is subject to review and approval prior to implementation.
2. **Compliance with All Applicable Laws.** The licensee shall secure and comply with all applicable federal, state, and local licenses, permits, authorizations, conditions, agreements, and orders prior to or during construction and operation, as appropriate.
3. **Compliance with All Terms and Conditions of Approval.** The licensee shall submit all reports and information requested by the Department demonstrating that the licensee has complied or will comply with all terms and conditions of this approval. All preconstruction terms and conditions must be met before construction begins.
4. **Transfer of License.** The licensee may not transfer the solid waste facility license or any portion thereof without approval of the Department.
5. **Initiation of Construction or Development Within Two Years.** If the construction or operation of the solid waste facility is not begun within two years of issuance of within 2 years after any administrative and judicial appeals have been resolved, the license lapses and the licensee must reapply to the Department for a new license unless otherwise approved by the Department.
6. **Approval Included in Contract Bids.** A copy of the approval must be included in or attached to all contract bid specifications for the solid waste facility.
7. **Approval Shown to Contractors.** Contractors must be shown the license by the licensee before commencing work on the solid waste facility.
8. **Background of key individuals.** A licensee may not knowingly hire as an officer, director, or key solid waste facility employee, or knowingly acquire an equity interest or debt interest in, any person convicted of a felony or found to have violated a State or federal environmental law or rule without first obtaining the approval of the Department.
9. **Fees.** The licensee must comply with annual license and annual reporting fee requirements of the Department's rules.
10. **Recycling and Source Reduction Determination for Solid Waste Disposal Facilities.** This condition does not apply to the expansion of a commercial solid waste disposal facility that accepts only special waste for landfilling. The solid waste disposal facility shall only accept solid waste that is subject to recycling and source reduction programs, voluntary or otherwise, at least as effective as those imposed by 38 M.R.S. Chapter 13.
11. **Deed Requirements for Solid Waste Disposal Facilities.** Whenever any lot of land on which an active, inactive, or closed solid waste disposal facility is located is being transferred by deed, the following must be expressly stated in the deed:
 - A. The type of facility located on the lot and the dates of its establishment and closure.

Appendix A

STANDARD CONDITIONS TO ALL SOLID WASTE FACILITY LICENSES

- B. A description of the location and the composition, extent, and depth of the waste deposited.
- C. The disposal location coordinates of asbestos wastes must be identified.



DEP INFORMATION SHEET

Appealing a Department Licensing Decision

Dated: August 2021

Contact: (207) 314-1458

3

SUMMARY

This document provides information regarding a person's rights and obligations in filing an administrative or judicial appeal of a licensing decision made by the Department of Environmental Protection's (DEP) Commissioner.

Except as provided below, there are two methods available to an aggrieved person seeking to appeal a licensing decision made by the DEP Commissioner: (1) an administrative process before the Board of Environmental Protection (Board); or (2) a judicial process before Maine's Superior Court. An aggrieved person seeking review of a licensing decision over which the Board had original jurisdiction may seek judicial review in Maine's Superior Court.

A judicial appeal of final action by the Commissioner or the Board regarding an application for an expedited wind energy development ([35-A M.R.S. § 3451\(4\)](#)) or a general permit for an offshore wind energy demonstration project ([38 M.R.S. § 480-HH\(1\)](#)) or a general permit for a tidal energy demonstration project ([38 M.R.S. § 636-A](#)) must be taken to the Supreme Judicial Court sitting as the Law Court.

I. ADMINISTRATIVE APPEALS TO THE BOARD

LEGAL REFERENCES

A person filing an appeal with the Board should review Organization and Powers, [38 M.R.S. §§ 341-D\(4\) and 346](#); the Maine Administrative Procedure Act, 5 M.R.S. § [11001](#); and the DEP's [Rule Concerning the Processing of Applications and Other Administrative Matters \(Chapter 2\)](#), 06-096 C.M.R. ch. 2.

DEADLINE TO SUBMIT AN APPEAL TO THE BOARD

Not more than 30 days following the filing of a license decision by the Commissioner with the Board, an aggrieved person may appeal to the Board for review of the Commissioner's decision. The filing of an appeal with the Board, in care of the Board Clerk, is complete when the Board receives the submission by the close of business on the due date (5:00 p.m. on the 30th calendar day from which the Commissioner's decision was filed with the Board, as determined by the received time stamp on the document or electronic mail). Appeals filed after 5:00 p.m. on the 30th calendar day from which the Commissioner's decision was filed with the Board will be dismissed as untimely, absent a showing of good cause.

HOW TO SUBMIT AN APPEAL TO THE BOARD

An appeal to the Board may be submitted via postal mail or electronic mail and must contain all signatures and required appeal contents. An electronic filing must contain the scanned original signature of the appellant(s). The appeal documents must be sent to the following address.

Chair, Board of Environmental Protection
c/o Board Clerk
17 State House Station
Augusta, ME 04333-0017
ruth.a.burke@maine.gov

The DEP may also request the submittal of the original signed paper appeal documents when the appeal is filed electronically. The risk of material not being received in a timely manner is on the sender, regardless of the method used.

At the time an appeal is filed with the Board, the appellant must send a copy of the appeal to: (1) the Commissioner of the DEP (Maine Department of Environmental Protection, 17 State House Station, Augusta, Maine 04333-0017); (2) the licensee; and if a hearing was held on the application, (3) any intervenors in that hearing proceeding. **Please contact the DEP at 207-287-7688 with questions or for contact information regarding a specific licensing decision.**

REQUIRED APPEAL CONTENTS

A complete appeal must contain the following information at the time the appeal is submitted.

1. *Aggrieved status.* The appeal must explain how the appellant has standing to bring the appeal. This requires an explanation of how the appellant may suffer a particularized injury as a result of the Commissioner's decision.
2. *The findings, conclusions, or conditions objected to or believed to be in error.* The appeal must identify the specific findings of fact, conclusions of law, license conditions, or other aspects of the written license decision or of the license review process that the appellant objects to or believes to be in error.
3. *The basis of the objections or challenge.* For the objections identified in Item #2, the appeal must state why the appellant believes that the license decision is incorrect and should be modified or reversed. If possible, the appeal should cite specific evidence in the record or specific licensing criteria that the appellant believes were not properly considered or fully addressed.
4. *The remedy sought.* This can range from reversal of the Commissioner's decision on the license to changes in specific license conditions.
5. *All the matters to be contested.* The Board will limit its consideration to those matters specifically raised in the written notice of appeal.
6. *Request for hearing.* If the appellant wishes the Board to hold a public hearing on the appeal, a request for hearing must be filed as part of the notice of appeal, and it must include an offer of proof regarding the testimony and other evidence that would be presented at the hearing. The offer of proof must consist of a statement of the substance of the evidence, its relevance to the issues on appeal, and whether any witnesses would testify. The Board will hear the arguments in favor of and in opposition to a hearing on the appeal and the presentations on the merits of an appeal at a regularly scheduled meeting. If the Board decides to hold a public hearing on an appeal, that hearing will then be scheduled for a later date.
7. *New or additional evidence to be offered.* If an appellant wants to provide evidence not previously provided to DEP staff during the DEP's review of the application, the request and the proposed supplemental evidence must be submitted with the appeal. The Board may allow new or additional evidence to be considered in an appeal only under limited circumstances. The proposed supplemental evidence must be relevant and material, and (a) the person seeking to add information to the record must show due diligence in bringing the evidence to the DEP's attention at the earliest possible time in the licensing process; or (b) the evidence itself must be newly discovered and therefore unable to have been presented earlier in the process. Requirements for supplemental evidence are set forth in [Chapter 2 § 24](#).

OTHER CONSIDERATIONS IN APPEALING A DECISION TO THE BOARD

1. *Be familiar with all relevant material in the DEP record.* A license application file is public information, subject to any applicable statutory exceptions, and is made accessible by the DEP. Upon request, the DEP will make application materials available to review and photocopy during normal working hours. There may be a charge for copies or copying services.

2. *Be familiar with the regulations and laws under which the application was processed, and the procedural rules governing the appeal.* DEP staff will provide this information upon request and answer general questions regarding the appeal process.
3. *The filing of an appeal does not operate as a stay to any decision.* If a license has been granted and it has been appealed, the license normally remains in effect pending the processing of the appeal. Unless a stay of the decision is requested and granted, a licensee may proceed with a project pending the outcome of an appeal, but the licensee runs the risk of the decision being reversed or modified as a result of the appeal.

WHAT TO EXPECT ONCE YOU FILE A TIMELY APPEAL WITH THE BOARD

The Board will acknowledge receipt of an appeal, and it will provide the name of the DEP project manager assigned to the specific appeal. The notice of appeal, any materials admitted by the Board as supplementary evidence, any materials admitted in response to the appeal, relevant excerpts from the DEP's administrative record for the application, and the DEP staff's recommendation, in the form of a proposed Board Order, will be provided to Board members. The appellant, the licensee, and parties of record are notified in advance of the date set for the Board's consideration of an appeal or request for a hearing. The appellant and the licensee will have an opportunity to address the Board at the Board meeting. The Board will decide whether to hold a hearing on appeal when one is requested before deciding the merits of the appeal. The Board's decision on appeal may be to affirm all or part, affirm with conditions, order a hearing to be held as expeditiously as possible, reverse all or part of the decision of the Commissioner, or remand the matter to the Commissioner for further proceedings. The Board will notify the appellant, the licensee, and parties of record of its decision on appeal.

II. JUDICIAL APPEALS

Maine law generally allows aggrieved persons to appeal final Commissioner or Board licensing decisions to Maine's Superior Court (see [38 M.R.S. § 346\(1\)](#); 06-096 C.M.R. ch. 2; [5 M.R.S. § 11001](#); and M.R. Civ. P. 80C). A party's appeal must be filed with the Superior Court within 30 days of receipt of notice of the Board's or the Commissioner's decision. For any other person, an appeal must be filed within 40 days of the date the decision was rendered. An appeal to court of a license decision regarding an expedited wind energy development, a general permit for an offshore wind energy demonstration project, or a general permit for a tidal energy demonstration project may only be taken directly to the Maine Supreme Judicial Court. See 38 M.R.S. § 346(4).

Maine's Administrative Procedure Act, DEP statutes governing a particular matter, and the Maine Rules of Civil Procedure must be consulted for the substantive and procedural details applicable to judicial appeals.

ADDITIONAL INFORMATION

If you have questions or need additional information on the appeal process, for administrative appeals contact the Board Clerk at 207-287-2811 or the Board Executive Analyst at 207-314-1458 bill.hinkel@maine.gov, or for judicial appeals contact the court clerk's office in which the appeal will be filed.

Note: This information sheet, in conjunction with a review of the statutory and regulatory provisions referred to herein, is provided to help a person to understand their rights and obligations in filing an administrative or judicial appeal. The DEP provides this information sheet for general guidance only; it is not intended for use as a legal reference. Maine law governs an appellant's rights.

APPENDIX C.
Job Descriptions

JOB DESCRIPTION

Position Title	Department	Reports to
Facility Supervisor	Bulky Waste & Transfer Station	Town Manager
Employment Status	FLSA Status	Effective Date
☐ Temporary ☒ Full-Time ☐ Part-Time	☒ Non-Exempt ☐ Exempt	September 2023

POSITION SUMMARY

The Facility Supervisor performs general supervisor labor duties at the transfer station / bulky waste facility completing tasks such as yard clean-up, fueling vehicles and equipment, and general vehicle operation. The Facility Supervisor oversees customers to ensure their bulky waste is sorted and disposed of in the proper areas of the facility. Also ensure that proper stickers are attached.

General supervision of the role is provided by the Facility Supervisor.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The essential functions include, but are not limited to the following:

- The Facility Supervisor is responsible for the overall operation of the facility and reports directly to the appropriate administrator designated by the Transfer Station Council.
- The Facility Supervisor is responsible for assigning tasks to employees and arranging employees' schedules.
- The Facility Supervisor is responsible for supervising employees in their work and evaluating employees' performances.
- The Facility supervisor is responsible for providing direct assistance to the public.
- The Facility Supervisor is responsible for arranging for the transportation of recycled materials and solid waste from the facility.
- The Facility Supervisor is responsible for providing monthly reports as required by the Administrator and/or Transfer Station Council accounting for material coming into the facility, and material going out to various recycling markets.
- The Facility Supervisor is responsible for monitoring recycling markets on a regular basis and making changes as appropriate to maximize the return to the facility for recyclable materials sold.
- The Facility Supervisor is responsible for making recommendations and suggestions for improvements to the facility and operation.
- The Facility Supervisor shall meet with the Administrator and with the Casco Naples Transfer Station Council on a regular basis as required.
- The Facility Supervisor is responsible for administering the directives of the Transfer Station Council in accordance with the operations manual and the appropriate personnel policy.

SKILLS AND ABILITIES:

- Must be able to coordinate the overall operation of the Recycling Facility.
- Must have the ability to read and maintain charts, financial reports, and payroll reports.
- Must have the ability to schedule workloads with employees and provide proper supervision to see that all operations and job-related tasks are completed.

- Must have the ability to provide back up to facility workers including assisting the public with unloading, maneuvering of vehicles, and operation of equipment.
- Must have the skills and ability necessary to seek out, locate, monitor and adapt to changing recycling markets.
- Must have the ability to interact with members of the public in a professional manner that ensures the efficient operation of the facility and ensures the public's safety.
- Must have the ability to communicate clearly in writing and telephone communication to arrange for the orderly transport of materials from the facility.
- Must have excellent listening, communication, and problem-solving skills
- Must have the ability to be self-directed and motivated
- Must possess the ability to work and lead in a collaborative environment
- Must be dedicated to employee and customer safety dedication to safety; the duties include but not limited to compliance with Bureau of Labor Safety standards, and review of operational practices.
- Must have the ability to develop preliminary operation and capital budgets. They must also possess the skills necessary to present the budgets to both Town Managers and the Transfer Station Council.

EDUCATION & EXPERIENCE QUALIFICATIONS:

- A high school diploma or equivalent experience is required
- 1 year experience in a similar role preferred
- Must have a valid driver's license and a clean driving record in order to operate town equipment
- Proficient working on a computer and with Microsoft Office; ability to learn industry specific software
- Supervisory, accounting, and bookkeeping skills preferred.

WORKING CONDITIONS/PHYSICAL DEMANDS:

While performing the duties of this position, the employee is regularly required to talk and hear. The employee frequently is required to use hands or finger, handle, or feel objects, tools or controls. The employee is occasionally required to stand; walk; sit; reach with hands and arms; climb a six-foot ladder or balance; and stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this position include close vision, distance vision, peripheral vision, and the ability to adjust focus. The work environment is varied, including regular outdoor work during all seasons. Occasional exposure to cleaning solutions, dust, toxins, hazardous materials, electrical and mechanical hazards, dust, and loud unpleasant noises. The noise level in the work environment is usually moderate.

This job description is not intended to be and should not be construed as an all-inclusive list of all the responsibilities, skills or working conditions associated with the position. While it is intended to accurately reflect the position's activities and requirements, the Town reserves the right to modify, add or remove duties and assign other duties as necessary.

External and internal applicants, as well as position incumbents who become disabled as defined under the Americans with Disabilities Act, must be able to perform the essential job functions (as listed on this job description) either unaided or with the assistance of a reasonable accommodation to be determined by management on a case-by-case basis.

Employee's Signature

Date

Town Manager's Signature

Date

JOB DESCRIPTION

Position Title	Department	Reports to
Assistant Facility Supervisor	Bulky Waste	Facility Supervisor
Employment Status	FLSA Status	Effective Date
☐ Temporary ☒ Full-Time ☐ Part-Time	☒ Non-Exempt ☐ Exempt	July 2022

POSITION SUMMARY

The Assistant Facility Supervisor performs general labor duties at the transfer station / bulky waste facility completing tasks such as yard clean-up, fueling vehicles and equipment, and general vehicle operation. The Assistant Facility Supervisor oversees customers to ensure their bulky waste is sorted and disposed of in the proper areas of the facility. Also ensure that proper stickers are attached.

General supervision of the role is provided by the Facility Supervisor.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The essential functions include, but are not limited to the following:

- Performs general labor duties at the transfer station completing tasks such as yard clean-up, fueling vehicles and equipment, general vehicle operation, general office maintenance and other related duties
- Interacts with customers to facilitate smooth operations on site
- Assists customers with properly sorting and disposing of their bulky waste
- Inspects loads for unacceptable materials to ensure safety for customers and other employees
- Pulls recyclable material to be relocated and properly taken care of
- Ability to use heavy equipment to move bulky waste as required
- Ability to manage day-to-day operations in the absence of the Facility Supervisor
- Ability to analyze and report on bulky waste intake utilizing industry software product
- Ensures residents are properly stickered as required
- Ensures that the facility is maintained at all times by sweeping floors, cleaning and picking up in and around solid waste stations and/or facilities, mowing grass, moving snow, and scraping ice

SKILLS AND ABILITIES:

- The Assistant Facility Supervisor must have the ability to provide direct assistance to customers (users) of the transfer station and bulky waste facility, including the ability to lift and move objects up to 50 pounds in weight, ability to operate a front-end loader.
- Must have the ability to schedule workloads with employees and provide proper supervision to see that all operations and job-related tasks are properly completed.
- Must be able to coordinate the overall workload of facility attendants in the absence of the Facility Supervisor.
- Must have the ability to communicate clearly in writing and telephone communication to arrange for the orderly transport of materials from the facility in the absence of the Facility Supervisor.

- Must have excellent listening, communication, and problem-solving skills
- Must have the ability to be self-directed and motivated
- Must possess the ability to work and lead in a collaborative environment
- Must be dedicated to employee and customer safety dedication to safety; the duties include but not limited too compliance with Bureau of Labor Safety standards, review of operational practices and ensuring Safet Data Sheets (SDS) are current
- Must possess excellent customer service skills with the ability to communicate with varied facility consumers.

EDUCATION & EXPERIENCE QUALIFICATIONS:

- A high school diploma or equivalent experience is required
- 1 year experience in a similar role preferred
- Must have a valid driver's license and a clean driving record in order to operate town equipment
- Ability to proficiently operate a front-end loader
- Proficient working on a computer and with Microsoft Office; ability to learn industry specific software

WORKING CONDITIONS/PHYSICAL DEMANDS:

While performing the duties of this position, the employee is regularly required to talk and hear. The employee frequently is required to use hands or finger, handle, or feel objects, tools or controls. The employee is occasionally required to stand; walk; sit; reach with hands and arms; climb a six-foot ladder or balance; and stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this position include close vision, distance vision, peripheral vision, and the ability to adjust focus. The work environment is varied, including regular outdoor work during all seasons. Occasional exposure to cleaning solutions, dust, toxins, hazardous materials, electrical and mechanical hazards, dust, and loud unpleasant noises. The noise level in the work environment is usually moderate.

This job description is not intended to be and should not be construed as an all-inclusive list of all the responsibilities, skills or working conditions associated with the position. While it is intended to accurately reflect the position's activities and requirements, the Town reserves the right to modify, add or remove duties and assign other duties as necessary.

External and internal applicants, as well as position incumbents who become disabled as defined under the Americans with Disabilities Act, must be able to perform the essential job functions (as listed on this job description) either unaided or with the assistance of a reasonable accommodation to be determined by management on a case-by-case basis.

Employee's Signature

Date

Town Manager's Signature

Date

TOWN OF CASCO JOB DESCRIPTION

Position Title	Department	Reports to
Yard Foreman	Transfer Station	Bulky Waste Supervisor
Employment Status	FLSA Status	Effective Date
☐ Temporary ☒ Full-Time ☐ Part-Time	☒ Non-Exempt ☐ Exempt	September 2023

POSITION SUMMARY

The Yard Foreman is responsible for carrying out the job responsibilities assigned by the Bulky Waste Supervisor. Casco Naples Transfer station and The Bulky Waste facilities are jointly owned and operated by the Towns of Casco and Naples. For the purposes of personnel administration, the Town of Casco administers personnel matters.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The essential functions include, but are not limited to the following:

- Provide direct assistance to the public in the course of disposal of waste and recycling of materials.
- Assist in the process for the transportation of recycled materials and solid waste from the transfer station facility.
- Primary operator of the facility front-end loader.
- Provide routine maintenance and care of the facility equipment.
- Assign tasks to Transfer Station employees in the absence of the Supervisor.
- All other duties as assigned.

SKILLS AND ABILITIES:

- The Foreman must have the ability to provide direct assistance to customers (users) of the transfer station facility, including the ability to lift and move objects up to 50 pounds in weight, ability to operate a front-end loader.
- Must have the ability to do light shoveling, raking, and picking up of materials as required.
- Must have Light mechanical skills; ability to weld is desired.
- Must be able to operate the facility front-end loader including: daily, weekly and periodic maintenance.
- Must have the ability to schedule workloads with employees and provide proper supervision to see that all operations and job-related tasks are properly completed.
- Must be able to coordinate the overall workload of facility attendants in the absence of the Supervisor.
- Must have the ability to communicate clearly in writing and telephone communication to arrange for the orderly transport of materials from the facility in the absence of the facility Supervisor.

EDUCATION & EXPERIENCE QUALIFICATIONS:

Minimum education required is high school diploma or equivalent, or appropriate experience.

WORKING CONDITIONS/PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this position. Reasonable accommodation may be made to enable individuals with disabilities to perform the functions. Ability to work a flexible schedule, when needed, according to the needs of the Town. Ability to access all areas of the buildings and grounds, including going up and down stairs. Travel between locations is required.

While performing the duties of this position, the employee is regularly required to talk and hear. The employee frequently is required to use hands or finger, handle, or feel objects, tools or controls. The employee is occasionally required to stand; walk; sit; reach with hands and arms; climb a six-foot ladder or balance; and stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this position include close vision, distance vision, peripheral vision, and the ability to adjust focus. The work environment is varied, including regular outdoor work during all seasons. Occasional exposure to cleaning solutions, dust, toxins, hazardous materials, electrical and mechanical hazards, dust, and loud unpleasant noises. The noise level in the work environment is usually moderate.

This job description is not intended to be and should not be construed as an all-inclusive list of all the responsibilities, skills or working conditions associated with the position. While it is intended to accurately reflect the position's activities and requirements, the Town reserves the right to modify, add or remove duties and assign other duties as necessary.

External and internal applicants, as well as position incumbents who become disabled as defined under the Americans with Disabilities Act, must be able to perform the essential job functions (as listed on this job description) either unaided or with the assistance of a reasonable accommodation to be determined by management on a case-by-case basis.

Employee's Signature

Date

Town Manager's Signature

Date

TOWN OF CASCO JOB DESCRIPTION

Position Title	Department	Reports to
Scale Operator	Bulky Waste Facility	Bulky Waste Supervisor
Employment Status	FLSA Status	Effective Date
☐ Temporary ☒ Full-Time ☐ Part-Time	☒ Non-Exempt ☐ Exempt	September 2023

POSITION SUMMARY

The Scale Operator is directly responsible to the Facility Supervisor. The Casco Naples Transfer station is jointly owned and operated by the Towns of Casco and Naples. For the purposes of personnel administration, all personnel are employees of the Town of Casco, and subject to Casco personnel regulations.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

The essential functions include, but are not limited to the following:

- Operation and record keeping for the truck scale to include weighing in of all vehicles, weighing out all appropriate loads, recording of weights to appropriate towns.
- Provide reports for billing participating communities and customers.
- Provide general accounting work for the operation of the facility.
- Provide monthly reconciliations and reports for the operation of the facility.
- Assist the supervisor with managing the facility.
- Direct the public from the scales to the appropriate areas for recycling.
- Handle telephone calls and providing citizen assistance over the telephone.
- Work with the public in a responsible and courteous manner.
- Follow the facility's operation manual and appropriate personnel policy.
- All other duties as assigned.

SKILLS AND ABILITIES:

- The Bulky Waste Scale Operator must have the ability to operate and manage a 70' truck scale, be able to physically exit the building and deliver weight receipts, be able to manage traffic on and off the scales and give directions to people as to where material will be hauled.
- Must be familiar with and be able to learn to operate the computer system.
- Must have basic accounting skills.
- Must have the ability to reconcile financial and weight records for the purposes of sending bills to participating communities and customers.
- Must be able to verbally communicate in a coherent manner and communicate in writing.
- Assist the Facility Supervisor as required.

- Must follow instructions of the Facility Operations Manual and all appropriate policies.

EDUCATION & EXPERIENCE QUALIFICATIONS:

- Minimum education required is high school diploma or equivalent, or appropriate experience.
- Computer experience is desirable.

WORKING CONDITIONS/PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this position. Reasonable accommodation may be made to enable individuals with disabilities to perform the functions. Ability to work a flexible schedule, when needed, according to the needs of the Town. Ability to access all areas of the buildings and grounds, including going up and down stairs. Travel between locations is required.

While performing the duties of this position, the employee is regularly required to talk and hear. The employee frequently is required to use hands or finger, handle, or feel objects, tools or controls. The employee is occasionally required to stand; walk; sit; reach with hands and arms; climb a six-foot ladder or balance; and stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this position include close vision, distance vision, peripheral vision, and the ability to adjust focus. The work environment is climate controlled. Occasional outdoor work is required all seasons. Occasional exposure to cleaning solutions, dust, toxins, hazardous materials, electrical and mechanical hazards, dust, and loud unpleasant noises. The noise level in the work environment is usually moderate.

This job description is not intended to be and should not be construed as an all-inclusive list of all the responsibilities, skills or working conditions associated with the position. While it is intended to accurately reflect the position's activities and requirements, the Town reserves the right to modify, add or remove duties and assign other duties as necessary.

External and internal applicants, as well as position incumbents who become disabled as defined under the Americans with Disabilities Act, must be able to perform the essential job functions (as listed on this job description) either unaided or with the assistance of a reasonable accommodation to be determined by management on a case-by-case basis.

Employee's Signature

Date

Town Manager's Signature

Date

TOWN OF CASCO JOB DESCRIPTION

Position Title	Department	Reports to
Facility Attendant	Transfer Station	Bulky Waste Supervisor
Employment Status	FLSA Status	Effective Date
☐ Temporary ☒ Full-Time ☐ Part-Time	☒ Non-Exempt ☐ Exempt	September 2023

POSITION SUMMARY

The Solid Waste Attendant is directly responsible to the Facility Supervisor and/or Assistant Facility Supervisor. The Casco Naples Transfer station is jointly owned and operated by the Towns of Casco and Naples. For the purposes of personnel administration, all personnel are employees of the Town of Casco, and subject to Casco personnel regulations.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The essential functions include, but are not limited to the following:

- Assist customers with proper procedures and rules for disposal and recycling of materials.
- Provide direct assistance to the public in the course of disposal of waste and recycling of materials.
- Keep records as assigned by the facility supervisors.
- Carry out the directives and assignments of the Facility Supervisor or Assistant Facility Supervisor.
- All other duties as assigned.

SKILLS AND ABILITIES:

- Must have the ability to provide direct customer support, instruction and assistance when needed.
- Communicate clearly and politely with customers.
- Follow instructions from the Facility Supervisor or Assistant Facility Supervisor.
- Provide direct assistance to customers of the facilities and have the ability to lift and move objects up to 50 pounds in weight.
- Must have the ability to perform light shoveling, raking, and picking up of materials as required.

EDUCATION & EXPERIENCE QUALIFICATIONS:

Minimum education required is high school diploma or equivalent, or appropriate experience.

WORKING CONDITIONS/PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this position. Reasonable accommodation may be made to enable individuals with disabilities to perform the functions. Ability to work a flexible schedule, when

needed, according to the needs of the Town. Ability to access all areas of the buildings and grounds, including going up and down stairs. Travel between locations is required.

While performing the duties of this position, the employee is regularly required to talk and hear. The employee frequently is required to use hands or finger, handle, or feel objects, tools or controls. The employee is occasionally required to stand; walk; sit; reach with hands and arms; climb a six-foot ladder or balance; and stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this position include close vision, distance vision, peripheral vision, and the ability to adjust focus. The work environment is varied, including regular outdoor work during all seasons. Occasional exposure to cleaning solutions, dust, toxins, hazardous materials, electrical and mechanical hazards, dust, and loud unpleasant noises. The noise level in the work environment is usually moderate.

This job description is not intended to be and should not be construed as an all-inclusive list of all the responsibilities, skills or working conditions associated with the position. While it is intended to accurately reflect the position's activities and requirements, the Town reserves the right to modify, add or remove duties and assign other duties as necessary.

External and internal applicants, as well as position incumbents who become disabled as defined under the Americans with Disabilities Act, must be able to perform the essential job functions (as listed on this job description) either unaided or with the assistance of a reasonable accommodation to be determined by management on a case-by-case basis.

Employee's Signature

Date

Town Manager's Signature

Date

APPENDIX D.

Disposal Agreements and Contracts

ECO MAINE

**INTERLOCAL SOLID WASTE
AGREEMENT**

Dated as of December 1, 2005

ECO MAINE

INTERLOCAL SOLID WASTE AGREEMENT

This AGREEMENT is being made and entered into between the **CITIES** and **TOWNS** listed in Appendix A hereto, which elect to execute this Agreement, hereinafter collectively referred to as the "Participating Municipalities," all being duly organized municipal corporations under the applicable laws of the State of Maine.

WHEREAS: The said Participating Municipalities desire to authorize the incorporation of **ECO Maine** as a non-capital stock nonprofit corporation under the provisions of Title 30-A, Chapter 115, Title 13-B and Title 38, Section 1304-B(5) of the Maine Revised Statutes, for the purpose of carrying out a solid waste management program for the mutual benefit of said Participating Municipalities.

NOW THEREFORE: It is hereby mutually agreed by and between the undersigned Participating Municipalities as follows:

THE UNDERSIGNED PARTICIPATING MUNICIPALITIES MUTUALLY AGREE AS FOLLOWS:

1. That the purpose of this AGREEMENT is to provide for the acquisition of real and personal property necessary to the management of solid waste and to establish and carry out a program of solid waste management for: (a) the management of such solid waste as may be generated within the boundaries of the parties at rates established pursuant to Paragraph 6(G); or (b) as may be generated elsewhere when the management of such solid waste is accepted by a majority vote of the hereinafter named Board, at rates established by the Board.

2. That this AGREEMENT shall remain in full force and effect until terminated by withdrawal of all the remaining parties or by dissolution.

3. That there shall be and is hereby established and created, pursuant to the provisions of Title 30-A, Chapter 115; Title 13-B; and Title 38, Section 1304-B(5) of the Maine Revised Statutes, as amended, a non-capital stock nonprofit corporation

under the name of "ECO Maine" ("ECO Maine"), to conduct the cooperative undertaking contemplated by this AGREEMENT and to exercise, through its Board of Directors (the "Board") and on behalf of the Participating Municipalities, the powers herein delegated to it for the-operation of a regional solid waste management system. It is intended that said corporation will qualify as a public waste disposal corporation under the provisions of Title 38, Section 1304-B, Subsection 5 of the Maine Revised Statutes, as amended and as an entity whose obligations bear interest excludable from gross income under Section 103 of the Internal Revenue Code, as amended, and whose exercise of the powers conferred upon it herein shall be deemed to constitute the performance of an essential public function.

4. The Board shall, at an annual meeting to be held each year, elect from its membership a Chair, Vice-Chair, Secretary and a Treasurer and such other officers as it may desire and shall adopt By-Laws and rules for the conduct of its meetings and the other affairs of the Board and the corporation.

5. ECO Maine, through its Board, may exercise, on behalf of the Participating Municipalities, those powers as are hereinafter set forth which are necessary or convenient to the accomplishment of the purposes stated herein and which are permitted by law to be exercised by the Participating Municipalities, individually or jointly. Such delegated powers are as follows:

- A. To purchase, lease as lessor, rent, hold, own, maintain, operate, lease as lessee or convey any and all real and personal property or any easement or interest therein all as may be necessary or convenient for its purposes. Ownership of any right, title or interest therein may be held by ECO Maine or jointly by the Participating Municipalities.
- B. To plan, construct, equip, operate, and maintain, either directly or by contract with another party, any solid waste facility or project deemed desirable or necessary.

- C. To contract with any person, firm, corporation, partnership, or other entity, private, public, governmental, or otherwise, for services, management, work, material, or property, and to adopt or alter rules, regulations or procedures for the procurement thereof.
- D. To adopt or alter rules for the management of solid waste.
- E. To employ or arrange for the employment of such persons as are required for the purposes stated herein.
- F. To receive and accept from, or contract with, the Federal, State and Municipal governments, and other public or private agencies, for donations, loans, grants, gifts, or other assistance for solid waste management and in such contract agree to be bound by all applicable provisions of Federal, State and Municipal statutes and regulations as the case may be.
- G. To borrow such sums of money on such terms and conditions as it shall deem desirable or necessary from time to time from any federal, state, municipal or other governmental entity, including, but not limited to, any public or quasi-public authority, agency, or instrumentality thereof or from any public or private lending or financial institution, and to secure such borrowing by any pledge, mortgage, lien or other encumbrance of any revenues or real or personal property of ECO Maine, which it shall deem desirable or necessary to provide in connection therewith.
- H. To allocate all costs of operation of the solid waste management program to the Participating Municipalities on the basis of the percentage of solid waste generated in such municipalities and as otherwise herein provided by charging each of the Participating Municipalities a uniform unit cost per ton of solid waste, which shall be so established each year by the Board as, to the extent possible, will assure sufficient income to meet the cost of solid waste management for the ensuing year. Such annual operating expenses shall also include unfunded capital outlay, if any, insurance, taxes, rentals,

and necessary reserves for contingencies as determined by the Board, but not to exceed in any year five percent (5%) of the total operating budget. Until the first fiscal year of operation has been completed, said uniform unit cost shall be computed on the basis of estimated amounts of solid waste to be processed. Following the first full fiscal year of operation, said uniform unit cost shall be computed based upon actual amounts of solid waste processed from each Participating Municipality in the preceding year as determined from Board records. The Board may require advance payment of such operating costs for the first fiscal year of operation.

- I. To make expenditures for and contract with respect to capital items from funds provided pursuant to Section 8.
- J. To contract with persons, corporations, districts, other municipalities or other legal entities, both inside and outside the boundaries of the Participating Municipalities, parties hereto, and with the State of Maine, United States Government, and any agency of either, to provide for management of solid waste at rates established by the Board.
- K. To receive, loan and disburse funds for any purpose contemplated by this AGREEMENT.
- L. To issue notes, bonds, debentures or other debt obligations which it deems necessary or desirable to carry out the purposes of this AGREEMENT including, without limitation, obligations which bear interest excludable from gross income under Sections 103 and 141 of the Internal Revenue Code of 1986, as amended, including obligations which bear such tax exempt interest and which are authorized to be issued under the provisions of Title 10, Chapter 110, Subchapter IV of the Maine Revised Statutes, it being the intent of the Participating Municipalities to empower ECO Maine to issue such obligations authorized by Title 10, Chapter 110, Subchapter IV of the Maine Revised Statutes by virtue of the power given to ECO

Maine hereby pursuant to Title 30-A, Chapter 115 of the Maine Revised Statutes.

6. ECO Maine, through its Board, and on behalf of the Participating Municipalities, shall:

- A. Plan, construct, equip, operate and maintain a solid waste management program for the benefit of the Participating Municipalities, parties hereto, or residents thereof.
- B. Serve as a mutual forum to identify, discuss, study, and bring into focus regional solid waste problems and needs.
- C. Serve as a vehicle for the collection and exchange of solid waste information of regional concern and interest. Provide continuing organizational machinery to insure effective solid waste system operation, communication and coordination among Participating Municipalities.
- D. Provide continuing organizational machinery to insure effective solid waste system operation, communication and coordination among Participating Municipalities.
- E. Foster, develop and review policies, plans and priorities for the solid waste program.
- F. Develop a Uniform Solid Waste Ordinance to be submitted to Participating Municipalities.
- G. On or before April 1 of each year, prepare and submit to the municipal officers of the Participating Municipalities an itemized estimate of the expenditures and the anticipated revenues for the following Fiscal Year, which shall be from July 1st through June 30th of each year. Such estimates shall include the following:

- (1) Anticipated Revenues. An itemized estimate of anticipated revenues during the ensuing fiscal year from each source.

- (2) Estimate of Expenditure. An itemized estimate of expenditures for each classification for such ensuing fiscal year.
- (3) Actual Receipts. After the first year of operation, an itemized statement of all actual receipts from all sources to and including January 31st of the previous fiscal year, with estimated receipts from such sources shown for the balance of such year.
- (4) Actual Expenditures. After the first year of operation, an itemized statement of all actual expenditures to and including January 31st of the previous fiscal year, with estimated expenditures shown for the balance of such year.
- (5) Cost Per Ton. The estimated uniform unit cost per ton of solid waste to be charged for the ensuing fiscal year.

On or before July first of each year, the Board shall adopt a final budget for the ensuing Fiscal Year which shall be itemized in the same manner as the estimate of expenditures and revenues. The budget shall include the amount of any deficit or anticipated deficit for the current year's operation. Such budget shall be submitted forthwith to the municipal officers of the Participating Municipalities and shall include an allocation of the annual costs of operation for the determination of which provision is made in Section 5(H). Each Participating Municipality shall pay not later than the 15th day of the following month an amount of money which shall equal the estimated unit cost per ton set forth in said budget multiplied by the number of tons of waste material delivered by and on behalf of such Participating Municipality to ECO Maine facilities in the preceding month as determined by the Board but in no event shall such monthly payment be less than 1/12th of the allocated share of such Participating Municipality for said ensuing Fiscal Year.

- H. The Board may from time to time impose such charges as it deems appropriate, by the way of surcharge or otherwise, to fund reserve accounts

for catastrophic loss arising from the Solid Waste Program or for ordinary after-care and closure and post-closure costs for ECO Maine solid waste disposal facilities. Such charges may or may not differentiate between classes of users based upon the ultimate responsibility of such users for such risks and liabilities in the future.

- I. In the event the Board determines that a hazardous condition exists at any ECO Maine facility the Board shall promptly take such action as may be necessary to correct the hazardous condition.

7. In the event that any expenditure is required to be made, financed or refinanced, the cost of which in the opinion of the Board is too great to be met from annual revenues, the Board shall, after a vote of three fourths (3/4) of its members that the cost should be incurred, determine whether to authorize ECO Maine to fund the expenditure or request the Participating Municipalities to provide the funds for the expenditure. If the Participating Municipalities are requested to provide the funds, the Board shall notify the Participating Municipalities of the necessity to fund the expenditure. In the event repayment or security sources provided by ECO Maine alone prove insufficient to pay when due principal or redemption premium of or interest on any borrowing by ECO Maine, the Board shall, after a vote of three fourths (3/4) of its members that such deficiency in debt service should be made up by payments from the Participating Municipalities, notify the Participating Municipalities of the necessity to fund such debt service deficiency. In its notice to the Participating Municipalities, the Board shall describe the project for which the expenditure or debt service deficiency payment is required, the estimated cost thereof, the term over which the cost shall be funded or the term of any debt service on which payment is sought hereunder, the proportionate share of the estimated cost or debt service deficiency to be contributed by each Participating Municipality requested to provide such funds, and the date or dates upon which such funds are to be made available to ECO Maine. Such funds may be provided by each Participating Municipality in such manner as it shall determine, from

available revenue funds, by taxation, by borrowing, or otherwise. Each Participating Municipality shall promptly take such action as necessary to provide such funds and shall notify the Board as soon as such funds are available. The notice to the Board shall be accompanied by an opinion of counsel stating that the funds have been fully authorized and may properly be paid to ECO Maine or, if the funds are to be raised by borrowing, the Board's notice shall be accompanied by preliminary opinion of recognized Bond Counsel indicating that an unqualified opinion approving of the legality of bonds or notes to be issued for said purpose can reasonably be expected at time such bonds or notes are issued and that the net proceeds may be properly paid to ECO Maine.

The funds so provided by the requested Participating Municipalities shall be used by ECO Maine only for the purposes for which the request was made. Any surplus funds not so used shall be returned to the Participating Municipalities in the same proportion in which such municipalities originally contributed such funds.

The proportionate share of the expenditure to be contributed by each Participating Municipality so requested shall be determined by the Board on the basis of the percentage of solid waste processed from said Participating Municipality.

8. ECO Maine shall establish and fund a reserve account for catastrophic loss and for after-care and closure and post-closure costs of solid waste disposal facilities, or for any other purpose which represents a contingent obligation on the part of ECO Maine or any of the Participating Municipalities to either perform or pay damages in the future. Such reserves shall be left to accumulate with interest and shall not be used for any other purpose than the purpose for which they are established. The reserves shall be established and accumulated to an amount of not less than \$300,000 and remain available for at least 20 years after any ECO Maine ashfill or balefill disposal site is finally closed.

Provided further, however, that if any liability exists for claims and expenses arising from or caused by the ownership, operation or maintenance of any solid waste

disposal facility under the ECO Maine Solid Waste Program and said claims or expenses are not covered by insurance or other funded reserve, or if any notice of a deficiency in debt service on any obligation of ECO Maine is sent to the Participating Municipalities as provided for in Section 8 hereof, then each of the Participating Municipalities agree that it shall contribute promptly on notification by ECO Maine its proportionate share toward the payment of any claims, costs, damages, debt service deficiency and any reasonable legal defense costs associated therewith, and that the proportionate share to be contributed by each Participating Municipality shall be determined and allocated on the basis of the percentage of solid waste processed by ECO Maine from said Participating Municipality according to the ECO Maine records.

9. A Participating Municipality may withdraw from this AGREEMENT at the end of a fiscal year provided that it has given the Board at least one (1) year's written notice of its intention to do so. Such Participating Municipality shall be permitted to withdraw only if it pays its proportionate share of the current indebtedness of ECO Maine prior to withdrawal and agrees by appropriate written document to pay its proportionate share of any long-term indebtedness of ECO Maine as such indebtedness becomes due and payable; and shall convey to the other Participating Municipalities sufficient right, title or interest in property owned by ECO Maine or held jointly by two or more Participating Municipalities and used by ECO Maine pursuant to Section 5(A) above to insure unfettered use for the purposes stated herein by the remaining participants; provided, however, during the period of notice, such withdrawing municipality shall not become liable for any capital expenditures or borrowings which may be made by ECO Maine; and further provided, the withdrawal of any Participating Municipality from this AGREEMENT pursuant to this Section shall not relieve the withdrawing municipality from liabilities incurred by ECO Maine during its membership unless liability arises from or is caused by an ECO Maine solid waste disposal facility established after the effective date of such withdrawal.

10. Other municipalities, not original signatories hereof, may become parties to this AGREEMENT upon three fourths (3/4) vote of the Board, upon the signing of this AGREEMENT, and upon agreement to such further terms, conditions or other considerations as the Board may require.

11. The right, title and-interest of ECO Maine in solid waste disposal sites when exhausted of their capacity and of no further use in the accomplishment of the purposes set forth herein shall be conveyed at no charge to that Participating Municipality within whose boundaries said site is located unless such Participating Municipality does not desire same.

12. At such time as ECO Maine shall have discharged all of its obligations and paid or provided for the payment thereof, the Board may, by a three fourths (3/4) vote of the Participating Municipalities, parties to this AGREEMENT, dissolve this AGREEMENT and dispose of all ECO Maine property, real and personal, in such manner as said Board shall authorize and direct. All money, if any, remaining in the hands of the Treasurer, shall be paid to the Participating Municipalities as of the date of such dissolution in accordance with the formula then in effect for the cost sharing of capital contributions.

13. This AGREEMENT may be further modified or amended by mutual agreement of all Participating Municipalities, parties hereto, evidenced by a duly executed instrument in writing attached hereto and approved by the Maine Department of Environmental Protection or its successor agency. Notwithstanding the foregoing, the addition of new Participating Municipalities as parties of this AGREEMENT shall require only the approval of the Board in accordance with the provisions of Section 10 above.

IN WITNESS WHEREOF, the said Participating Municipalities have caused this AGREEMENT to be executed on their behalf by their respective duly authorized representatives, and to be dated as of December 1, 2005.

APPENDIX A

List of Participating Municipalities Executing the ECO Maine Interlocal Solid Waste Agreement

(As each Participating Municipality executes this ECO Maine Interlocal Solid Waste Agreement, such municipality shall be listed below. A copy of this Agreement and a fully completed copy of the list of Participating Municipalities that sign this Agreement shall be provided to the Clerk of each such Participating Municipality by ECO Maine.)

Bridgton
Cape Elizabeth
Casco
Cumberland
Falmouth
Freeport
Gorham
Gray
Harrison
Hollis
Limington
North Yarmouth
Portland
Pownal
Scarborough
South Portland
Yarmouth
Waterboro
Windham

As provided in the approvals of this Agreement by the Participating Municipalities, failure of any such municipality to authorize this Agreement shall not invalidate this Agreement, and this Agreement shall be a valid and binding agreement of such number of the foregoing municipalities that actually duly authorized and executed this Agreement.

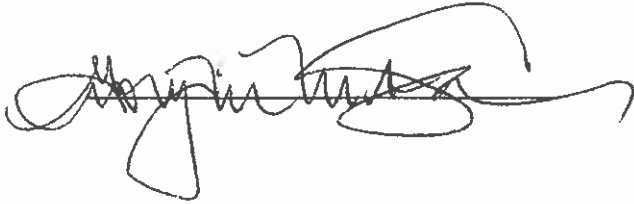
ECO MAINE

INTERLOCAL SOLID WASTE AGREEMENT

Counterpart Signature Page

Witness:

Town of Bridgton:



By: Dominic K. Belanger
Its: Town Manager

ECO MAINE

INTERLOCAL SOLID WASTE AGREEMENT

Counterpart Signature Page

Witness:

Town of Cape Elizabeth:

Deborah Cabana

By: Carl K. McInnis

Its: Town MANAGER

ECO MAINE

INTERLOCAL SOLID WASTE AGREEMENT

Counterpart Signature Page

Witness:

Lucille W. Griffin

Town of Casco:

By: 

Its: Town Manager

ECO MAINE

INTERLOCAL SOLID WASTE AGREEMENT

Counterpart Signature Page

Witness:

Town of Cumberland:

Nancy Brown

By: Willi R. [Signature]

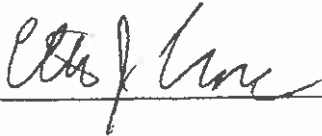
Its: Town Manager

ECO MAINE

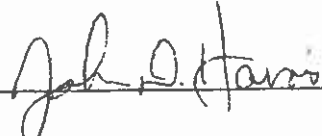
INTERLOCAL SOLID WASTE AGREEMENT

Counterpart Signature Page

Witness:



Town of Falmouth:

By: 

Its: Town Manager

ECO MAINE

INTERLOCAL SOLID WASTE AGREEMENT

Counterpart Signature Page

Witness:

Stephane Blum

Town of Freeport:

By: [Signature]

Its: Town Manager

ECO MAINE

INTERLOCAL SOLID WASTE AGREEMENT

Counterpart Signature Page

Witness:

Town of Gorham:

gen l. sheldon

By: David O. Cole

Its: Town Manager

ECO MAINE

INTERLOCAL SOLID WASTE AGREEMENT

Counterpart Signature Page

Witness:

Wendell C. Clark

Town of Gray:

By: Henry C. White

Its: Chair, Gray Town Council

ECO MAINE

INTERLOCAL SOLID WASTE AGREEMENT

Counterpart Signature Page

Witness:

Town of Harrison:

Justin E. Colburn

By: Michael J. K.

Its: Town Manager

ECO MAINE

INTERLOCAL SOLID WASTE AGREEMENT

Counterpart Signature Page

Witness:

Judy Romans

Town of Hollis:

By:

Its:

Selectmen

ECO MAINE

INTERLOCAL SOLID WASTE AGREEMENT

Counterpart Signature Page

Witness:

Town of Limington:

By: Herbert Randall

Its: Philip Hearshorn

Raymond Wall

ECO MAINE

INTERLOCAL SOLID WASTE AGREEMENT

Counterpart Signature Page

Witness:

Maria C. Hansen

Town of North Yarmouth:

By: [Signature]

Its: Admin Asst

ECO MAINE

INTERLOCAL SOLID WASTE AGREEMENT

Counterpart Signature Page

Witness:

City of Portland:

Samia Beas

By:

Joseph E. Long

Its:

CITY MAINE

ECO MAINE

INTERLOCAL SOLID WASTE AGREEMENT

Counterpart Signature Page

Witness:

Town of Pownal:

By: Philip M. White

Its: Chair - Selectmen

ECO MAINE

INTERLOCAL SOLID WASTE AGREEMENT

Counterpart Signature Page

Witness:

James A. Nelson

Town of Scarborough:

By: *Louis A. Oliver*

Its: *Town Manager*

ECO MAINE

INTERLOCAL SOLID WASTE AGREEMENT

Counterpart Signature Page

Witness:

Shy F. Nadeau

City of South Portland:

By: [Signature]
Its: City Manager

ECO MAINE

INTERLOCAL SOLID WASTE AGREEMENT

Counterpart Signature Page

Witness:

Pam Wilson

Town of Waterboro

By:

Its:

ECO MAINE

INTERLOCAL SOLID WASTE AGREEMENT

Counterpart Signature Page

Witness:

Town of Windham:

Nancy D. Johnston

By: Anthony T. Plante

Its: Town Manager

ECO MAINE

INTERLOCAL SOLID WASTE AGREEMENT

Counterpart Signature Page

Witness:

Jennifer S. Doten

Town of Yarmouth:

By:

[Signature]

Its:

Town Manager

ECO MAINE

INTERLOCAL SOLID WASTE AGREEMENT

Approval by State Officers:
(Title 30-A, Section 2205,
Maine Revised Statutes)

Department of Environmental Protection

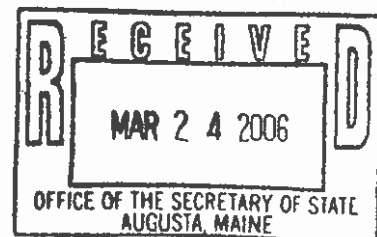
By: _____

Robert M. Goss

Filing of Agreement:
(Title 30-A, Section 2204,
Maine Revised Statutes)

Office of Secretary of State

Received: _____



WASTE HANDLING AGREEMENT

Between

Town of Casco

and

ECO MAINE

Dated as of July 1, 2006

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This Agreement is entered into in the State of Maine by and between the Town of Casco, a body corporate pursuant to law (hereinafter referred to as the "MUNICIPALITY") and **ECO Maine** a Maine non-capital stock nonprofit corporation (hereinafter referred to as "ECO Maine").

WHEREAS, the MUNICIPALITY is required to provide facilities for the safe and efficient disposal of certain solid wastes generated within the MUNICIPALITY; and

WHEREAS, it is the policy of the State of Maine to promote and foster resource conservation and resource recovery from solid waste; and

WHEREAS, ECO Maine is willing and able to design, construct, operate and maintain (or to cause the design, construction, operation and maintenance of) a solid waste-to-energy facility; and

WHEREAS, ECO Maine is also willing and able to provide for the financing of and own the aforementioned facility.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the parties hereby agree as follows:

Article I

Definitions

As used in this Agreement the following terms shall have the following meanings:

A. Acceptable Waste means ordinary household, municipal, institutional, commercial and industrial Solid Waste including, but not limited to, the following:

(1) Garbage, trash, rubbish, paper and cardboard, plastics, refuse, beds, mattresses, sofas, refrigerators, washing machines, bicycles, baby carriages and automobile or small vehicle tires, to the extent that ECO Maine determines that the air emission criteria and standards applicable to and at the Facility are not violated; and

- (2) Processible portions of commercial and industrial Solid Waste; and
- (3) Wood and lumber, tree limbs, branches, ties, logs and trees, if no more than four and one-half (4 1/2) feet long and eight (8) inches in diameter, and leaves, twigs, grass and plant cuttings, provided that the MUNICIPALITY shall not be obligated to deliver or cause to be delivered any items listed in this subpart (3) to the Facility, and further provided that such items may be delivered to the Facility by or on behalf of the MUNICIPALITY on an irregular basis only and shall represent an insignificant portion of the total Waste delivered to the Facility by or on behalf of the MUNICIPALITY within any Calendar Year.

Notwithstanding any provisions to the contrary, Unacceptable Waste, including Hazardous Waste, shall not be "Acceptable Waste" and is explicitly excluded therefrom. Furthermore, any substances which as of the date of this Agreement are included as "Acceptable Waste", but which are later determined to be harmful, toxic, dangerous or hazardous by any governmental agency or unit having appropriate jurisdiction, shall not be "Acceptable Waste" under the terms of this Agreement. However, any substances which as of the date of this Agreement are not included within the definition of "Acceptable Waste" because they are considered harmful, toxic, dangerous or hazardous and which are later determined not to be harmful, toxic, dangerous or hazardous by any governmental agency or unit having appropriate jurisdiction, shall be considered "Acceptable Waste" unless a contrary determination has been or is made by any other governmental agency or unit having appropriate jurisdiction or unless such substances are otherwise considered "Unacceptable Waste" or "Hazardous Waste."

B. Agreement means this Agreement, including any appendices incorporated herein and as it may be amended from time to time.

C. Bonds mean the bonds to be issued by ECO Maine or another entity from time to time to finance:

- (1) All or a portion of the cost of designing, constructing and installing all or any portion of the Facility; and

(2) Such additional amounts as may be required to pay any costs of issuance of the Bonds and interest on the Bonds and to fund any reserves required to be funded from Bond proceeds; provided that the Bonds include, but are not limited to, all other bonds now outstanding or hereafter issued pursuant to a Trust Indenture to be entered by ECO Maine, including, without limitation, bonds issued to refund in whole or in part any outstanding bonds of Regional Waste Systems, Inc. or to finance costs of acquisition of the Facility from Regional Waste Systems, Inc.

D. BTU means British Thermal Unit.

E. Business Day means each Monday, Tuesday, Wednesday, Thursday, Friday and Saturday which is not a Legal Holiday.

F. Calendar Year means a twelve (12) month period of Facility operations beginning on January 1 of each calendar year and ending on the following December 31.

G. Commencement Date of Operations means the date designated by ECO Maine in its sole discretion upon which Acceptable Waste shall be delivered at the Site by the MUNICIPALITY pursuant to this Agreement.

H. Credit Enhancement Provider shall have the meaning ascribed thereto in the trust indenture for the Bonds.

I. Delivery Hours means the period of hours on each Business Day set by ECO Maine during which Acceptable Waste may be delivered to the Facility. Delivery Hours may be suspended or modified by ECO Maine due to Shutdowns, hazardous conditions or lawful orders to do so.

J. ECO Maine means ECO Maine, a non-capital stock, non-profit corporation created pursuant to Title 30-A, Chapter 115; Title 13, Chapter 81; and Title 38, Section 1304-B of the Maine Revised Statutes, or any successor thereto or assignee thereof as permitted by this Agreement.

K. Facility means all buildings, equipment, installations and the like on the Site required for Handling Solid Waste and ancillary activities, including production and delivery of steam and electricity.

L. Fiscal Year means a one year period commencing on July 1 of each calendar year and ending on June 30 of the following calendar year.

M. Handle means to store, transfer, collect, separate, bale, salvage, process, reduce, recover, incinerate, treat or dispose of.

N. Hazardous Waste means Waste which by reason of its composition, characteristics or other inherent properties is dangerous to Handle by ordinary means, or which may present a substantial endangerment to health or safety, or which presents a reasonable possibility of adversely affecting the operation of the Facility. "Hazardous Waste" shall also mean Waste which is defined as harmful, toxic, dangerous or hazardous at any time during the term of this Agreement pursuant to (i) the Solid Waste Disposal Act, 42 U.S.C. §§6901 et seq., as amended; and (ii) the Maine Hazardous Waste, Septage and Solid Waste Act, 38 M.R.S.A. 591301 et seq., as amended; and (iii) any other Federal, State, county or local codes, statutes or laws; and (iv) any regulations, orders or other actions promulgated or taken with respect to the items listed in (i) through (iii) above; provided, however, that any such materials which are later determined not to be harmful, toxic, dangerous or hazardous by any governmental agency or unit having appropriate jurisdiction shall not be considered "Hazardous Waste" unless a contrary determination has been or is made by any other governmental agency or unit having appropriate jurisdiction.

O. Landfill means any landfill designated by ECO Maine from time to time.

P. Legal Holiday shall mean a day designated as a legal holiday pursuant to Section 1051, Title 4, Maine Revised Statutes, or such other day as may be so designated by ECO Maine.

Q. Member Municipality shall mean any municipality which is a member of ECO Maine.

R. Operator means the company, companies or any other entity with which ECO Maine may from time to time contract or agree to operate the Facility, or, in the absence of any such Operator, ECO Maine.

S. Pit means the storage area or areas at the Facility from which Acceptable Waste will be extracted for disposal, baling or other Handling.

T. Processed Waste means the Waste that is actually delivered to the Facility by or on behalf of the MUNICIPALITY and which is removed from the delivery vehicle or container or which is otherwise accepted for Handling at the Facility.

U. Recyclable Waste shall mean newsprint, glass, metal cans, bottles and other materials being recycled by the MUNICIPALITY as of the date of this Agreement, which is acceptable waste and from which resources other than energy may be recovered by the MUNICIPALITY.

V. Recycle means to recover resources other than energy from Recyclable Waste.

W. Residue means by-products of the Handling of Processed Waste that are not themselves Hazardous Wastes. Such by-products may include, but are not limited to, ash, process rejects, oversized and bulky Wastes and unprocessable Wastes.

X. Returned Waste means Waste that is actually delivered to the Facility by or on behalf of the MUNICIPALITY, but which is not removed from the delivery vehicle or container or is otherwise not accepted for Handling at the Facility.

Y. Shutdown means a full or partial cessation of operation of the System.

Z. Site means any property wherever located as designated from time to time by ECO Maine or its assignee by written notice to the MUNICIPALITY.

AA. Solid Waste means useless, unwanted or discarded solid material with insufficient liquid content to be free flowing. "Solid Waste" includes, but is not limited to, rubbish, garbage, scrap materials, junk, refuse, inert fill material and landscape refuse. "Solid Waste" shall in no case include sludges from air or water pollution control facilities, septic tank sludge or agricultural wastes.

BB. System means the Facility, Landfill, and any ancillary facilities, whether or not owned or operated by ECO Maine, necessary or appropriate for Handling Solid Waste on the Site or elsewhere, including Handling pursuant to contracts with other persons or entities.

CC. Tipping Fee means the payments required to be made by the MUNICIPALITY to ECO Maine for the Handling of Acceptable Waste received at the Facility.

DD. Ton means a quantity of 2,000 pounds.

EE. Unacceptable Waste means that portion of Solid Waste which is not Acceptable Waste and includes, but is not limited to, sewage and its derivatives, construction and demolition debris, special nuclear or by-product materials within the meaning of the Atomic Energy Act of 1954, as amended, and Hazardous Waste.

FF. Waste means items, materials or substances delivered to the Facility by the MUNICIPALITY, its employees, agents or contractors.

Article II

Representations, Warranties and Covenants

A. ECO Maine warrants and represents to the MUNICIPALITY the following:

(1) It is a non-capital stock, non-profit corporation duly organized and validly existing under the laws of the State of Maine in good standing, and authorized to do business under the laws of the State of Maine and that it has full power and authority to execute and to enter into this Agreement and is qualified to perform this Agreement in accordance with its terms.

(2) The execution and delivery of this Agreement has been duly authorized by all appropriate actions of ECO Maine and its Board of Directors, and this Agreement constitutes the legal, valid and binding obligation of ECO Maine enforceable in accordance with its terms (except as enforceability may be limited by applicable bankruptcy or similar laws affecting creditors' rights, and by application of equitable principles if equitable remedies are sought).

(3) The execution, delivery and performance of this Agreement will not violate any provision of law, any order of any court or other agency of government, ECO Maine's by-laws or recording certificate, or any indenture,

material agreement or other instrument to which ECO Maine is now a party or by which it or any of its properties or assets is bound, or be in conflict with, result in a breach of or constitute a default (with due notice or the passage of time or both) under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of ECO Maine.

B. The MUNICIPALITY warrants and represents to ECO Maine each of the following:

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

Article III RESERVED

Article IV Operation of the System

A. ECO Maine shall, on and after Commencement Date of Operations, except as otherwise expressly provided for herein, operate, maintain and administer the System, or shall cause the System to be so operated, maintained, and administered, as to be capable of Handling Acceptable Waste from the MUNICIPALITY.

B. ECO Maine shall be solely responsible for and exclusively entitled to the benefits of any Acceptable Waste deposited at the Facility.

C. ECO Maine shall be responsible for Handling of all Residue generated by the Facility and for Handling Acceptable Waste delivered to the Facility during any period of Shutdown.

Article V

Delivery of Waste to the Facility

A. On or after the Commencement Date of Operations the MUNICIPALITY will cause to be delivered to the Facility all Acceptable Waste collected by it and all other Acceptable Waste generated within the MUNICIPALITY except for Acceptable Waste generated in areas listed in any applicable Appendix hereto. The MUNICIPALITY will adopt reasonable measures to prevent the delivery of Unacceptable Waste to the Facility.

B. Notwithstanding any other provisions of this Agreement to the contrary, the MUNICIPALITY shall have no obligation to deliver Recyclable Waste generated within the MUNICIPALITY to the Facility and of such types which as of the date of this Agreement is actually being recycled. The MUNICIPALITY shall be obliged to deliver all other Recyclable Waste generated within the MUNICIPALITY to the Facility unless ECO Maine consents to allow the MUNICIPALITY to retain additional types of Waste for Recycling.

C. ECO Maine shall give the MUNICIPALITY seven (7) days advance notice of the Commencement Date of Operations. However, ECO Maine's failure to give such advance notice shall not constitute a breach or default under the terms of this Agreement, but shall merely delay the MUNICIPALITY's obligation to deliver Acceptable Waste to the Facility until seven (7) days after the earlier of the date on which ECO Maine gives notice to the MUNICIPALITY of the Commencement Date of Operations or the MUNICIPALITY receives actual knowledge of the Commencement Date of Operations.

D. **RESERVED.**

E. Upon Commencement Date of Operations (or upon such later date as provided in Section C above), the MUNICIPALITY is unconditionally required and obligated hereunder, whether or not the Facility is operational and whether or not there

is any breach or default by ECO Maine of its obligations hereunder, to deliver Acceptable Waste to the Site and, upon acceptance by ECO Maine, to pay a Tipping Fee therefore in accordance with this Agreement without any offset, deduction or setoff whatsoever in an amount which, together with other revenues received by ECO Maine from operation of the System, are sufficient to pay the "total cost of the System" as defined in Article VII hereof, and thereafter ECO Maine shall be obligated to handle such waste as provided herein.

F. ECO Maine and the MUNICIPALITY acknowledge that the MUNICIPALITY has been and may continue to be party to a Waste Handling Agreement with Regional Waste Systems, Inc. dated as of July 1, 1986 (the "RWS Waste Handling Agreement"). As long as the RWS Waste Handling Agreement is in effect, any Acceptable Waste delivered by the MUNICIPALITY pursuant to the provisions of the RWS Waste Handling Agreement shall be deemed to have been delivered to the Facility for purposes of this Agreement.

Article VI

Delivery Procedures and Weighing

A. All deliveries of Acceptable Waste to the Facility by or on behalf of the MUNICIPALITY shall be made during Delivery Hours and ECO Maine or the Operator may reject any Acceptable Waste delivered at hours other than Delivery Hours. ECO Maine or the Operator may also reject delivery of Unacceptable Waste. Except as otherwise provided herein, ECO Maine shall keep the Facility open for receipt of Acceptable Waste during Delivery Hours.

B. ECO Maine shall provide the MUNICIPALITY with a description of the type of vehicles which will or will not be accepted for use in delivering Waste to the Facility. The MUNICIPALITY shall cause all equipment and vehicles delivering Waste to the Facility to bear an ECO Maine identification conspicuously displayed on the exterior of the vehicle in a location designated by ECO Maine and reasonably visible to

personnel at the scale house at the Facility. Said identification shall be in such form as ECO Maine may from time to time reasonably designate.

C. ECO Maine shall maintain or shall cause the Operator to maintain weighing facilities at the Facility for the purpose of determining the total Tonnage of Acceptable Waste delivered to the Facility by or on behalf of the MUNICIPALITY. Each vehicle delivering Waste to the Facility shall be weighed in and weighed out. ECO Maine shall maintain or cause the Operator to maintain a weight record containing the weight, date, time and vehicle identification of each vehicle entering and exiting the Facility. ECO Maine shall maintain or cause the Operator to maintain copies of all weight records for a period of at least two years. The MUNICIPALITY shall have the right to inspect the weight records upon reasonable advance notice.

D. ECO Maine or the Operator shall estimate the quantity of Waste and Acceptable Waste delivered to the Facility during any time that all weighing facilities are incapacitated, being tested or are otherwise not available for use, on the basis of vehicle volumes and estimated data obtained from historical information pertinent to the MUNICIPALITY. These estimates shall take the place of actual weighing records during such times.

E. Waste which is delivered to the Facility and which is not rejected by ECO Maine or the Operator shall be deposited at the Pit. No Waste may be stored outside the Facility buildings except during an emergency and then only if applicable environmental, safety and aesthetic requirements are satisfied. Title to all Waste shall pass to the Operator when such Waste is deposited at the Pit.

F. Neither ECO Maine, the Operator or the MUNICIPALITY shall knowingly permit deliveries of Hazardous Waste to the Facility.

G. The MUNICIPALITY shall pay all costs related to Handling of Unacceptable Waste delivered to the Facility by the MUNICIPALITY, its employees, agents, or contractors, provided that the MUNICIPALITY shall not be obligated to pay costs related to Handling of Unacceptable Waste generated within the MUNICIPALITY

but not delivered to the Facility by the MUNICIPALITY, its employees, agents or contractors.

Article VII

Calculation and Payment of Tipping Fee

A. The MUNICIPALITY agrees to pay ECO Maine a Tipping Fee as calculated herein for each Ton of Waste deposited at the Pit by the MUNICIPALITY, its employees, agents or contractors. The Tipping Fee for each Fiscal Year shall be calculated by:

- (1) Calculating the "total cost of the System" of the previous Fiscal Year; and
- (2) Subtracting from the aforesaid "total cost of the System" all revenues received by ECO Maine from the operation of the System during the previous Fiscal Year, from any source other than Tipping Fees received from Member Municipalities or any agency, instrumentality or subdivision thereof; and
- (3) Dividing the resulting amount by the number of Tons of Waste deposited at the Pit during the previous Fiscal Year, by Member Municipalities, or any agency, instrumentality or subdivision thereof for which a Tipping Fee may be charged.

Until the Facility has been operational for at least a full year period following the Commencement Date of Operations, any Tipping Fee shall be calculated based upon estimated costs, revenues and waste deposits.

B. As used herein, the "total cost of the System" for any Fiscal Year shall mean all expenses associated with the System during that year and shall include, but not be limited to:

- (1) The current expenses of operating, maintaining and managing the System, including transportation and other ancillary costs;
- (2) Payments of principal, premium, interest penalties and other charges on all bonds, notes and other obligations issued by ECO Maine including any

amount owing to the issuer of a credit or liquidity facility provided in connection with said bonds, notes and other obligations as such bonds, notes and other obligations become due or upon an accelerated basis;

(3) The creation and maintenance of such reserves sufficient to provide funds available for debt service equal to 125% of expected debt service, or as may be required by any trust agreement or resolution securing bonds, notes and other obligations of ECO Maine, or as may be deemed necessary by ECO Maine for any reasonable contingency;

(4) The provision of funds for paying the cost of all necessary repairs, replacements and renewals of the System;

(5) Payment or provisions for any and all amounts which ECO Maine may be obligated to pay or provide for by law or contract, including any resolution or contract with or for the benefit of the holders of its bonds, notes and other obligations and for the benefit of the issues of a credit or liquidity facility provided in connection with said bonds, notes and other obligations;

(6) Any deficit or anticipated deficit for the current year's operation, including any deficit resulting from the failure of a Member Municipality or any other person or entity to pay Tipping Fees when due and owed; and

(7) Payments in lieu of taxes to Member Municipalities where all or a portion of the System is located.

C. On or before July 15 of each year following the Commencement Date of Operations, ECO Maine shall adopt a final budget for operation and maintenance of the System for the ensuing Fiscal Year which shall include an estimate of the total Tipping Fee to be paid by the MUNICIPALITY during the ensuing Fiscal Year based on the actual Tonnage of Waste deposited at the Facility by the MUNICIPALITY during the previous Fiscal Year and upon the Tipping Fee for the Fiscal Year as calculated in Section A of this Article. The MUNICIPALITY shall pay not later than the 15th day of each following month an amount of money which shall equal 1/12th of the estimated total Tipping Fee to be paid by the MUNICIPALITY during the Fiscal Year.

D. At least 90 days prior to the Commencement Date of Operations ECO Maine shall submit to the MUNICIPALITY an itemized estimate of the expenditures, anticipated revenues and anticipated waste deposits of the Facility during the period beginning on the Commencement Date of Operations and ending on the following June 30th. On or before the Commencement Date of Operations ECO Maine shall adopt a final budget for the operation, maintenance and administration of the System for this period and submit such budget forthwith to the MUNICIPALITY. On or before the 15th day of each month following Commencement Date of Operations, the MUNICIPALITY shall pay ECO Maine an amount of money equal to the pro rata portion of the estimated total Tipping Fee to be paid by the MUNICIPALITY through the beginning of the next Fiscal Year.

E. The Tipping Fee shall be adjusted during any Fiscal Year to reflect substantial and unanticipated increases in costs, decreases in revenues or changes in waste deposited at the Facility, provided that the MUNICIPALITY shall receive 30 days prior notice of any adjustment of the Tipping Fee. Any such adjustments shall be made using the calculation method set forth in Section A of this Article, including such increases in costs, decreases in revenues, and changes in Waste deposited at the Facility. If (a) ECO Maine gives written notice to the MUNICIPALITY either (i) that in the judgment of ECO Maine that any liabilities or expenses (including but not limited to any amounts due on or in connection with any Bonds of ECO Maine or under any agreement with any Credit Enhancement Provider and any amounts necessary to provide adequate reserves) cannot be paid when due, or (ii) that any such liabilities and expenses have not been paid when due; and (b) ECO Maine has not obtained other sources of funds or revenues to pay such liabilities and expenses, then the Tipping Fee shall be increased by such amount as determined in accordance with Section A of this Article, including such increases in costs, decreases in revenues and changes in waste deposited at the site.

The Tipping Fee shall also be adjusted (in accordance with the calculation method set forth in Article VII (A)) at least once every 6 months of each year during that portion of the term of this agreement that any policy of bond insurance is in effect or any

agreement between and any bond insurer is in effect with respect to any of the Bonds, provided, however, that in lieu of adjusting the Tipping Fee with respect to any increased operating expenses during any Fiscal Year, ECO Maine may obtain short-term (less than one year) interim financing.

F. The MUNICIPALITY pledges its full faith and credit for the payment of fees, assessments and other payments required of it under this Agreement, including, but not limited to, payments required under this Article, and to levy upon and raise from taxable estates within the MUNICIPALITY by general or special tax the amounts required to make such payments, or to raise such amounts by means of a fee, user charge or other cost sharing or assessment mechanism.

Article VIII

RESERVED

Article IX

Damage Or Destruction

If the System or any substantial portion thereof is damaged or destroyed to an extent that it cannot function-as contemplated by the parties, by fire, the elements or other casualty, then ECO Maine shall restore, repair and reconstruct the System to the best of its ability. If restoration, repair or reconstruction is impractical, then ECO Maine may terminate this Agreement by written notice to the MUNICIPALITY within one-hundred twenty (120) days after the date of damage or destruction, provided that whether restoration, repair or reconstruction is impractical shall be determined by ECO Maine and further provided that this Agreement may be terminated pursuant to the terms of this Article only after the Bonds have been paid or defeased in full and any amounts owing to any Credit Enhancement Provider for the Bonds has been paid. This Agreement will terminate thirty (30) days after the date of such notice and the parties shall have no further obligations hereunder, except for payment of all amounts then due and owing.

Article X

Term of Agreement

A. This Agreement shall remain in effect as long as the ECO Maine Interlocal Solid Waste Agreement remains in full force and effect and the MUNICIPALITY has not withdrawn from said Agreement in accordance with the provisions thereof, except that, notwithstanding any provision to the contrary, this Agreement shall remain in effect until the Bonds have been paid or defeased in full and any amounts owing to any Credit Enhancement Provider have been paid.

B. RESERVED

C. If ECO Maine shall propose to continue to operate the Facility beyond the term hereof, ECO Maine shall so advise the MUNICIPALITY, and if the MUNICIPALITY so agrees, the MUNICIPALITY shall then have the right to continue delivering Acceptable Waste to the Facility on terms no less favorable than those then accorded other Member Municipalities. The MUNICIPALITY may elect to exercise such right by providing ECO Maine with written notice of this election on the later of the date sixty (60) days after the date on which ECO Maine informs the MUNICIPALITY of its intent to continue to operate the Facility or one hundred eighty (180) days before the end of the term of this Agreement. However, the MUNICIPALITY shall have no right to make such election unless it is a Member Municipality as of the date the election is made. The MUNICIPALITY agrees that it shall execute all documents and take whatever other actions are necessary to effectuate such election and the failure of the MUNICIPALITY to do so by at least 10 days after the election is made shall void that election.

D. Neither ECO Maine nor the MUNICIPALITY has the right to terminate this Agreement prior to the time provided in this Article for any reason whatsoever, including without limitation, by reason of the default, continuing or persistent default or non-performance of either party hereunder, the withdrawal of any Member Municipality

from the Interlocal Agreement or the termination or dissolution of the Interlocal Agreement.

Article XI

Remedies for Nonperformance

A. If at any time subsequent to Commencement Date of Operations, the MUNICIPALITY delivers Acceptable Waste to the Facility which is required to be accepted by ECO Maine pursuant to this Agreement, and ECO Maine fails to accept such Acceptable Waste, then ECO Maine shall be liable to pay to the MUNICIPALITY the reasonable cost which the MUNICIPALITY had to pay for disposing of the Acceptable Waste which ECO Maine did not accept. ECO Maine shall pay such costs within forty five (45) days of receipt of an itemized bill from the MUNICIPALITY.

B. The parties agree and acknowledge that because of the unique nature of the Facility it is difficult or impossible to determine with precision the amount of damages that would or might be incurred as a result of a failure of the MUNICIPALITY to deliver or cause to be delivered all Acceptable Waste generated in the MUNICIPALITY to the Facility, except as otherwise provided in Article V of this Agreement. Accordingly, the parties agree and acknowledge that where ECO Maine has an adequate remedy at law for such a breach, then the damages to be awarded shall be liquidated damages in an amount equal to one hundred twenty-five percent (125%) of the Tipping Fee which is in effect for the period of breach times the estimated number of Tons of Acceptable Waste which was not delivered to the Facility as a result of such breach. Such number of tons will be estimated on a monthly basis by:

(1) Calculating the number of tons of Acceptable Waste generated in the MUNICIPALITY and delivered to the Facility in the calendar month prior to the commencement of the breach; and

(2) Adjusting the above number of tons for any monthly or seasonal variation in delivery which has occurred in the previous two calendar years; and

(3) Subtracting from the resulting figure the number of tons of Acceptable Waste generated in the MUNICIPALITY and actually delivered to the Facility during each month in which the breach occurs.

Where historical data does not exist sufficient to allow calculation of the estimated number of tons of Acceptable Waste which was not delivered to the Facility as the result of such breach, then that number of tons shall be estimated by ECO Maine in any reasonable manner available.

C. Either party may take whatever reasonable action may be necessary or desirable to collect the payments and other amounts due as provided in this Agreement, or to enforce performance and observance of any obligation, agreement or covenant under this Agreement provided that neither party may terminate this Agreement for nonperformance.

D. Each party agrees that if either party incurs attorneys' fees or other expenses in the enforcement of its rights under this Agreement, then the prevailing party shall be reimbursed by the other party for all such fees and expenses incurred, including court costs, if any.

E. 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 XII

Assignment/Delegation

A. This Agreement shall not be assigned or delegated by any party without the prior written consent of the other party except that without such consent ECO Maine may assign its interest and obligation hereunder to a person, firm or corporation acquiring all or substantially all of the business and assets of ECO Maine by transfer of assets or otherwise.

B. Notwithstanding any other provisions of this Agreement, ECO Maine may enter into contracts or agreements with an Operator or Operators concerning the maintenance and/or operation of the System.

C. Anything to the contrary notwithstanding, the MUNICIPALITY consents to ECO Maine entering into an indenture of trust or mortgage of the Facility with a third party trustee for the purposes of obtaining bond financing and into other loan agreements for the purposes of obtaining conventional or bond financing (which may include agreements with Credit Enhancement Provider in connection with such financing), with the acknowledgement that under such financing agreements ECO Maine may be required to pledge and assign its rights in and to the Facility, and its contractual rights in and to the Facility, and its contractual rights under this Agreement to the trustee or other lender or Credit Enhancement Provider as security for its debt obligations in event of default.

D. Anything to the contrary notwithstanding, the MUNICIPALITY consents to the assignment of this Agreement or the revenues thereof by ECO Maine to the Trustee and/or any Credit Enhancement Provider and/or to any other third-party trustee in connection with bond financing and other loan agreements for the purposes of obtaining financing (which may include agreements with Credit Enhancement Providers in connection with such financing) as security for its obligations in event of default.

The MUNICIPALITY consents to the assignment of this Agreement to such parties including the Trustee and any Credit Enhancement Provider(s) (hereinafter collectively called the "Assignee") providing financing or Credit Enhancement, as defined in the trust indenture for the Bonds, for or with respect to the Facility, Site, or System or any portions thereof. In the event of any such assignment, the following provisions shall apply to the extent, if any, now or hereafter required under any agreement(s) between ECO Maine and the Trustee and/or any Credit Enhancement Provider:

(1) There shall be no cancellation, surrender, termination, amendment or modification of this Agreement or the Interlocal Agreement by joint action of

ECO Maine and the MUNICIPALITY without the prior written consent of the Assignee.

(2) The MUNICIPALITY will mail to each Assignee by certified mail, return receipt requested, at such address as specified by the Assignee, copies of all notices which the MUNICIPALITY may from time to time serve ECO Maine or any successors, simultaneously therewith.

(3) In the event that the Assignee gives written notice to the MUNICIPALITY that ECO Maine is in default under any of the Bonds, or under any agreement with any Credit Enhancement Provider, then the MUNICIPALITY shall make all payments due hereunder and under the Interlocal Agreement directly to the Assignee, and shall deliver Acceptable Waste to the Site as designated thereafter from time to time by the Assignee. Following any such notice of default and unless and until the MUNICIPALITY receives notice from the Assignee to the contrary, the Assignee shall have the right to determine the amounts due under Article VII and Article VIII hereof, to designate the location(s) of the Site, to exercise all other rights of ECO Maine hereunder, and to take such other actions as provided in any agreement between any Assignee and ECO Maine.

(4) No waiver by ECO Maine of any of the obligations of the MUNICIPALITY hereunder or under the Interlocal Agreement, and no consent or election made by ECO Maine or the MUNICIPALITY hereunder or under the Interlocal Agreement and no purported termination of this Agreement by ECO Maine or the MUNICIPALITY shall be effective against the Assignee without the prior written consent of the Assignee.

(5) No Assignee shall have any obligation to perform the obligations of ECO Maine hereunder or under the Interlocal Agreement unless such obligations are expressly assumed in writing by the Assignee. The Assignee may, but shall not be obligated to, cure any default of ECO Maine under this Agreement.

Article XIII

Insurance

To the extent practicable and financially feasible as determined by ECO Maine in its sole discretion, ECO Maine shall obtain and maintain or cause to be obtained and maintained, with financially sound and reputable insurers, insurance with respect to the Facility, and against such liabilities, casualties, business interruptions and contingencies and of such types and in such amounts as shall be deemed by ECO Maine to be customary in the case of municipal organizations engaged in the same or similar activities or having similar properties similarly situated.

Article XIV

Non-Discrimination

ECO Maine shall be an equal opportunity and affirmative action employer, and it shall not discriminate on the basis of age, race, religion, color, creed, sex, sexual preference, handicap, financial status, or national origin:

- A. In the persons served, or in the manner of service; or
- B. In the hiring, assignment, promotion, salary determination, or other conditions of employment.

Article XV

Applicable Law

The laws of the State of Maine shall govern the validity, interpretation, construction and performance hereof.

Article XVI

Amendment Of Agreement

No amendments to this Agreement may be made except in writing signed by both parties. Should this Agreement be assigned under financing arrangements, the written consent of such assignee shall also be required before any amendment becomes effective.

Article XVII

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, or by any other tribunal, board or other entity, the decision of which is binding upon the parties and which becomes final, the invalidity or unenforceability thereof shall in no way affect any of the other covenants, conditions or provisions hereof, provided that such remaining covenants, conditions and provisions can thereafter be applicable and effective without materially changing the obligations of either party.

Article XVIII

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 ECO Maine:	General Manager ECO Maine 64 Blueberry Road Portland, Maine 04102
With a copy to:	Nicholas S. Nadzo, Esq. Jensen Baird Gardner & Henry Ten Free Street, P.O. Box 4510 Portland, ME 04112
If to MUNICIPALITY:	Town Manager Town of Casco 635 Meadow Road, P.O. Box 60 Casco, ME 04015-0060

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.

Notice shall be deemed given when mailed and shall also be deemed sufficient hereunder if delivered in person or if mailed by ordinary, first class mail, postage prepaid.

Article XIX

Binding Effect

The Agreement shall bind upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Article XX

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 XXI

Headings

Captions and headings herein are for ease of reference and do not constitute a part of this Agreement.

Article XXII

Counterparts

This 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 XXIII

Integration

This instrument (including all appendices and attachments hereto) embodies the whole agreement of the parties, and there are no promises, terms, conditions or obligations other than those contained herein provided that if the MUNICIPALITY is a member of ECO Maine, the provisions of the ECO Maine Interlocal Solid Waste Agreement shall be binding upon the parties except that in the event any such provisions shall be found to be inconsistent with this Agreement, this Agreement shall control. Except as otherwise provided in this Article, this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto. In the event that the requirements of any Article of this Agreement shall be found to be inconsistent with those of any Appendix, the Article shall control.

Article XXIV

Consents

To the extent that the consent of either party to this Agreement is required to any action of the other party pursuant to any provision of this Agreement, such consent will not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the 1st day of July 2006.

Witness:

Lucille W. Griffin

[Signature]

Town of Casco:

By: [Signature]
Its: Town Manager

ECO MAINE

By: [Signature]
Its: President

**JENSEN BAIRD
GARDNER-HENRY**

Attorneys at Law

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(1918-2003)

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KENNEBUNK, MAINE 04043
(207) 985-4676 (Phone)
(207) 985-4932 (Fax)

KENNETH M. COLE III
NICHOLAS S. NADZO
FRANK H. FRYE
DAVID J. JONES
MICHAEL A. NELSON
RICHARD H. SPENCER, JR.
ALAN R. ATKINS
RONALD A. EPSTEIN
WILLIAM H. DALE
JOSEPH H. CROFF III
F. BRUCE SLEEPER
DEBORAH M. MANN

LESLIE E. LOWRY III
PATRICIA M. DUNN
MICHAEL J. QUINLAN
R. LEE IVY
FRANK K. N. CHOWDRY
NATALIE L. BURNS
SALLY J. DAGGETT
BRENDAN P. RIELLY
SUZANNE R. SCOTT
MARCIA G. CORRADINI
J. COLBY WALLACE
JASON W. GEORGITIS

April 14, 2006

David Morton, Town Manager
Town of Casco
P.O. Box 60
Casco, ME 04015

Re: ECO Maine

Dear Dave:

Enclosed please find a draft opinion which the attorneys for RWS/ECO Maine have asked me to review on your behalf and issue regarding the new ECO Maine Interlocal Agreement and the ECO Maine Waste Handling Agreements. Please note that although the draft is dated July 1, 2006, I am expected to deliver it by early June. Would you please review the same and let me know, either by letter or e-mail, that I am authorized to issue this opinion on your behalf and that it correctly states your involvement in the new ECO Maine entity.

If you have any questions in regard to the enclosed, please feel free to call me at your convenience.

With best regards.

Very truly yours,



Kenneth M. Cole III

KMC/lts
Enclosure

July 1, 2006

ECO Maine
64 Blueberry Road
Portland, ME 04112

Regional Waste Systems, Inc.
64 Blueberry Road
Portland, Maine 04102

U. S. Bank National Association, as Trustee
Corporate Trust Department
One Federal Street
Boston, MA 02110

Bayerische Landesbank
New York Branch
560 Lexington Avenue
New York, NY 10022

MBIA Insurance Corporation
113 King Street
Armonk, New York 10504

Jensen Baird Gardner & Henry
Ten Free Street
Portland, ME 04101

Updike Kelly & Spellacy, P.C.
One State Street, Suite 2400
Hartford, CT 06103

Ladies and Gentlemen:

We act as counsel to the Town/City of _____ (the "Municipality"). We understand that the Municipality has entered a Waste Handling Agreement, dated as of July 1, 2006, between ECO Maine ("ECO") and the Municipality (the "Waste Handling Agreement"). The Waste Handling Agreement contemplates the construction, financing and operation of a solid waste-to-energy facility by ECO (the "Facility") and provides for the payment of certain service payments and tipping fees by the Municipality. Article VII(F) of the Waste Handling Agreement provides that the Municipality has pledged its full faith and credit for the payment of fees, assessments and other payments required of it under the Waste Handling Agreement.

The Municipality is also a participating municipality under the ECO Interlocal Solid Waste Agreement dated as of December 1, 2005 (the "Interlocal Agreement"). We understand that Regional Waste Systems, Inc. has merged into ECO and that ECO is the surviving corporation. Pursuant to the Waste Handling Agreement, the Municipality has confirmed its consent to the assignment of the rights of ECO under the Waste Handling Agreement and the Interlocal Agreement to the Trustee pursuant to the Trust Indenture dated as of March 1, 1986, as amended, between RWS (now, ECO) and to any provider of credit enhancement for any bonds which may be issued by ECO, and the Trustee and agreed, under the

circumstances set forth therein, to make all payments due under the Waste Handling Agreement directly to the Trustee.

We understand that U.S. Bank National Association is now the Trustee under the Trust Indenture, dated March 1, 1986, as amended and that Lehman Brothers is the Remarketing Agent for the variable rate bonds issued by RWS, which are now obligations of ECO.

In connection with this opinion, we have examined an original counterpart of the Waste Handling Agreement, the Interlocal Agreement, and the Charter, if any, of the Municipality. We have also examined such other documents, records and matters of law as we have deemed necessary or appropriate to enable us to render the opinion expressed below.

Based on the foregoing, it is our opinion:

1. The Municipality is a municipal corporation duly organized and the validly existing under the laws of the State of Maine and has the requisite power and authority to enter into and to perform its contractual obligations under the Waste Handling Agreement and the Interlocal Agreement.

2. The Waste Handling Agreement and the Interlocal Agreement have been duly authorized by all necessary municipal action on the part of the Municipality, have been duly executed and delivered on behalf of the Municipality by the appropriate officials of the Municipality and are the legal, valid and binding contractual obligations of the Municipality enforceable upon the Municipality in accordance with their terms. It is to be understood, however, that (a) the enforceability of the Waste Handling Agreement and the Interlocal Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws of general applicability relating to the rights and remedies of creditors heretofore or hereafter enacted, to the extent said laws are constitutionally applicable, and (b) that the enforcement of the Waste Handling Agreement and the Interlocal Agreement may be subject to the exercise of judicial discretion in accordance with general principles of equity.

3. The Municipality is not limited in any way under Maine law in the amount or rate of taxation which it may levy in order to fulfill its obligations under the Waste Handling Agreement except that the Municipality is subject to the provisions of 30-A MRSA §5721-A ("LD 1"). LD 1 provides that a municipality may not in any year adopt a "property tax levy" that exceeds the "property tax levy limit", adjusted annually based on a "growth limitation factor" formula set forth in LD 1. The property tax levy limit may be exceeded or increased: (a) in the case of certain defined "extraordinary circumstances" to the extent defined in LD 1, and (b) by certain voting actions and procedures set forth in LD 1. In addition, a municipality is required to lower its property tax levy limit in any year by an amount equal to net new funds provided by the State for existing services funded in whole or in part by the property tax levy.

LD 1 further provides that if a municipality adopts a property tax levy in violation of LD 1, the State Tax Assessor may require the municipality to adjust its property tax levy downward in an amount equal to the illegal property tax levy and impose other penalties as the Legislature may provide. Thus, the amount of any ad valorem taxes on real and personal property that may be imposed by the Participating Municipalities to fund municipal expenses and obligations, including amounts due pursuant to the Waste Handling Agreements, is limited by LD 1, subject to the ability to exceed and to increase the property tax levy limit as set forth in LD 1.

4. The execution, delivery and performance by the Municipality under the Waste Handling Agreement and the Interlocal Agreement do not (i) require any further authorization, approval or consent by any governmental or public regulatory authority of the State of Maine or any subdivision or municipality thereof, or (ii) conflict with or result in the violation of any Charter of the Municipality or

any law or regulation of the State of Maine or any subdivision or municipality thereof or to the best of our knowledge, any order or decree of any court or other governmental agency, it being understood, however, that no investigation has been made with respect to any order or decree of any federal courts other than the federal court for the District of Maine or agencies.

5. To the best of our knowledge, there is no action, suit, or proceeding pending or threatened before or by any court against the Municipality which, except as may be noted in the financial statements of the Municipality, could reasonably be expected to materially adversely affect the performance by the Municipality of its obligations under the Waste Handling Agreement or Interlocal Agreement, or which questions the validity, binding effect or enforceability thereof, action taken or to be taken by the Municipality pursuant thereof or any of the transactions of the Municipality contemplated thereby.

6. In accordance with the provisions of 13 MRSA §905, the merger of RWS into ECO will not affect the obligations of the Municipality under the Waste Handling Agreement, dated as of May 1, 1986, between Regional Waste Systems, Inc. and the Municipality, as amended by an Amendment dated July 1, 1986.

The opinions set forth in paragraphs 1 through 6 above are further subject to the qualification that, in view of C & A Carbone, Inc. v. Clarkstown, 511 U.S. 383 (1994), and other court decisions relating to the constitutionality of solid waste flow control laws and ordinances, no opinion is expressed as to the constitutionality under the Commerce Clause of the United States Constitution of any Solid Waste Flow Control Ordinance referenced in the Waste Handling Agreement and the provision in the Waste Handling Agreement that requires adoption of such Ordinance or the ability of such Ordinance and such provision of the Waste Handling Agreement to survive a claim that either such Ordinance or such provision violates the Commerce Clause of the United States Constitution.

This opinion letter is furnished solely for your benefit to permit you to determine the Municipality's obligations under the agreements referenced above.

Very truly yours,

Regional Waste Systems

Owner Communities

Bridgton
Cape Elizabeth
Casco
Cumberland
Falmouth
Freeport
Gorham
Gray
Harrison
Hollis
Limington
Lyman
North Yarmouth
Ogunquit
Portland
Pownal
Scarborough
South Portland
Waterboro
Windham
Yarmouth

Associate Communities

Baldwin
Hiram
Naples
Parsonsfield
Porter
Standish

Jeffrey K. Jordan
Chairman

Kevin H. Roche
General Manager

Memorandum

DATE: April 5, 2006
TO: Clerks of **ecomaine** Member Municipalities
FROM: Kevin H. Roche, General Manager
SUBJECT: **Interlocal Solid Waste Agreement**

Enclosed is your copy of the **ecomaine** Interlocal Solid Waste Agreement with signatures from each of the 19* participating municipalities listed below.

Bridgton
Cape Elizabeth
~~Casco~~
Cumberland
Falmouth
Freeport
Gorham
Gray
Harrison
Hollis
Limington
North Yarmouth
Portland
Pownal
Scarborough
South Portland
Yarmouth
Waterboro
Windham

Should you have any questions, please call me at 773-1738.

(*Lyman is scheduled to receive approval at their Town Meeting in June;
Ogunquit voted approval after these documents were filed with the State.)

Regional Waste Systems

Owner Communities

Bridgton
Cape Elizabeth
Casco
Cumberland
Falmouth
Freeport
Gorham
Gray
Harrison
Hollis
Limington
Lyman
North Yarmouth
Ogunquit
Portland
Pownal
Scarborough
South Portland
Westboro
Windham
Yarmouth

Associate Communities

Baldwin
Hiram
Naples
Parsonsfield
Porter
Standish

*Jeffrey K. Jordan
Chairman*

*Kevin H. Roche
General Manager*

Date: May 8, 2006

To: Municipal Clerk

From: Kevin H. Roche, General Manager

Subject: **ecomaine** Documents

Enclosed are two **ecomaine** documents for Casco Town records:

- A copy of the signed ECO Maine Interlocal Solid Waste Management Agreement, dated as of December 1, 2005; and
- An original signed copy of the Waste Handling Agreement between ECO Maine and the Town of Casco, dated as of July 1, 2006.

Should you have any questions, please contact Shelley Dunn at RWS/**ecomaine** (207-773-1738).

Thank you.

APPENDIX E.

Hazardous & Special Waste Exclusion Plan

1. Facility Safety Officer. The Administrator, Casco/Naples Bulky Waste & Transfer Station Council, shall be responsible for ensuring that the Facility Operator and employees have annual training on:
 - detection of hazardous and special waste
 - appropriate notification procedures
 - appropriate handling procedures
2. Identification/Notification of Unpermitted Wastes. Unpermitted hazardous and special wastes shall not be accepted at the Facility. To ensure this, the Operator and employees shall monitor all waste being deposited at the Facility. The type of container and origin of the waste can help identify hazardous wastes and special wastes. Residents are allowed to deposit normal household quantities of household hazardous wastes with their general refuse. Hazardous wastes generated by commercial and industrial establishments, including farm pesticides, are not acceptable at this Facility.

The following list will help with the identification and handling of materials of concern.

- A. Asbestos: Sources: Construction, demolition, remodeling. Friable insulation material but can take other forms. Can be combined with other materials to sometimes make non-friable siding, flooring, or other products. If suspected to be or contain friable asbestos, contact Department of Environmental Protection (MDEP) asbestos abatement program personnel at telephone number 207-287-2651. Avoid inhalation of particles.
- B. Bio-medical Wastes: May be red bag waste from hospitals, laboratories, clinics, nursing homes and occasionally doctor's offices. Includes blood, body parts, disposable instruments, linens, and other soiled items. Keep people away, follow hazardous waste procedures including notifying the appropriate responder, either the Hazmat Team or the MDEP. If accidentally contacted, disinfect contact area with 1:3 bleach to water solution.
- C. Calcium Hypochlorite: Primarily in solid (tablets) or granular form. Used for disinfecting swimming pools; is reactive when wet. Can release chlorine gas and cause fire when wetted. Treat as hazardous; prevent wetting or contact with moisture; if wetted, evacuate area. Keep away from petroleum and other organic materials.
- D. Electrical Capacitors and Transformers: May be removed from white goods, lighting fixtures, and other electrical equipment by individuals, scrap metal firms, or firms which work on appliances or motors. Avoid skin contact and breathing exposure; follow hazardous waste procedure.
- E. Industrial Chemicals: Generally, liquid in five-gallon or larger pails or drums of either plastic or steel. Occasionally lined cardboard barrels are used. Also, some solids, especially flakes or granular materials, can cause excessive corrosion or be reactive with liquids. Solids may be in any form of container, such as fiber drums or bags, including loose. Avoid skin contact and breathing exposure; treat as hazardous.

F. Laboratory Chemicals: Usually in smaller containers of one pint to one gallon, glass, or plastic bottles. Can be severe irritants, highly toxic or explosive. Avoid skin contact and breathing exposure; do not open containers. Treat as hazardous.

G. Sandblast Grit: Generally fine sand or garnet mixed with paint, brick and/or masonry chips. Avoid breathing; handle as special waste.

H. Waste Oil: Includes used motor oils, hydraulic fluid, and other lubrication oils from individuals, farm operations, and vehicle and heavy equipment repair firms. Avoid skin contact; treat as special waste.

Excluded items are not limited to the above specifically listed items.

3. Finding and Reacting to an Unknown Waste. When unknown material suspected to be special or hazardous waste is found at the Facility, the Operator will immediately notify the Hazmat Team and the Administrator or the Chairman of the Board of Directors if the Administrator is not available. [Update this to include the specific titles/names.] The Operator or employee shall follow any instructions given by authorized Hazmat Team personnel. While using extreme caution, the Operator will attempt to identify the material.

A. While keeping a safe distance upwind from the material, the Operator may attempt to determine the following, if safe to do so:

- (1) Look for container or waste labeling. Look for skull and crossbones symbol or words poison, corrosive, toxic, volatile, flammable, or danger;
- (2) Determine the physical state of the material (solid, liquid, or gas);
- (3) Estimate container size or amount of waste; and
- (4) Determine the type and condition of the container or packaging.

B. If the material is determined to potentially be hazardous, the Operator will:

- (1) Evacuate and secure the area of the Facility site if the material could represent an immediate threat to public health because it is ignitable or could release a toxic gas. Otherwise, isolate the material by placing in a snap sealing plastic 55-gallon drum designed to meet the safety requirements of MDEP. A drum for this purpose will be available [note location here].
- (2) If safely feasible, determine if there has been a release of the material to the soil, water, or air;
- (3) Undertake the appropriate notification procedure below.

4. Notification. When hazardous waste or suspected, hazardous waste is found left at the Facility, the Operator will:

Notify the MDEP at 1-800-482-0777, or if the Operator knows that the local fire department has received training and is qualified to respond to hazardous materials, notify the fire department at (207) 893-2810.

B. If unpermitted special waste is found at the Facility, the Operator will notify the Facility's MDEP inspector between 8 a.m. to 5 p.m., Monday through Friday, and the Administrator, Casco/Naples Bulky Waste & Transfer Station Council, to authorize qualified removal.

C. If the Operator cannot identify the material, notify Casco Fire Rescue Department and MDEP at the numbers listed above for assistance in identification. If sampling and further detection of hazardous or special waste is required, a qualified hazardous waste handling firm or solid waste contractor will be used, as appropriate.

5. Clean-up/decontamination.

A. Only trained personnel shall handle hazardous wastes. Such training shall follow the guidelines of 29 CFR Part 1910.120.

B. Unpermitted special wastes shall be removed from the area where found and transported to a special waste disposal site licensed to accept that special waste within sixty days.

C. A hazardous and special waste interim storage area must be designated on-site at all times. However, because hazardous wastes require special training to handle, and to minimize the area of potential contamination, if at all feasible, any hazardous waste found at the Facility will be removed by qualified personnel from the Facility rather than use the interim storage area.

6. Emergency Information.

A. The Operator has the following telephone numbers available at the Facility to telephone notifications or radio requests for notifications to the dispatchers:

Emergency Contact	Phone
MDEP emergency spill number	1-800-482-0777
Hazmat Team	911
Fire Department	911
Police Department	911
Ambulance	911
Maine State Police: for reporting hazardous waste	1-800-452-4664
Maine Poison Center	1-800-442-6305

B. Emergency medical care is provided through Bridgton Hospital, which offers ambulance service and first responders.

Bridgton Hospital (Central Maine Healthcare)
(207) 647-6000

7. Written reports. A written spill report will be filed with the MDEP, Bureau of Remediation & Waste Management within 15 days of any incident involving hazardous waste or material. The report will indicate:
 - date and time of incident
 - location
 - material lost or spilled
 - amount lost or spilled
 - amount recovered
 - cause of the incident
 - corrective action taken
 - clean-up methods used
 - disposition of recovered materials
 - list of agencies notified
 - time agency responded on site

APPENDIX F.

Guidance Document for the Handling of Universal Wastes at Transfer Stations and Recycling Centers

Universal wastes are hazardous wastes that can be easily recycled to reclaim and reuse the hazardous materials. By recycling universal wastes, we can reduce the amount of hazardous materials, such as mercury, lead, and PCBs, that are released into and contaminate our environment.

This appendix is intended to provide guidance to owners/operators of solid waste transfer stations and recycling centers who choose to handle universal wastes for recycling. Transfer stations and recycling centers that handle universal wastes must comply with the requirements for “central accumulation facilities” included in the Department’s “Hazardous Waste Management Rules” (Chapters 850, 851, 853 and 857). This appendix includes a summary of the definitions and requirements from the Department’s “Hazardous Waste Management Rules” that apply to the handling of universal waste at transfer stations and recycling centers.

If the owner/operator chooses to handle universal wastes at a transfer station or recycling center, the Department recommends that the owner/operator develop a program with assistance from a consultant or regional association experienced in handling universal wastes, or in conjunction with a consolidator of universal wastes. The Department can provide the owner/operator with a list of universal waste consolidators.

I. Definitions. For the purpose of managing universal wastes at transfer stations and recycling centers the following definitions apply:

- A. Ballast. “Ballast” means a device that electrically controls light fixtures and includes a capacitor containing 0.1 kg or less of dielectric.
- B. Cathode Ray Tubes. “Cathode Ray Tubes” (CRTs) means a product video display component of televisions, computer displays, military and commercial radar, and other display devices. (CRTs are believed to represent 75% of the lead in the solid waste stream. Lead, which is used to shield harmful radiation in the CRT, comprises more than 10% of a CRT’s mass.)
- C. Central Accumulation Facility. “Central Accumulation Facility” means a facility where a generator consolidates its own universal wastes from the generator’s various facilities or a licensed solid waste transfer station or recycling center where universal waste generators may take their universal wastes.
- D. Certificate of Recycling. “Certificate of Recycling” means a signed statement from the recycling facility which verifies that the hazardous materials contained in the universal waste were in fact recycled and contains the language specified in Section 3.A(13)(e)(xix)(d) of Chapter 850.

- E. Consolidation Facility. "Consolidation Facility" means a facility where universal waste is consolidated and temporarily stored while awaiting shipment to a destination facility. This facility is typically where a central accumulation facility will send its waste initially.
- F. Lamp. "Lamp" means a bulb or tube portion of an electric lighting device. A lamp is specifically designed to produce radiant energy, most often in the ultraviolet, visible, and infrared regions of the electromagnetic spectrum. Examples of lamps are fluorescent lamps, high intensity discharge lamps, neon lamps, mercury vapor lamps, high pressure sodium lamps and metal halide lamps. Lamp includes both lamps that fail the Toxicity Characteristic Leaching Procedure (TCLP) and those that contain mercury but pass the TCLP.
- G. Mercury Containing Thermostat. "Mercury Containing Thermostat" means a temperature control device that contains metallic mercury in an ampule attached to a bimetal sensing element.
- H. Recycling Center. "Recycling Center" means a municipally owned facility that receives pre-separated, uncontaminated, used paper, cardboard, glass, plastic, metal, and universal wastes. A recycling center is not a recycling facility.
- I. Recycling Facility. "Recycling Facility" means a facility where universal wastes are dismantled, hazardous constituents recovered, reclaimed, and separated for reuse.
- J. Small Universal Waste Generator. "Small Universal Waste Generator" means a person or entity that generates or accumulates on site no more than 200 universal waste items at a time or in any given month, and regardless the total weight must be more than 40 tons of cathode ray tubes or 5,000 kg for all other universal wastes. A one-time generation of lamps under a Green Lights or other similar energy conservation program that is completed within six months is exempt from the 200-item count provided no more than 5,000 kg of universal waste are generated and it is managed in accordance with the standards for a Green Lights Program found in Chapter 850, Section 3A(13)(i). 5,000 kg is approximately equal to 20,000 lamps. 40 tons is approximately equal to 4,000 Cathode Ray Tubes.

II. Handling Requirements for Universal Wastes

- A. Transfer stations and storage sites that handle universal wastes are prohibited from disposing, diluting, or treating universal wastes, including intentionally breaking cathode ray tubes, except when a variance is received from the Department in accordance with Section 3A(13)(c)(i) of Chapter 850.
- B. Universal wastes may not be combined with any other wastes except household hazardous wastes that would be universal wastes if generated by a commercial or industrial source. If household hazardous waste is combined with universal wastes, the entire waste stream must be managed in accordance with the universal waste requirements of Chapters 850, 851,

853, and 857 of the Department's rules.

C. You must notify the Department of your intent to handle universal wastes at the transfer station by either obtaining an EPA ID number or if handling less than 5,000 kg by submitting a waste notification form provided by the Department. Call the Department at (207)287-2651 to obtain the EPA ID number or waste notification form.

D. Train all employees and contractors who handle or have responsibility for managing universal wastes on proper handling and emergency procedures. Maintain the documentation of employee and contractor training either at your facility or at the instate consolidation facility that receives the universal wastes from your facility. The documentation shall include the name of the person receiving the training, the date of the training, and the information covered during the training.

E. Under the provisions of the hazardous waste rules, you must determine whether any waste generated by the transfer station is hazardous in accordance with Section 5 of Chapter 851 and determine whether the waste is a universal waste under section 3A(13)(b) of Chapter 850. (Lamps are the most common hazardous waste generated by a transfer station or recycling center). If a hazardous waste is not eligible for regulation under the universal waste rules, then the full hazardous waste management rules apply. The Department encourages the management of all mercury lamps in accordance with the universal waste rules. You can avoid determining the actual mercury content of your lamps by electing to manage all your lamps under the universal waste rules. After July 15, 2002, all non-household mercury containing lamps must be managed as a universal waste.

F. Store all universal waste in containers. Containers must not show evidence of leakage, spillage or damage that could cause leakage under reasonably foreseeable conditions. The containers must be closed, structurally sound, compatible with the content of the waste, and must not be leaking, spilling, dented or damaged such that it could cause leakage under reasonably foreseeable conditions.

G. Mark each container with the date the universal waste is received at the facility. Store universal waste containers and boxes with adequate aisle space to be able to inspect the containers and determine the accumulation start dates and container full dates.

H. Conduct weekly inspections of universal waste storage areas and maintain a written inspection log to document the inspections. The log must include the name of the inspector, date of inspection, condition of waste containers and descriptions of actions taken to address any problem discovered during the inspection. The number of universal wastes (i.e., number lamps, thermostats) must be maintained onsite. (Note: The log may be the easiest way to keep track of the number of universal wastes onsite).

I. Store universal waste in a secured area which can be locked when not in use.

J. In addition to the above requirements, cathode ray tubes (CRT) must be handled as follows:

1. Pack CRT in containers or boxes with packing materials adequate to prevent breakage during storage, handling and transportation;
2. Seal securely, such as with tape, around the box openings of all full boxes, and immediately if incidental breakage should occur;
3. Do not stack containers or boxes of CRTs more than five feet high;
4. Store CRTs in an inside, dry area not exposed to weather;
5. Mark the container or box with the words "Waste cathode ray tube";
6. Designate each waste CRT storage area by a clearly marked sign which states. "Waste Cathode Ray Tube Storage" or "Universal Hazardous Waste Storage".

K. In addition to the above requirements, lamps must be handled as follows:

1. Pack lamps in containers or boxes with packing materials adequate to prevent breakage during storage, handling, and transportation;
2. Seal securely, such as with tape, around the box openings of all full boxes, and immediately if incidental breakage should occur;
3. Do not stack boxes of lamps more than five feet high;
4. Store lamps in an inside, dry area not exposed to weather;

5. Mark the container with the words "Waste Lamps";

6. Designate each waste lamp storage area by a clearly marked sign which states, "Waste Lamp Storage" or "Universal Hazardous Waste Storage".

L. In addition to the above requirements, mercury containing thermostats must be handled as follows:

1. Mark each container with the words "Waste Mercury Thermostats"; and

2. Designate each waste thermostat area by a clearly marked sign which states, "Waste Mercury Thermostat Storage" or "Universal Hazardous Waste Storage".

M. In addition to the above requirements, totally enclosed, non-leaking PCB ballasts must be handled as follows:

1. Pack ballasts in containers with packing materials adequate to prevent breakage during storage, handling, and transportation;

2. Mark containers with the words "Waste PCB ballasts"; and

3. Designate each waste ballast storage area by a clearly marked sign which states, "Waste PCB Ballast Storage Area" or "Universal Hazardous Waste Storage".

N. Immediately contain and transfer all releases of waste and residues resulting from spills or leaks from broken or ruptured universal waste to a container that meets the requirements of the Maine Hazardous Waste Management Rules, except that waste and residues from incidental breakage may still be managed as a universal waste.

O. Determine by testing, or handle as hazardous, clean up residues resulting from spills or leaks from events other than incidental breakage of lamps or CRTs in accordance with Maine Hazardous Waste Management Rules including generator accumulation time limit, storage, and disposal standards, and count this waste toward the determination of hazardous waste generator status. The MDEP can provide you with a generic clean-up plan that will guide you through this process.

P. If you are importing or exporting universal wastes into or out of the United States, you must comply with the export and import requirements of Chapter 857, section 7D.

Q. When shipping universal wastes, the wastes must be:

1. whole, intact, and unbroken;
2. in proper packaging that includes closed containers that are compatible for the type and amount of waste and that meet the US DOT standards;
3. accompanied by a Recyclable Hazardous Material Uniform Bill of Lading, manifest or log containing the information in Chapter 857, Section 13; and
4. shipped via a licensed hazardous waste transporter in accordance with section 7 of Chapter 851, or a common carrier in accordance with section 10.B of Chapter 853.

R. You must comply with the Recyclable Hazardous Material Uniform Bill of Lading, manifest or log requirements of Chapter 857, Section 13. As an in-state central accumulation facility, solid waste transfer stations are allowed to use the log in lieu of the manifest or bill of lading provided they are transporting to an instate consolidator.

S. You must properly track the universal waste via a manifest in accordance with Chapter 857, via a Recyclable Hazardous Material Uniform Bill of Lading in accordance with Section 6.B of Chapter 857, or by a shipping log in accordance with Section 13 of Chapter 857 of the Department's rules.

T. Universal wastes may only be shipped to a consolidation facility for universal waste or a properly approved recycling facility for universal waste, or in the case of ballasts and the residues from mercury spill kits to a properly approved disposal or treatment facility within one year of receipt of the waste.

U. Maintain and retain the following records at the transfer station:

1. inspection logs for at least one year from transfer station's receipt of the universal waste;

2. documentation of employee or contractor training for at least three years from the date of transfer station receipt of the universal waste or for the length of employee service whichever is greater. This record of training may be maintained by the instate consolidation facility on behalf of the transfer station;
3. If using, the Recyclable Hazardous Materials Uniform Bill of Lading or manifest for at least three years from the date of shipment of the universal waste;
4. Certificate of Recycling for at least three years from the date of shipment of the universal waste except in the case of ballasts and the residue from mercury spill kits. The Certificate of Recycling may be maintained at the instate consolidation facility on behalf of the transfer station. The Certificate of Recycling shall be dated and signed by the recycling facility that all hazardous waste components of the universal waste has been recycled, used, reused, or reclaimed as defined in Section 11.A(5) of Chapter 856 within 35 days of receipt. The Certificate of Recycling must contain the following information:
 - (a) Name, address and phone number of the generator and the recycling facility;
 - (b) Date universal waste was picked up;
 - (c) Date universal waste was recycled;
 - (d) Quantity of universal waste recycled;
 - (e) Tracking number, which includes the original Recyclable Hazardous Materials Uniform Bill of Lading, or manifest used to ship the universal waste from the generator or consolidator; and the following language; I certify that all parts of the hazardous material referenced in the above shipping document, including the mercury and lead, have been recycled, i.e., used, reused, or reclaimed as defined in Chapter 856, Section 11A (5)"; and
5. An inventory system that identifies the date and manifest or Uniform Bill of Lading number (if applicable) for each universal waste container or group of containers that is received at the facility, and the date and manifest or Uniform Bill of Lading (if applicable) number for each waste container or group of containers that is shipped from the facility.

V. If applicable, submit the original Recyclable Hazardous Materials Uniform Bill of Lading or proper manifest copies to the Department within 7 days of shipment.

W. Conduct closure of the universal waste handling areas in accordance with the requirements of Chapter 851, Section 11 of the Department's rules. The Department may waive the independent professional engineer certification requirement for transfer stations that only managed lamps and cathode ray tubes and that have documented that no releases occurred at the transfer station that were not properly cleaned up.

X. Batteries that are described in 40 CFR 273.2 (revised July 1, 1999) must be managed in accordance with 40 CFR 273 (revised July 1, 1999).

APPENDIX G.

Stormwater Maintenance, Inspection, & Housekeeping Plan



INSPECTION, MAINTENANCE, AND HOUSEKEEPING PLAN

For:

Casco/Naples Bulky Waste & Transfer Station Improvements
Casco, Maine

By:

Sebago Technics, Inc.
75 John Roberts Road, Suite 4A
South Portland, Maine

Introduction

The following plan outlines the anticipated inspection and maintenance procedures for the erosion and sedimentation control measures as well as stormwater management facilities for the project. This plan also outlines several housekeeping requirements that shall be followed during and after construction. These procedures shall be followed in order to ensure the intended function of the designed measures and to prevent unreasonably adverse impacts to the surrounding environment.

The procedures outlined in this Inspection, Maintenance and Housekeeping Plan are provided as an overview of the anticipated practices to be used on this site. In some instances, additional measures may be required due to unexpected conditions. For additional detail on any of the erosion and sedimentation control measures or stormwater management devices to be utilized on this project, refer to the most recently revised edition of the "Maine Erosion and Sedimentation Control BMP" manual and/or the "Stormwater Management for Maine: Best Management Practices" manual as published by the Maine Department of Environmental Protection (MDEP).

During Construction

1. **Inspection:** During the construction process, it is the Contractor's responsibility to comply with the inspection and maintenance procedures outlined in this section. These responsibilities include inspecting disturbed and impervious areas, erosion control measures, materials storage areas that are exposed to precipitation, and locations where vehicles enter or exit the site. These areas shall be inspected at least once a week as well as before and after a storm event (1" of rainfall), and prior to completing permanent stabilization measures. A person with knowledge of erosion and stormwater control, including the standards and conditions in any applicable permits, shall conduct the inspections.
2. **Maintenance:** All measures shall be maintained in an effective operating condition until areas are permanently stabilized. If Best Management Practices (BMPs) need to be maintained or modified, additional BMPs are necessary, or other corrective action is needed, implementation must be completed within 7 calendar days and prior to any storm event (1" of rainfall).
3. **Documentation:** A log summarizing the inspections and any corrective action taken must be maintained on-site. The log must include the name(s) and qualifications of the person making the inspections, the date(s) of the inspections, and major observations about the operation and maintenance of erosion and sedimentation controls, material storage areas, and vehicle access points to the site. Major observations must include BMPs that need maintenance, BMPs that failed

to operate as designed or proved inadequate for a particular location, and locations where additional BMPs are needed. For each BMP requiring maintenance, BMP needing replacement, and location needing additional BMPs, note in the log the corrective action taken and when it was taken. The log must be made accessible to the appropriate regulatory agency upon request. The permittee shall retain a copy of the log for a period of at least three years from the completion of permanent stabilization.

4. **Specific Inspection and Maintenance Tasks:** The following is a list of erosion control and stormwater management measures and the specific inspection and maintenance tasks to be performed during construction.

A. Sediment Barriers:

- Hay bale barriers, silt fences, and filter berms shall be inspected immediately after each rainfall and at least daily during prolonged rainfall.
- If the fabric on a silt fence or filter barrier should decompose or become ineffective prior to the end of the expected usable life and the barrier is still necessary, it shall be replaced.
- Sediment deposits should be removed after each storm event (1" of rainfall). They must be removed before deposits reach approximately one-half the height of the barrier.
- Filter berms shall be reshaped as needed.
- Any sediment deposits remaining in place after the silt fence or filter barrier is no longer required should be dressed to conform to the existing grade, prepared, and seeded.

B. Riprap Materials:

- Once a riprap installation has been completed, it should require very little maintenance. It shall, however, be inspected periodically to determine if high flows have caused scour beneath the riprap or dislodged any of the stone.

C. Erosion Control Blankets:

- Inspect these reinforced areas semi-annually and after significant rainfall events for slumping, sliding, seepage, and scour. Pay close attention to unreinforced areas adjacent to the erosion control blankets, which may experience accelerated erosion.
- Review all applicable inspection and maintenance procedures recommended by the specific blanket manufacturer. These tasks shall be included in addition to the requirements of this plan.

D. Stabilized Construction Entrances/Exits:

- The exit shall be maintained in a condition that will prevent tracking of sediment onto public rights-of-way.
- When the control pad becomes ineffective, the stone shall be removed along with the collected soil material. The entrance should then be reconstructed.
- Areas that have received mud-tracking or sediment deposits shall be swept or washed. Washing shall be done on an area stabilized with aggregate, which drains

into an approved sediment-trapping device (not into storm drains, ditches, or waterways).

E. Temporary Seed and Mulch:

- Mulched areas should be inspected after rain events to check for rill erosion.
- If less than 90% of the soil surface is covered by mulch, additional mulch shall be applied in bare areas.
- In applications where seeding and mulch have been applied in conjunction with erosion control blankets, the blankets must be inspected after rain events for dislocation or undercutting.
- Mulch shall continue to be reapplied until 95% of the soil surface has established temporary vegetative cover.

F. Stabilized Temporary Drainage Swales:

- Sediment accumulation in the swale shall be removed once the cross section of the swale is reduced by 25%.
- The swales shall be inspected after rainfall events. Any evidence of sloughing of the side slopes or channel erosion shall be repaired and corrective action should be taken to prevent reoccurrence of the problem.
- In addition to the stabilized lining of the channel (i.e. erosion control blankets), stone check dams may be needed to further reduce channel velocity.

5. **Housekeeping:** The following general performance standards apply to the proposed project.

- A. Spill prevention: Controls must be used to prevent pollutants from being discharged from materials on-site, including storage practices to minimize exposure of the materials to stormwater, and appropriate spill prevention, containment, and response planning and implementation.
- B. Groundwater protection: During construction, liquid petroleum products and other hazardous materials with the potential to contaminate groundwater may not be stored or handled in areas of the site draining to an infiltration area. An "infiltration area" is any area of the site that by design or as a result of soils, topography and other relevant factors, accumulates runoff that infiltrates into the soil. Dikes, berms, sumps, and other forms of secondary containment that prevent discharge to groundwater may be used to isolate portions of the site for the purposes of storage and handling of these materials.
- C. Fugitive sediment and dust: Actions must be taken to ensure that activities do not result in noticeable erosion of soils or fugitive dust emissions during or after construction. Oil may not be used for dust control.
- D. Debris and other materials: Litter, construction debris, and chemicals exposed to stormwater must be prevented from becoming a pollutant source.
- E. Trench or foundation dewatering: Trench dewatering is the removal of water from trenches, foundations, cofferdams, ponds, and other areas within the construction area

that retain water after excavation. In most cases, the collected water is heavily silted and hinders correct and safe construction practices. The collected water must be removed from the ponded area, either through gravity or pumping, and must be spread through natural wooded buffers or removed to areas that are specifically designed to collect the maximum amount of sediment possible, like a cofferdam sedimentation basin. Avoid allowing the water to flow over disturbed areas of the site. Equivalent measures may be taken if approved.

Post-Construction

1. **Inspection:** After construction, it is the responsibility of the owner or assigned heirs to comply with the inspection and maintenance procedures outlined in this section. All measures must be maintained in effective operating condition. The owner shall inspect and maintain the BMPs, including but not limited to any parking areas, catch basins, drainage swales, detention basins and ponds, pipes and related structures, in accordance with all municipal and state inspection, cleaning and maintenance requirements of the approved post-construction stormwater management plan.
2. **Specific Inspection and Maintenance Tasks:** The following is a list of permanent erosion control and stormwater management measures and the inspection and maintenance tasks to be performed after construction. If the BMP requires maintenance, repair or replacement to function as intended by the approved post-construction stormwater management plan, the owner or operator of the BMP shall take corrective action(s) to address the deficiency or deficiencies as soon as possible after the deficiency is discovered and shall provide a record of the deficiency and corrective action(s) to the local municipality in the annual report.

A. Vegetated Areas:

- Inspect vegetated areas, particularly slopes and embankments, early in the growing season (and after rainfall >0.5" for the first year after completion) to identify active or potential erosion problems.
- Replant bare areas or areas with sparse growth. Where rill erosion is evident, armor the area with an appropriate lining or divert the erosive flows to on-site areas able to withstand the concentrated flows.

B. Ditches, Swales and Other Open Channels:

- Inspect ditches, swales, level spreaders and other open stormwater channels in the spring, in the late fall, and after heavy rains to remove any obstructions to flow. Remove accumulated sediments and debris, remove woody vegetative growth that could obstruct flow, and repair any erosion of the ditch lining.
- Vegetated ditches must be mowed at least annually or otherwise maintained to control the growth of woody vegetation and maintain flow capacity.
- Any woody vegetation growing through riprap linings must also be removed. Repair any slumping side slopes as soon as practicable.
- If the ditch has a riprap lining, replace riprap in areas where any underlying filter fabric or underdrain gravel is showing through the stone or where stones have dislodged.

C. Culverts:

- Inspect culverts in the spring and in the late fall (also after heavy rains >0.5" for the first year after completion) to remove any obstructions to flow.
- Remove accumulated sediments and debris at the inlet, at the outlet, and within the conduit.
- Inspect and repair any erosion damage at the culvert's inlet and outlet.

D. Removal of Winter Sand:

- Clear accumulations of winter sand in parking lots and along roadways at least once a year, preferably in the spring.
- Accumulations on pavement may be removed by pavement sweeping.
- Accumulations of sand along road shoulders may be removed by grading excess sand to the pavement edge and removing it manually or by a front-end loader or other acceptable method.

E. Catch Basins:

- Inspect and, if required, clean-out basins at least once per year, preferably in early spring.
- Cleaning of catch basins will be required when sediment of at least 6 inches accumulates in the sump.
- Clean out must include the removal and legal disposal of accumulated sediments and debris at the bottom of the basin, at any inlet grates, at any inflow channels to the basin, and at any pipes between basins.

F. Infiltration Basin:

- During the first year, the basin shall be inspected semi-annually and following major storm events to check for surface ponding at the inlet that may indicate clogging.
- Sediment Removal: Sediment and plant debris should be removed from the forebay and basin at least annually.
- Mowing of a grassed basin can occur semiannually to a height no less than 6 inches. Any bare area or erosion rills shall be repaired with new filter media or sandy loam then seeded and mulched. Maintaining good grass cover will minimize clogging with fine sediments.
- Mowing: If mowing is desired, only handheld string trimmers or push-mowers are allowed on the filter (no tractor) and the grass bed should be mowed no more than 2 times per growing season to maintain grass heights of no less than 6 inches.
- Fertilization: Fertilization of the infiltration basin should be avoided unless absolutely necessary to establish vegetation.
- Harvesting and Weeding: Harvesting and pruning of excessive growth will need to be done occasionally. Weeding to control unwanted or invasive plants may also be necessary.

G. Detention Basin (Retention Pond):

- Detention basins should be inspected annually for erosion, destabilization of side slopes, embankment settling and other signs of structural failure, and loss of storage volume due to sediment accumulation.
- All inlets and outlets should be checked periodically to ensure proper function of flow structures, and checked monthly during wet weather conditions.
- Embankments should be maintained to preserve their integrity, including: mowing, control of woody vegetation, rodent control, and outlet repair.
- Sediment should be removed from any pretreatment structure annually. Accumulated sediment within the basin that restricts drainage or storage should also be removed.

3. Documentation:

- A. The owner or operator of a BMP or a qualified post-construction stormwater inspector hired by that person, shall, as required by the local municipality, provide a completed and signed certification on a form provided by the local municipality, certifying that the person has inspected the BMP(s) and that they are adequately maintained and functioning as intended by the approved post-construction stormwater management plan, or that they required maintenance or repair, including the record of the deficiency and corrective action(s) taken.
- B. A log summarizing the inspections and any corrective action taken must be maintained. The log must include the name(s) and qualifications of the person making the inspections, the date(s) of the inspections, and major observations about the operation and maintenance of controls. Major observations must include BMPs that need maintenance, BMPs that failed to operate as designed or proved inadequate for a particular location, and locations where additional BMPs are needed. For each BMP requiring maintenance, BMP needing replacement, and location needing additional BMPs, note in the log the corrective action taken and when it was taken. The log must be made accessible to the appropriate regulatory agency upon request. A sample "Stormwater Inspection and Maintenance Form" has been included as Attachment 1 of this Inspection, Maintenance, and Housekeeping Plan.

- 4. Duration of Maintenance:** Perform maintenance as described and required for any associated permits unless and until the system is formally accepted by a municipality or quasi-municipal district, or is placed under the jurisdiction of a legally created association that will be responsible for the maintenance of the system.

Attachments: Sample Stormwater Inspection & Maintenance Logs

General Site

INSPECTION MAINTENANCE AND HOUSEKEEPING FORM			
General Information			
Project Name:		Inspection Date:	
Project Location:		Current Weather:	
		Date / Amount Last Precip:	
BMP Owner:		Company conducting inspection:	
Owner Mailing Address:		Company Mailing Address	
Owner Phone #:		Company Phone #:	
Owner Email:		Inspector Name:	
		Inspector Email:	
Site Element	Suggested Maintenance (recm'd frequency)	Observations	Inspection Notes/Recommended Action
Vegetated Areas	Inspect Slopes/Embankments for erosion (annually, after storms >0.5" for the first year)		
	Replant bare areas or areas of sparse growth (annually)		
Ditches/Swales	Remove obstructions/debris/sediment (monthly)		
	Inspect for erosion/repair as needed (annually)		
	Remove woody vegetation (annually)		
	Mow vegetated ditches (annually)		
Catch Basins	Remove sediment/debris from sump (annually)		
	Remove accumulated debris from inlet grate (monthly)		
Culverts	Remove sediment/debris from inlet/outlet aprons (twice annually, after storms >0.5" for the first year)		
	Inspect inlet/outlet aprons for erosion, repair as needed (annually)		
	Inspect, repair as needed, riprap aprons for dislodged/sparse coverage (annually)		
Pipe Outlets	Remove sediment/debris from outlet aprons (twice annually)		
	Inspect outlet aprons for erosion, repair as needed (annually)		
	Inspect, repair as needed, riprap aprons for dislodged/sparse coverage (annually)		
Additional Notes/Observations:			

Detention Basin

INSPECTION MAINTENANCE AND HOUSEKEEPING FORM			
General Information			
Project Name:		Inspection Date:	
Project Location:		Current Weather:	
		Date / Amount Last Precip:	
BMP Owner:		Company conducting inspection:	
Owner Mailing Address:		Company Mailing Address	
Owner Phone #:		Company Phone #:	
Owner Email:		Inspector Name:	
		Inspector Email:	
BMP Element	Suggested Maintenance (recm'd frequency)	Observations	Inspection Notes/Recommended Action
Outlet Control Structure	Sediment Depth (Annually)		
	Floatables/Debris (Annually)		
Inlet & Discharge Pipes	Ground Stabilized (>1" rain, Annually)		
	Debris (>1" rain, Annually)		
Emergency Spillway	Review for signs of erosion (Twice Annually)		
	Review for signs of discharge (>1" rain, twice annually)		
Embankments	Review for signs of erosion (Twice Annually)		
	Mowed < twice per year, control of woody vegetation, debris removal annually		
Additional Notes/Observations:			

Infiltration Basin

INSPECTION MAINTENANCE AND HOUSEKEEPING FORM			
General Information			
Project Name:		Inspection Date:	
Project Location:		Current Weather:	
		Date / Amount Last Precip:	
BMP Owner:		Company conducting inspection:	
Owner Mailing Address:		Company Mailing Address	
Owner Phone #:		Company Phone #:	
Owner Email:		Inspector Name:	
		Inspector Email:	
BMP Element	Suggested Maintenance (recm'd frequency)	Observations	Inspection Notes/Recommended Action
Forebay/Pretreatment	Sediment/Debris Removal (Annually)		
	Inspect for bare areas or rill erosion (Annually)		
Inlet Pipe	Ground Stabilized (>1" rain, Annually)		
Emergency Spillway	Review for signs of erosion (Twice Annually)		
	Review for signs of discharge (>1" rain, twice annually)		
Embankments	Review for signs of erosion (Twice Annually)		
Filter Bed	Trim overgrown vegetation with string trimmer (annually)		
	Review basin for evidence of vehicular traffic or storage of snow within footprint (annually)		
	Confirm pond drains in 24-48 hours for water quality volume (annually)		
Additional Notes/Observations:			

APPENDIX H.

Shopping Rules

- All shopping activities must conclude at 4:30 PM each day.
- To ensure sales transactions are completed prior to the facility closing, new shopping may not commence later than 4:20 PM each day.
- Shopping may only take place in the identified areas. These include the used building material area, the wood pile, and the designated area at the garage. Occasionally, large items will be placed down by the light pole in the center of the yard.
- No shopping around bins and no soliciting or picking out of other customer's vehicles.
- No unauthorized personnel allowed into the main part of the garage.
- No climbing on the wood pile! Feet must always be on the ground.
- No picking from behind the barrels in the glass area.
- If you are dropping off material, you must reweigh prior to shopping.
- Bringing items for sale to the scale to hold while being reweighed is prohibited.
- Purchase of compost or reclaimed gravel are subject to these shopping rules.
- Be considerate of the employees and people within the facility disposing of materials.
 - No asking other customers to help load your vehicle.
 - No asking customers to deliver purchased items to your home.
- Anything put on hold must be picked up by 4:20 PM. Items not picked up the same day will remove the hold and items will be placed back up for sale.
- Taking items with a "hold" sticker is prohibited.
- All prices subject to change by the scale operator.
- Electronics, not placed in the Shop and Drop area by staff, are not for sale.
- Payment for shopped items is expected at time of pick up, charging is not permitted.