

INTERJURISDICTIONAL AGREEMENT BETWEEN
BANGOR AND HAMPDEN
ON
INDUSTRIAL PRETREATMENT

This Agreement is entered into this 13th day of February, 1996, between the CITY OF BANGOR (hereinafter "BANGOR"), a municipal corporation located in the County of Penobscot, State of Maine, and the TOWN OF HAMPDEN (hereinafter "HAMPDEN"), a municipal corporation located in the County of Penobscot, State of Maine (hereinafter sometimes jointly referred to as the "Parties").

RECITALS

1. BANGOR owns and operates a Wastewater Treatment Plant Complex.
2. HAMPDEN currently utilizes this Wastewater Treatment Plant Complex.
3. Users in HAMPDEN currently contribute wastewater to the Complex which may include industrial waste.
4. Both parties recognize their respective need to implement and enforce a pretreatment program to control industrial waste under 40 CFR Part 403 and 38 M.R.S.A. § 414-B, as the same may be amended from time to time.

AGREEMENT

1. HAMPDEN shall adopt a sewer use ordinance which is consistent with BANGOR's sewer use ordinance - Use of Public Sewers and Drains, Chapter V, Article 9 of the Laws and Ordinances of the City of BANGOR as it pertains to matters of industrial pretreatment and discharge limits or any matters mandated by Federal or State law. HAMPDEN's ordinance shall also provide that BANGOR's Wastewater Treatment Plant Superintendent or the Superintendent's

designee(s) shall have the authority to conduct or require all reasonable inspections, tests, or wastewater discharge sampling procedures necessary to enforce HAMPDEN'S pretreatment ordinance, or as otherwise required under Federal or State law. A representative(s) from HAMPDEN shall be afforded the opportunity to participate in and/or observe such activities through reasonable advance notice from BANGOR, but nothing herein shall preclude BANGOR from conducting such activities without the presence of the HAMPDEN representative(s). HAMPDEN's ordinance shall provide that BANGOR's Superintendent or the Superintendent's designee(s) shall have the authority to issue licenses or permits, assess fines and revoke licenses or permits of industrial users of the HAMPDEN sewer system, in accordance with BANGOR's pretreatment ordinance provisions. BANGOR agrees that it will administer its industrial pretreatment program in a manner that treats all dischargers to the Wastewater Treatment Plant Complex, including those who discharge into HAMPDEN's sewer system, fairly and consistent with applicable laws, regulations or ordinances.

2. Whenever BANGOR proposes to amend its sewer use ordinance, it shall provide a copy of the proposed ordinance amendment to HAMPDEN at the time the proposed amendment is placed on the Bangor City Council agenda for first reading. HAMPDEN will be notified of the time, date and location of any subsequent hearing of the City Council Committee having jurisdiction over sewer issues or Council workshop on the proposed amendment; as well as for the second reading and action by the City Council. HAMPDEN shall be afforded the opportunity to participate in any public

hearings or other public discussions concerning the proposed amendment. BANGOR shall forward to HAMPDEN a copy of any such amendments within five (5) business days of a final vote enacting the same by the City Council. Within sixty (60) days of receipt of any such amendments, HAMPDEN shall enact amendments to its sewer use ordinances to maintain consistency with BANGOR's amended ordinance as it pertains to matters of industrial pretreatment and discharge limits or any other matters mandated by Federal or State law. Examples of ordinance provisions which would require amendment by HAMPDEN in order to maintain such consistency include, but are not limited to, ordinance amendments enacted by BANGOR in the following circumstances: 1) where the amendments are necessary to comply with federal or state laws or regulations; 2) where the amendments are necessary, based on scientific and engineering grounds, to protect or enhance the integrity and operation of the Wastewater Treatment Plant Complex; or 3) where the amendments are necessary to maintain, improve or enhance the overall operation and maintenance of the Wastewater Treatment Plant Complex or the administration and implementation of the industrial pretreatment program.

3. The Parties will periodically review their respective sewer use ordinances and jointly draft and adopt amendments, which are consistent in scope and stringency, to their respective sewer use ordinances when deemed necessary for the effective administration and operation of the pretreatment program. This review will be conducted no less than once every five (5) years.

However, either party, or the Environmental Protection Agency or Department of Environmental Protection, may request a joint review whenever such party believes that a review is necessary. A request for such joint review must be forwarded by the requesting party to all other parties, stating the reason for the request and the date on which the review is requested to take place. Within five (5) business days of receipt of the request, the receiving party must respond to the request, stating that the proposed date is satisfactory or proposing an alternate date(s) for the review. In any case, the joint review will take place within thirty (30) business days of the request.

4. HAMPDEN shall adopt and diligently enforce a local limits ordinance which addresses at least the same pollutant parameters as, and is consistent with, the local limits ordinance enacted by BANGOR. Such action on its local limits ordinance by HAMPDEN shall take place as soon as practicable, but in no event later than one hundred (120) days after execution of this Agreement. Should any local limits ordinance amendments be proposed to BANGOR's local limits ordinance thereafter, HAMPDEN shall be obligated to respond as in Paragraph 2 above, upon notification of such proposed amendments by BANGOR.

5. HAMPDEN designates, upon execution of this Agreement, BANGOR as the agent of HAMPDEN for the purpose of implementation and enforcement of HAMPDEN's sewer use ordinance as the same pertains to industrial users located in HAMPDEN and using HAMPDEN's public sewer system for delivery of wastewater to the Plant.

6. BANGOR, on behalf of and as agent for HAMPDEN, will perform all technical and administrative duties necessary to implement and enforce HAMPDEN's sewer use ordinance as regards industrial users located in HAMPDEN and using HAMPDEN's public sewer system for the delivery of wastewater to the Plant. Such duties by BANGOR may include, but not be limited to: (1) issuing permits or licenses to all HAMPDEN users required to obtain a permit or license; (2) conducting inspections, sampling, and analysis in HAMPDEN; (3) taking all appropriate enforcement action against HAMPDEN users as outlined in BANGOR's enforcement response plan, including the execution of administrative consent decrees; and (4) performing any other technical or administrative duties the parties to this Agreement deem appropriate. BANGOR agrees to conduct these activities in HAMPDEN consistent with the manner that such activities are conducted in BANGOR. All fines, fees and other charges assessed against or required to be paid by HAMPDEN users shall be consistent with those charged or assessed to BANGOR users. A representative of HAMPDEN may accompany BANGOR personnel during any such activity. BANGOR will make an effort to notify HAMPDEN reasonably in advance of such activity, but lack of an accompanying HAMPDEN representative shall not preclude BANGOR from conducting such activity. In addition, BANGOR may, as an agent of HAMPDEN, take emergency action to stop or prevent any discharge which presents or may present an imminent danger to the health or welfare of humans, which reasonably appears to threaten the environment, or which threatens to cause interference, pass

through, or biosolids contamination in the Complex. All license or permit fees or fines assessed or recovered by BANGOR's Wastewater Treatment Plant Superintendent under this provision shall accrue to BANGOR for use in its wastewater pretreatment program. BANGOR agrees to timely send copies of any correspondence sent to or received from a HAMPDEN user and copies of all documents concerning HAMPDEN or its users, including but not limited, to permits or licenses, inspection and analysis reports, enforcement measures, notices of violation, and consent decrees (proposed and final). During any action by BANGOR, acting as agent for HAMPDEN enforcing and administering BANGOR's pretreatment program in HAMPDEN, that requires the Superintendent or the Superintendent's designee(s) to visit the property of any user in HAMPDEN, a representative of HAMPDEN shall accompany BANGOR personnel on said visit, but the lack of a HAMPDEN representative shall not preclude BANGOR's visit. BANGOR will make an effort to notify HAMPDEN reasonably in advance of any such visit to facilitate the HAMPDEN representative's participation in the visit.

7. HAMPDEN shall within ninety (90) days of execution of this Agreement conduct, and submit to BANGOR, an industrial waste survey, in a form approved by BANGOR, within its municipal limits and shall submit an updated survey to BANGOR by October 1st of each year. This survey shall be sent to BANGOR's Wastewater Treatment Plant Superintendent or the Superintendent's designee.

8. Except for the costs and charges directly billed to users under Paragraph 10 below, BANGOR shall assess HAMPDEN the direct costs, including, but not limited to, equipment, attorney's

New Users

fees, etc., and the direct and indirect (as periodically determined by its indirect cost allocation plan) costs for labor incurred in implementing and enforcing HAMPDEN's industrial pretreatment sewer use ordinance on behalf of HAMPDEN as it pertains to industrial users using HAMPDEN's public sewer system for the delivery of wastewater to the Plant. BANGOR will provide HAMPDEN, at its request, with a detailed accounting of such pretreatment costs incurred. In assessing such costs, BANGOR shall credit to HAMPDEN's account the net amount of any fines, expenses, and legal fees, recovered by BANGOR in enforcement actions, if any, brought against HAMPDEN's industrial users.

9. Before a significant industrial user located outside the jurisdictional boundaries of HAMPDEN is permitted to discharge into HAMPDEN's sewer system, HAMPDEN and BANGOR will enter into an agreement with the jurisdiction in which such significant industrial user is located. Such agreement shall be substantially equivalent to this Agreement and must be fully executed prior to a discharge from any significant industrial user in the outside jurisdiction.

10. HAMPDEN agrees that industrial users located in HAMPDEN and using HAMPDEN's public sewer system for the delivery of wastewater to the Plant will be billed by BANGOR for pre-license/permitting inspections and/or sampling and analysis, as well as all sampling, analysis or other direct costs associated with implementing and enforcing HAMPDEN's industrial pretreatment sewer use ordinance. A copy of any such bills shall be provided to

HAMPDEN at the time said bills are sent to said industrial users. Any bill remaining unpaid for 65 days after the billing date shall be paid by HAMPDEN within 10 business days of notice by BANGOR that the bill remains unpaid. BANGOR will provide HAMPDEN, upon request, copies of all records and information pertinent to any such uncollected or unpaid bills.

11. In addition to the itemized costs in Paragraph 8 above, HAMPDEN shall pay BANGOR Two Thousand Seven Hundred Dollars (\$2,700.00) per year for costs associated with administering the industrial pretreatment program. BANGOR agrees to perform additional pretreatment-related services for HAMPDEN, such as sample taking, at HAMPDEN's request, to be billed on a time and materials basis.


12. Any disputes arising out of this Agreement will be submitted to arbitration pursuant to 14 M.R.S.A. § 5927 et seq., as the same may be amended from time to time. A decision reached in arbitration, or the fact that the parties are engaged in arbitration, will in no way limit BANGOR's power to enforce requirements of this Agreement directly against users in HAMPDEN, nor will it preclude BANGOR from taking any emergency action, such as that which is described in Paragraph 6 above, against HAMPDEN directly.

13. Should any term of this Agreement be held null and void or rescinded by a court of competent jurisdiction, the remaining terms of this Agreement will be unaffected and enforceable.

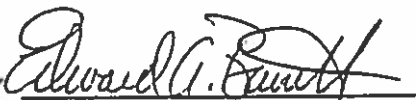
14. This Agreement will be reviewed and revised to ensure compliance with the Federal Clean Water Act (42 U.S.C. § 1251 et seq.) and rules and regulations (e.g. 40 CFR Part 403) issued thereunder, including any applicable amendments to such law, rules or regulations as necessary, but at least once every five (5) years.

15. Either party may terminate this Agreement by providing written notice to the other party. All benefits and obligations under this Agreement will cease following one hundred eighty (180) days from receipt of such notice. This Agreement will also terminate at the expiration or termination of the Interlocal Agreement Between Bangor and Hampden Regarding the Use of Bangor's Wastewater Treatment Plant Complex by Hampden, with benefits and obligations hereunder ceasing at that time.

CITY OF BANGOR

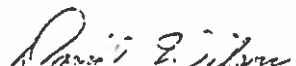


Witness

By 

Edward A. Barrett
City Manager

TOWN OF HAMPDEN



Witness

By 

Marie G. Baker
Town Manager

STATE OF MAINE

PENOBSCOT, ss.

February 13, 1996

Then personally appeared the above-named EDWARD A. BARRETT, in his capacity as City Manager, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said body corporate.

Before me,

Terri Lee Corey
Notary Public/Attorney-at-Law
Printed Name: TERRI LEE COREY
My Commission Expires: 12/23/96

STATE OF MAINE

PENOBSCOT, ss.

February 13, 1996

Then personally appeared the above-named MARIE G. BAKER, in her capacity as Town Manager, and acknowledged the foregoing instrument to be her free act and deed in her said capacity, and the free act and deed of said body corporate.

Before me,

Paula M. Newcomb
Notary Public/Attorney-at-Law
Printed Name:
My Commission Expires:

Paula M. Newcomb
Notary Public • Maine
My Commission Expires September 10, 2002