

INFRASTRUCTURE COMMITTEE MEETING

6:00 P.M.

Monday, December 28, 2015

HAMPDEN TOWN OFFICE

A G E N D A

1. MINUTES – 11/23/2015 Meeting
2. OLD BUSINESS
  - a. Protocols for Use of Public Safety Community Room – Chief Joe Rogers
  - b. Municipal Building HVAC System and Software – proposal from Penobscot Temperature Controls – potential funding through Municipal Building Reserve
    - i. Changing out thermostat to redlink (remote controlled) – *proposal received*
    - ii. Repairs to Freon circuit leak from rooftop HVAC unit – *proposal received*
    - iii. Addition of diffuser to rear office to improve air balance in office area – *proposal received*
    - iv. Complete update of HVAC control system (PC boards, etc) – *proposal pending*
  - c. Library bid process and timeline – review of draft Request for Bid
3. NEW BUSINESS
  - a. Update, illicit sewer connection, 44 Sunrise Lane
  - b. Proposed changes to sewer rates to cover operational and prior incurred costs – Town Manager Angus Jennings
  - c. Status of signal controller updates at 202 and Western Avenue – DPW Director Sean Currier
  - d. Discussion, snow plowing routes for sidewalks
  - e. Discussion, rain garden at Municipal Building
  - f. Discussion, proposed PERC agreement for Municipal Solid Waste after March 2018
4. PUBLIC COMMENTS
5. COMMITTEE MEMBER COMMENTS

## INFRASTRUCTURE COMMITTEE MEETING

Monday, November 23, 2015

### MEETING MINUTES – DRAFT

*Attending:*

*Councilor Dennis Marble, Chair*

*Mayor David Ryder*

*Councilor Greg Sirois*

*Councilor William Shakespeare (arrived 6:14 PM)*

*Councilor Stephen Wilde*

*Councilor Terry McAvoy*

*Town Manager Angus Jennings*

*Public Safety Chief Joe Rogers*

*Resident Bill Lippincott*

*Chairman Marble called the meeting to order at 6 PM.*

**1. MINUTES – 10/26/2015 Meeting** – *Motion by Mayor Ryder, seconded by Councilor McAvoy to approve the October 26, 2015 minutes. Unanimous (5-0) vote in favor.*

**2. OLD BUSINESS**

**a. Pine Tree Landfill Post Closure Monitoring – review of proposal received from Drumlin, LLC and SoilMetrics, LLC** – *Town Manager Jennings provided a summary of his memo in the meeting packet, including background on the vendor's prior monitoring on the Town's behalf. Councilor Marble asked how this work had been paid for in the past, and Manager Jennings said it had been paid by the operator of the landfill through the Host Community Benefits Agreement. Mayor Ryder asked whether the Town's Environmental Trust may be able to fund any of this monitoring and Manager Jennings said he would look into this. Motion by Mayor Ryder, seconded by Councilor McAvoy to refer the proposal from Drumlin, LLC and SoilMetrics, LLC to the Finance Committee with a favorable recommendation. Unanimous (5-0) vote in favor.*

*Because Chief Rogers was in attendance to discuss Item 3.B. on tonight's agenda, the Committee agreed to take this matter out of order.*

**3.b. Protocols for Use of Public Safety Community Room** – *Chief Rogers provided background regarding the groups, both government related and otherwise, that have used the public safety training room over the years. Years ago, it was a good idea to open up use of this facility to the public, but as regulations have become more strict it has raised concerns regarding access to the public safety facility. He said that it's important, at a minimum, to limit access to the room relative to what's been happening. The facility does not have a commercial kitchen or showers.*

*(Councilor Shakespeare arrived at 6:14 PM).*

*Mayor Ryder asked whether it would be possible to create a separate entrance to the training room to minimize interface with people coming to the public safety facility. Chief Rogers noted that this would still require shared access to the restrooms. He also noted that other meeting rooms are available to community groups, such as VFW, Kiwanis, Snowmobile Club and the Skehan Center.*

*Councilor Marble asked Chief Rogers what changes would be needed to ensure compliance with regulations, and Chief Rogers said that certain records (including print and computer screens) can't be visible to the public. Town employees, including public works, would need to be fingerprinted and subject to background checks. Contractors working on the facility must be escorted.*

*Chief Rogers said that, if the policy allowing use of the room by community groups is changed, this would be communicated to the groups with an explanation for the reason for the change, along with suggestions regarding other available meeting spaces.*

*Councilor Shakespeare asked whether this would affect the ability to have people here during the annual stream clean-up event, and Chief Rogers said that occasional, monitored use would be acceptable.*

*The Committee agreed that changes to the current policy should be considered, and Chief Rogers and Manager Jennings agreed that they would work on this for consideration at the next meeting of the Infrastructure Committee.*

**b. Turtlehead Park / Marina – condition of dock and boat ramp –**

*Manager Jennings presented his memorandum and photos in the meeting packet, which illustrate the poor condition of the floats and the boat ramp. Councilor McAvoy asked whether Bangor has a boat launch, and Mayor Ryder said they don't – just docks. Councilor Marble asked what the Town should be responsible for regarding maintenance. Councilor Sirois expressed concern regarding the fueling station on the floats. He is more comfortable with the Town's role in maintaining the ramp, but feels that the fueling station should be the responsibility of a private party. Councilors Shakespeare, McAvoy and Wilde also expressed concern about the fueling station. Councilor Wilde is concerned about the Town's liability, but agreed that the Town has some responsibility for the ramp/launch. Manager Jennings agreed, noting that because Federal funds were part of the creation of the Turtle Head Park, the Town does bear responsibility to provide public access to the water, and that that ramp would satisfy this requirement. Mayor Ryder suggested transferring ownership of the floats to a private party such as Hamlin's. Councilor Shakespeare noted that Hamlin's already puts the floats in and takes them out seasonally, and stores them. Manager Jennings suggested that it may be helpful if the Council declares that the floats are surplus public property and therefore*

*subject to disposition. Manager Jennings was also directed to look into what was the basis of the quote that Hamlin's received in June with a price of almost \$25,000 to repair the ramp.*

- c. Municipal Building HVAC System and Software – update** – *Manager Jennings provided an update regarding his ongoing communications with Penobscot Temperature Controls, including pending installation of improved air filters in the public safety building to partially address concerns about air quality. Manager Jennings has invited a proposal to improve the HVAC system.*

### **3. NEW BUSINESS**

- a. Update on “Spruce Up the Library” work supported by a 2015 Grant from the Stephen and Tabitha King Foundation, including work already complete (painting, trim boards) and upcoming RFP for LED lighting** – *Manager Jennings updated the Committee regarding the receipt of grant funding in March 2015 to support, among other work, installation of LED lighting throughout the library. Manager Jennings is working with Library Director Lozito to prepare a Request for Bid, and will keep the Committee apprised regarding this initiative.*

- b. Protocols for Use of Public Safety Community Room**

*This item was taken out of order and addressed earlier in the meeting.*

- c. Potential Town Mailbox Policy** – *Manager Jennings presented the recommendation of Public Works Director Currier that the Town adopt a policy applicable to Town roads comparable to the policy already in effect relative to State roads. Councilor Sirois made a motion, seconded by Mayor Ryder, to refer to the Council adoption of a policy along the lines of the State policy, but customized for Hampden. Councilor McAvoy and Manager Jennings expressed concern about the provision in the draft policy that would allow the Town to remove a mailbox that was constructed with impermissible materials (i.e. stone, granite etc.), then back-charge the homeowners. The Committee agreed that this language should not be part of Hampden's policy. Motion by Councilor Sirois, seconded by Councilor McAvoy to recommend adoption of the policy with this revision. Information about the policy should be made available via local cable, the Town Manager newsletter, and other venues.*

- d. Local Government Efficient Fund Request for Grant Proposals – discussion – questions due 12/4/15 (grant applications due 1/15/16) –**

*The Committee and Manager Jennings discussed the grant materials and agreed that the type of work that would be needed in order to explore efficiencies that could be achieved would require significant time from the Town Manager and other Towns' Managers. This work would be worthwhile, but it was not seen that the grant as written would be helpful, and instead that it would create more paperwork and reporting requirements that would take time away from the work itself.*

**4. PUBLIC COMMENTS – None.**

**5. COMMITTEE MEMBER COMMENTS – None.**

*There being no further business, the meeting was adjourned.*

Respectfully submitted –  
Angus Jennings, Town Manager

## HAMPDEN PUBLIC SAFETY TRAINING ROOM USE POLICY

### A. Room Use Priorities

Use of the Public Safety Training Room is limited to the following purposes, in this priority:

1. Voting location for all municipal, state, federal elections
2. Hampden Public Safety Department Training
3. Training for other Hampden municipal departments
4. Training space for other governmental entities, including regional trainings

With the exception of voting, use of the room will be on a first come, first served basis. Staff members wishing to utilize the room should check the schedule and reserve dates as early as possible. Scheduling shall be done through the Hampden Public Safety administrative assistant.

### B. Responsibility of Municipal Personnel for Training Room Use

A Hampden employee shall serve as the single point of contact for any use of the Training Room, including regional trainings, and shall be responsible for completing, or ensuring completion of, all associated responsibilities.

The Municipal Department or Personnel requesting use of the room, or "sponsoring" its use by a non-Hampden governmental entity, shall be responsible for:

1. Communicating with attendees about where they should and shouldn't park, and addressing any concerns with parking should it arise.
2. Maintaining building security - at no time shall anyone be permitted unescorted access to areas designated as public safety work or storage space.
3. Set up prior to and clean up after use.

### C. Rules for use of Community Room by non-Hampden governmental entities:

1. Parking for room users (during the work day) shall be along the sides of the building in the upper lot, in spaces in the lower lot, and in free spaces behind the post office. No parking during the day in spaces in front of the municipal building. (See attached diagram for entrance and parking areas)
2. Wireless internet is available on site, but there is no availability on site for photocopying, technical support, or provision of projectors or other equipment.
3. Room use is confined to the Community Room only. Access to the remainder of the Public Safety office and living space is not available. This includes the kitchen, unless special permission is granted in advance.

4. Entities utilizing the room shall be required to pay for any and all damages to the facility caused by participants of their activity.

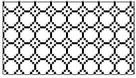
D. Effective Date

Policy Effective Date: July 7, 2009

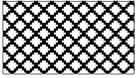
Council Approved: July 6, 2009

Council Amended: January \_\_, 2016

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PARKING ALLOWED



PARKING NOT ALLOWED



PUBLIC SAFETY/  
COMMUNITY ROOM  
ENTRANCE

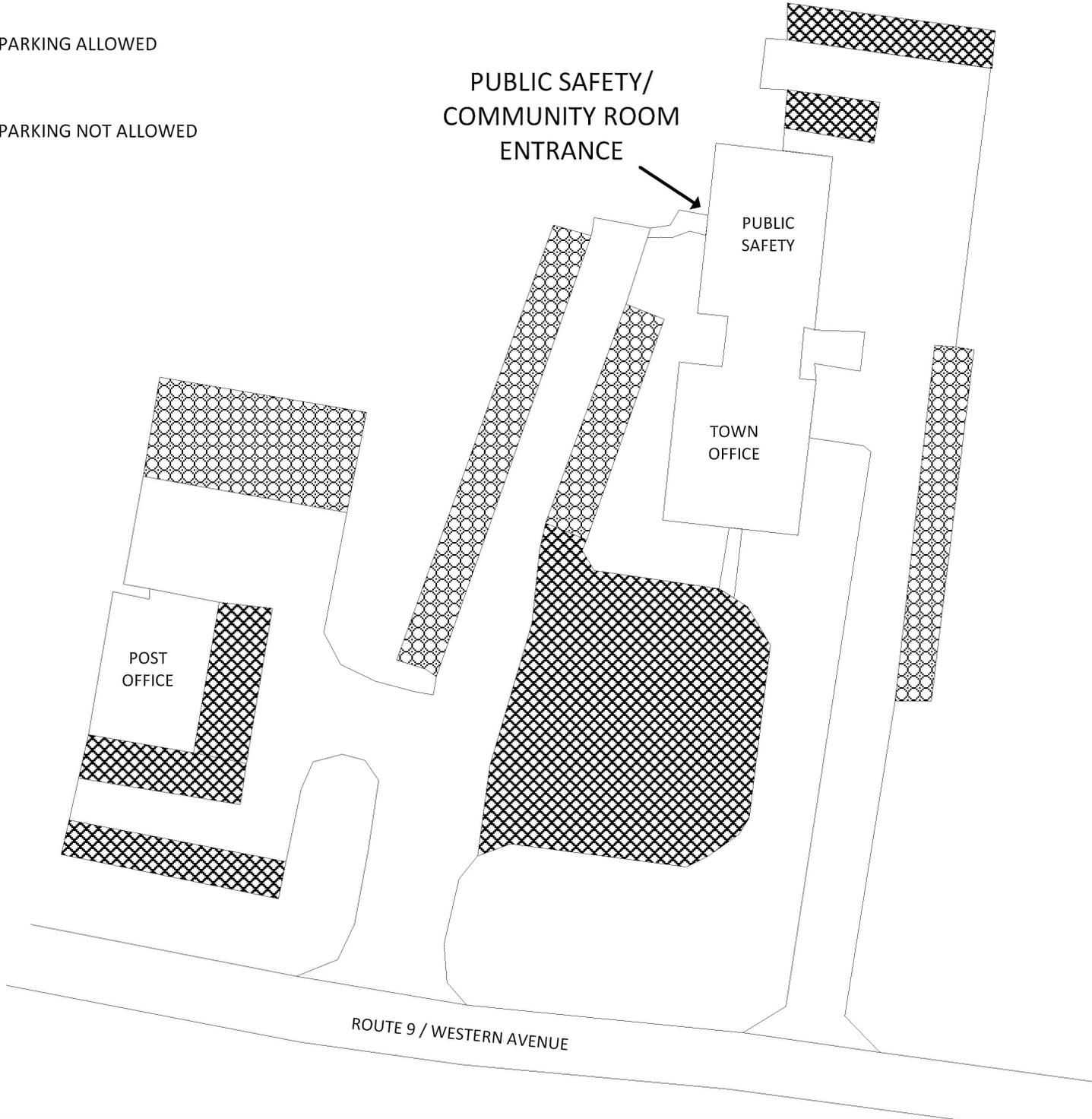


PUBLIC  
SAFETY

TOWN  
OFFICE

POST  
OFFICE

ROUTE 9 / WESTERN AVENUE



HAMPDEN ~~PUBLIC SAFETY TRAINING ROOM~~ USE POLICY

~~Deleted: COMMUNITY~~

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A. Room Use Priorities

Use of the Public Safety Training Room is limited to the following purposes, in this priority:

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~~Deleted: The Hampden Community Room's use priorities are as follows~~

1. Voting location for all municipal, state, federal elections
2. ~~Hampden Public Safety Department Training,~~
3. ~~Training for other Hampden,~~ municipal departments
4. ~~Training space for other governmental entities, including regional trainings~~

~~Deleted: Police/Fire/personnel~~

~~Deleted: for the Town of Hampden~~

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With the exception of voting, use of the room will be on a first come, first served basis. Staff members wishing to utilize the room should check the schedule and reserve dates as early as possible. Scheduling shall be done through the Hampden Public Safety administrative assistant.

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B. Responsibility of Municipal Personnel for Training Room Use

A Hampden employee shall serve as the single point of contact for any use of the Training Room, including regional trainings, and shall be responsible for completing, or ensuring completion of, all associated responsibilities.

~~Deleted: <#>Meeting space for local non-profit agencies¶  
<#>Training space for local companies (Fee required)¶~~

~~Deleted: Department~~

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The Municipal Department or Personnel requesting use of the room, or "sponsoring" its use by a non-Hampden governmental entity, shall be responsible for:

1. Communicating with attendees about where they should and shouldn't park, and addressing any concerns with parking should it arise.
2. Maintaining building security - at no time shall anyone be permitted unescorted access to areas designated as public safety work or storage space.
3. Set up prior to and clean up after use.

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~~Deleted: Hampden Municipal Departments wishing to utilize the community room shall complete a Municipal Department Request Form. Departments using the room are required to s~~

C. Rules for use of Community Room by non-Hampden ~~governmental~~ entities:

~~Deleted: -municipal-~~

1. Parking for room users (during the work day) shall be along the sides of the building in the upper lot, in spaces in the lower lot, and in free spaces behind the post office. No parking during the day in spaces in front of the municipal building. (See attached diagram for entrance and parking areas)
2. Wireless internet is available on site, but there is no availability on site for photocopying, technical support, or provision of projectors or other equipment.
3. Room use is confined to the Community Room only. Access to the remainder of the Public Safety office and living space is not available. This includes the kitchen, unless special permission is granted in advance.

4. ~~Entities utilizing the room shall be required to pay for any and all damages to the facility caused by participants of their activity.~~

D. Effective Date

Policy Effective Date: July 7, 2009

Council Approved: July 6, 2009

Council Amended: January , 2016

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**Deleted:** <#>The facility set up and clean up is the responsibility of the entity requesting use of the room. A \$25 refundable cleaning deposit is required prior to room use and will be returned immediately after room use if left in clean and neat condition. ¶  
<#>Local companies utilizing the space shall make arrangements **in advance** before bringing any large vehicles, trailers, or outside demonstration materials to the municipal complex. Space for such activities is very limited.¶

**Deleted:**

**Deleted:** <#>Entities utilizing the facility for activities involving children shall insure that there are sufficient adult supervisors to keep noise and activity at reasonable levels. This facility is located in a Public Safety area and the business of police, fire, and EMS is the first priority there. Personnel in these areas are on duty 24/7 and we ask for courtesy to them while utilizing the facility.¶  
<#>Room users shall be required to fill out a Room Use Request form and submit it to the Town Manager, or his/her designee for approval, at least one month prior to the requested date.¶  
<#>For-profit entities utilizing the space shall pay a fee of \$50 for ½ day or evening use and \$100 for full-day use. Half day and evening use is defined as 4 hours or less, including clean-up.¶

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¶  
HAMPDEN COMMUNITY ROOM ¶  
ROOM USE REQUEST FORM¶  
(Non-Hampden-Municipal-Department)¶  
Date of Application: \_\_\_\_\_¶  
¶  
Name of Entity Requesting Use  
\_\_\_\_\_  
- ¶  
Address: \_\_\_\_\_ ¶  
- \_\_\_\_\_ ¶  
Telephone: \_\_\_\_\_ ¶  
- \_\_\_\_\_ ¶  
Email: - - \_\_\_\_\_ ¶  
\_\_\_\_ ¶  
¶  
Contact Person Name:  
\_\_\_\_\_  
- ¶  
- Address: - - \_\_\_\_\_ ¶  
- - - - - \_\_\_\_\_ ¶  
- Telephone: - - \_\_\_\_\_ ¶  
- \_\_\_\_\_ ¶  
- Email: - - - \_\_\_\_\_ ¶  
\_\_\_\_ ¶  
¶  
Date Room Requested for  
Use: - \_\_\_\_\_ ¶  
Number of  
Participants: - - \_\_\_\_\_ ¶  
\_\_\_\_ ¶  
¶  
If event involving children - # of adult  
supervisors \_\_\_\_\_ ¶  
Time  
required: - - - \_\_\_\_\_ ¶  
\_\_\_\_ ¶  
¶  
I, \_\_\_\_\_, have read  
the Hampden Community Room Use Policy and  
agree to adhere to all terms and conditions of  
that policy.¶  
¶  
Date: \_\_\_\_\_  
- Signature: - \_\_\_\_\_ ¶  
\*\*\*\*\*  
\*\*\*\*\*  
Application Granted \_\_\_\_\_ ¶  
Application Denied \_\_\_\_\_ ¶  
- If denied, reason  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fee Paid (if any) - \$ \_\_\_\_\_ ¶  
Date Paid - - \_\_\_\_\_ ¶  
¶  
Cleaning deposit paid \$ \_\_\_\_\_ Date: \_\_\_\_\_  
¶  
Cleaning deposit refunded: Yes \_\_\_\_\_ Date: \_\_\_\_\_  
- No \_\_\_\_\_ Reason for retention  
\_\_\_\_\_  
\_\_\_\_\_ ¶

Penobscot Temperature Controls, Inc.

54 Nadine's Way  
 Hampden, ME-04444  
 (207)945-9350

**Quote**

Date	Quote #
12/15/2015	458

Name / Address
Town of Hampden 106 Western Avenue Hampden, ME 04444

Item	Description	Project	Location
		Thermostat	Office, Roof Top
		Qty	Total
Labor Hon # THM6000R10... Hon # YTHX9421R5...	Install one "Red Link" Honeywell Wi - fiy thermostat for main office roof top HVAC unit. Thermostat set up is like the one at public works building that can connect to the Internet.	7	406.00 121.98 372.37
Thank you for your business! **This quote may be withdrawn by us if not accepted within 30 days.**		<b>Total</b>	\$900.35

Penobscot Temperature Controls, Inc.

54 Nadine's Way  
 Hampden, ME-04444  
 (207)945-9350

**Quote**

Date	Quote #
12/15/2015	455

Name / Address
Town of Hampden 106 Western Avenue Hampden, ME 04444

		Project	Location
		AC Repairs	Office, Roof Top
Item	Description	Qty	Total
	Roof top AC unit has a freon pipe / coil crack and AC circuit # 1 is down. We think it has been down for the last part of last summer. That is some of the cooling problem the office area had last summer. We will need to pressure test compressor coils and piping. We will move repair equipment to the roof top .Silver solder pipe cracks that we find. System evac. , freon charge and cooling start up and check out.		
Labor		16	928.00
Freon 22		15	262.35
Torch, Silver solder		1	25.00
Nitrogen Gas	Pressure test	1	17.00
Vaccum pump oil		1	7.50
	NOTE: Any other problems we fine we will send over repair price.		
Thank you for your business! **This quote may be withdrawn by us if not accepted within 30 days.**		<b>Total</b>	\$1,239.85

Penobscot Temperature Controls, Inc.

54 Nadine's Way  
 Hampden, ME-04444  
 (207)945-9350

**Quote**

Date	Quote #
12/15/2015	460

Name / Address
Town of Hampden 106 Western Avenue Hampden, ME 04444

		Project	Location
		Air Balance	Office area
Item	Description	Qty	Total
Labor	Test air flow CFM from ceiling air vents with our flow hood . Check building mechanical plans and set air flow to office space to there design settings. We will need to add and install hand dampers for air flow settings. We will need to get more air flow to rear office area so we will install one more ceiling air vent for that rear office. This should help even out the air flow in the office area. Also this work should be done on a Friday so not to interfere with the office staff.		1,160.00
Materials	Small amount of flex duct work, ceiling air grill, duct hand damper	1	255.00
Thank you for your business! **This quote may be withdrawn by us if not accepted within 30 days.**		<b>Total</b>	\$1,415.00

**Town of Hampden**  
106 Western Avenue  
Hampden, Maine 04444



**Phone:** (207) 862-3034  
**Fax:** (207) 862-5067  
**Email:**  
townmanager@hampdenmaine.gov

## REQUEST FOR BID

### Town of Hampden – Lighting and Electrical Work at Edythe Dyer Library

The Town of Hampden is seeking bids for electrical work at the Edythe Dyer Library including but not limited to:

1. Lighting system – interior and exterior;
2. Connecting and disconnecting electrical equipment to accommodate other trades during project;
3. Exit and emergency lighting; and
4. Clean up and proper disposal of project materials at end of every work day.

The Town has prepared a detailed Scope of Services including specifications for lighting fixtures. The Scope of Services, fixture schedule, and a layout plan of the facility are attached to this Request for Bid.

Interested bidders who wish to view the project prior to bidding are invited to attend a pre-bid walk-through of the facility on \_\_\_\_\_, January \_\_, 2016 at \_\_\_\_ at the Edythe Dyer Library, 269 Main Road North, Hampden, ME. Questions should be addressed to the Town Manager at 862-3034, Monday through Thursday from 7:30 a.m. until 6 p.m.

Sealed bids, clearly marked “Library Electrical” must be received no later than \_\_\_\_\_,  
2016 at \_\_\_\_\_ addressed to

Angus Jennings, Town Manager  
Town of Hampden  
106 Western Avenue  
Hampden, ME 04444

Bids will be publicly opened at the Hampden Town Office Conference Room at \_\_\_\_\_ on \_\_\_\_\_, 2016. Bids shall include a statement of proposed price to complete the work

including sufficient detail for the Town to understand the basis of the costs. In addition, billing rates for all proposed personnel shall be provided.

Upon receipt of bids the Town Manager will convene an Advisory Group comprised of the Library Director, the Director of Public Works, two members of the Library Board of Trustees, and the Town Manager. The Advisory Group will review and evaluate all bids received. Any bids found to be incomplete, non-responsive or that fail to meet any of the minimum standards in the Scope of Services will be disqualified from further consideration. The Advisory Group expects to schedule interviews with two or more vendors that submit bids that are complete, fully responsive to the Scope of Services, and that meet or exceed the minimum standards in the Scope of Services. The Advisory Group reserves the right to conduct reference checks based on the bidders' prior or ongoing clients.

Following the interview and evaluation process, the Advisory Group will make a recommendation to the Town Council's Finance Committee regarding whether to award a contract, and if so to which bidder. Proposed price will be considered in the Advisory Group's evaluations and recommendation, but the Advisory Group reserves the right to recommend a bidder that is not the lowest price bidder if such recommendation is, in the opinion of the Advisory Group, justified based on the quality, experience and/or professional reputation of the bidder.

The Town Council's Finance Committee will review the recommendation of the Advisory Group during a public meeting, and will prepare its own recommendation to the Town Council regarding whether to award a contract, and if so to which bidder.

The Hampden Town Council reserves the right to accept or reject any or all bids. If awarded, a contract will be formally awarded at a regularly scheduled meeting of the Town Council.

Prior to execution of a contract, the contractor must provide proof of workers compensation insurance, and of liability insurance with a \$400,000 minimum coverage, and shall provide a certificate naming the Town of Hampden as additionally insured.

Attachments: Scope of Services  
Fixture Schedule  
Layout plan of the Library

**SECTION 26 00 00**

**ELECTRICAL**

**PART I-GENERAL**

**1.1 SCOPE**

- A. The work covered by this section includes the furnishing of labor and materials, equipment, and incidentals and the performing of operations in connection with "electrical work" as indicated in the scope and/or specified herein and including incidental items to effect a finished, complete and operable system as indicated. The electrical work shall include but not be limited to:
  - 1. Lighting system - interior and exterior.
  - 2. Connecting and disconnecting electrical equipment to accommodate other trades during project.
  - 3. Exit and emergency lighting.
  - 4. Clean up and proper disposal of project materials at end of every work day.

Work shall be subject to the conditions of the contract and shall be in strict accordance with these drawings and specifications.

- B. Assume responsibility to have thoroughly examined the drawings and specifications including addenda. Questions over any conflicting information shown on the drawings and specifications shall be referred by email to Debbie Lozito of Edythe Dyer Library for clarification. [debbie.lozito@edythedyer.lib.me.us](mailto:debbie.lozito@edythedyer.lib.me.us)
- C. The term "Contractor" used hereinafter shall designate the Electrical Contractor.

**1.2 CODES AND STANDARDS**

- A. Where referred to, published standard specifications of technical societies, trade associations and governmental agencies codes and regulations of Underwriters and protective organizations, Federal, State and Municipal regulations and codes and publications of a similar nature shall be the edition current as of the date of this Specification.
- B. The applicable requirements of the publications of the following organizations shall apply to the work under this section as if fully written herein:
  - 1. American National Standards Institute, Inc. (ANSI)
  - 2. Institute of Electrical and Electronic Engineers (IEEE)
  - 3. National Electrical Manufacturers Associations (NEMA)
  - 4. National Fire Codes

5. Underwriters Laboratories, Inc. (UL)
6. Federal, State and Municipal Building Codes, and all other Authorities having jurisdiction.
7. National Electrical Code (NEC)
8. Insulated Power Cable Engineers Associated Specification (IPCES)
9. American Society for Testing Materials Specifications (ASTM)
10. National Bureau of Standards Handbook (NBS)
11. Occupational Safety and Health Administration (OSHA)
12. National Electrical Safety Code (NESC)
13. Americans with Disabilities Act (ADA)

#### 1.4 MATERIALS AND EQUIPMENT

- A. Materials shall be of the best quality. Workmanship shall be of highest grade and construction shall be done according to best practices of the trade.
- B. Provide, when required, labeled samples of material or equipment specified herein or proposed to be used in this work.
- C. **Where words "furnish", "provide", or "install" are mentioned, either singly or in combination, these words are hereby interpreted to mean "furnish and install" or "provide and install", including materials complete with connections, supplemental devices, accessories and appurtenances, unless specifically noted otherwise. These words are likewise hereby interpreted as being prefixed to materials, equipment, and apparatus hereinafter mentioned, either in abbreviated or scheduled information or in the technical sections of the specifications.**

#### 1.5 SHOP DRAWINGS

- A. Submit for review, electronic submittals and not less than two (2) sets of Shop Drawings of the materials, fixtures and equipment to be incorporated in the work. Information shall contain specific reference to catalog numbers and shall be qualified in writing as required. No considerations will be given to brochure or catalog information not specifically designated or referenced to the specification by an identifying number.
- B. Shop drawings that are facsimiled, (FAX) produced, or are photocopies of FAX documents will not be considered or reviewed. Only originals and or photocopied originals, complying with paragraph A above will be considered.
- C. Before consideration, electrical submittal packages shall include cover pages for each of the electrical equipment groups, i.e. lighting, wiring devices. The cover page of each group shall be typewritten and contain the following information:
  1. Project location.
  2. Electrical Contractor and phone number.
  3. Product manufacturer and phone number.
  4. Distributor or supplier's company and phone number.
  5. Order date and distributor order number.
  6. Approximate on-site delivery date after submittal review and return.

## Edythe Dyer Library

- D. Shop drawings must bear the specifier's review stamp. In the event that the specifier rejects shop drawings, the shop drawing must be revised and resubmitted for review.
- E. Shop drawings shall be submitted to the specifier no later than 14 days after award of General Contract.

### 1.6 SUBSTITUTIONS

- A. Reference in the specifications or on the drawings to any product, material, fixture, form or type of construction, by proprietary name, manufacturer, make or catalog number, establishes a standard of quality or design and is not meant to limit competition. Use any equivalent substitute provided favorable written review by the specifier is first obtained. Any substituted system must show a direct comparison to the system specified and all deviations from the specified system clearly identified. In all cases, the suitability of any substituted item or system shall be determined by the specifier/owner. If the substituted item or system is rejected the item or systems specified shall be furnished and installed at no additional cost to the Owner.

### 1.7 CODES, PERMITS, INSPECTIONS

- A. The installation shall comply with laws and regulations applying to the electrical installation in effect at the site with regulations of any agency having jurisdiction, and with regulations of the National Electrical Code (NEC).
- B. Obtain and pay for permits required by the ordinances at the site. After completion of the work, furnish the Owner a certificate of final inspection and approval from the Inspection Bureau having jurisdiction.
- C. Rejected materials shall be removed from the site and new materials furnished, retested and installed to the satisfaction of the Architect without additional cost to the Owner.
- D. Inspect the site and survey the conditions to be encountered in the performance of the Work prior to starting the work. Failure to be familiar with the conditions shall not relieve or reduce responsibility for full completion of the work in accordance with the provisions of the contract.

### 1.8 TEMPORARY LIGHT AND POWER

- A. Temporary light and power shall be installed and maintained under this contract for use by all trades for the duration of construction complete with wiring, switches, protective devices and similar equipment as may be required. Temporary lights and power shall be completely removed no later than project completion.

1.9 ACCEPTANCE

- A. Before acceptance of the work under this section, damaged or imperfect materials shall be refinished or replaced, debris, scaffolding and tools shall be removed and premises shall be "broom clean" to the satisfaction of the Owner.

1.10 GUARANTEE

- A. Guarantee materials and installations under normal use to be free of defects and poor workmanship for a period of one (1) year from the date of acceptance. Any replacement of parts or adjustments, including labor made necessary by inherent defects, shall be provided by the contractor without cost to the Owner within the guarantee period.

1.11 PROTECTION OF EQUIPMENT AND MATERIALS

- A. Protect equipment and material for the electrical work after delivery, before and after installation. This protection must be extended against pilferage, dampness and damages from any cause until the work is accepted by the Owner.

1.12 ELECTRICAL REFERENCE SYMBOLS

- A. Symbols shown on the Drawings show approximate locations of fixtures, outlet boxes, conduit runs and other equipment, unless otherwise detailed. The exact location shall be governed by structural conditions and obstructions. This is not to be construed as to permit redesigning systems. Outlets shall be connected from circuits as shown on the drawings. Locate and install boxes and equipment where they will be readily accessible.

1.13 MATERIALS AND INSTALLATION

- A. Only the best materials of each class specified shall be used and the installation shall be made in a neat and workmanlike manner, complete in every detail, ready for immediate satisfactory operation by the Owner.

B. PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

- A. Unless otherwise indicated, the materials to be furnished under this specification shall be the standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer's latest standard design that complies with the specification requirements.

- B. Materials shall be delivered to the site in the original sealed containers of packages bearing the manufacturer's name and brand designated. Materials shall be stored in a clean, well-ventilated, warm area. Care shall be exercised in handling materials during delivery, storage and installation. Materials damaged, in the opinion of the Architect, shall be replaced at no additional cost to the Owner.

## 2.2 EQUIPMENT MOUNTING AND SUPPORTS

- A. Provide supports including supplementary steel, channels, rods and guys required for the proper installation, mounting and support of equipment.
- B. Supports shall be firmly attached and connected to building structural elements and constructed in an acceptable manner. Continuously threaded rods less than 3/8" in diameter, tie wire, or metal straps are not acceptable.
- C. Except as otherwise required by the Contract Documents the type and size of supports shall be as determined by the Contractor and shall be of sufficient strength and size to allow only a minimum deflection as required by codes or standards and the support manufacturer's requirements for loading.

## 2.3 WIRING DEVICES

- A. Switches, receptacles and other utilization devices shall be specification grade. Switches shall have a minimum rating of 15 amperes. Mercury switches will not be accepted.
- B. Receptacles and switches shall have a grounding pole and grounding terminal, which shall be connected to the outlet box with grounding conductor to establish grounding continuity. Green grounding screw must be used for grounding.
- C. Wiring devices shall be Pass and Seymour or equal. Verify color with specifier.

## 2.4 LIGHTING FIXTURES AND LAMPS

- A. Fixtures and lamps shall be the manufacturers specified in the Lighting Fixture Schedule.  
**Alternate fixtures may be submitted for pre-approval a minimum of 10 days prior to bid date.**
- B. Energy Saving Ballasts for fluorescent fixtures shall be Class P electronic: high power factor; shall incorporate UL listed automatic resetting protection: shall be classified for quiet operation, "A" sound rating: shall be designed for a nominal 120 volt system as shown. Interchangeability of lamps and ballasts must be provided. Ballasts shall be designed, manufactured, and tested to meet the latest UL and ANSI standards and this requirement shall be certified by an independent testing organization.
- C. Energy saving lamps of wattage, type and color indicated shall be furnished and installed in necessary quantity to completely lamp every fixture. Incandescent lamps installed in permanent lighting fixtures and used for lighting during construction shall be replaced on or just after the date of substantial completion. Incandescent lamps shall be 130 volt, extended service type.
- D. LED lamps and fixtures shall have a minimum of a five (5) year manufactures warranty. LED lamps shall be as indicated on the Lighting Fixture Schedule. No Substitutions will be accepted.
- E. Guarantee equipment and wiring free from inherent mechanical and electrical defects for a period of one year from date of the final acceptance. Before the installations shall be considered completed and acceptable by the awarding authority, all new fixtures and devices must be installed and operating properly, and the job site must be clean of all items being replaced / upgraded as well as any trash associated with the project before final payment is made

PART 3 - EXECUTION

3.1 LICENSE

- A. Electrical work shall be installed by persons duly licensed by the Electricians Board of the State of Maine.

3.2 COORDINATION

- A. It shall be the responsibility of this contractor to coordinate his work with other trades to insure that his work is terminated in a satisfactory manner.
- B. The contractor is responsible for coordinating work to be performed on site with other trades AND INSURING THE WORK DOES NOT CONFLICT WITH NORMAL BUSINESS at Edythe Dyer Library.

3.3 WORKMANSHIP AND PREPARATION

- A. Work shall be executed in workmanlike manner by experienced electricians in accordance with the most modern engineering practice and shall present a neat appearance when completed. The work shall be carefully laid out in advance and where cutting, channeling, chasing, or drilling of floors, walls, partitions, and ceiling or other surfaces is necessary for the proper installation, support or anchorage of the conduit, raceways or other electrical work, this work shall be carefully done and any damage to the building, piping or equipment shall be repaired by skilled mechanics of the trades involved and at no additional cost to the Owner.
- B. After installation, electrical equipment shall be protected to prevent damage during the construction period. Openings in conduits and boxes shall be closed to prevent entrance of foreign materials. The interior of boxes and cabinets shall be left clean, exposed surfaces shall be cleaned and plated surfaces polished.

3.8 FIXTURES

- A. Fixtures shall be supported by building structural elements independent of furred or suspended ceilings.
- B. Recessed fixtures shall be supported by rod or bowchain, minimum of two (2) supports per 4' of fixture.
- C. The minimum number of supports for surface mounted fixtures shall equal one for each 4' of length plus one additional support: 4' two (2) supports: 8' three (3) supports: 12' four (4) supports. Additional supports shall be provided if required. Attachment to

structural steel shall be bolted type, anchors and inserts shall be installed as an integral part of structural system. Explosive or cartridge driven type insert, anchors or supports are not acceptable.

- D. Subsequent to review of shop drawings and prior to ordering fixtures, verify voltage at each fixture, also consult with others to determine the type of ceiling and ceiling suspension system in each and every room and order fixtures to suit and fit the particular ceiling and ceiling suspension system. Any extra costs because of failure on the part of this Contractor to verify voltage or ceiling requirements shall be paid for by this Contractor.

### 3.9 INTENT OF DRAWINGS

- A. The drawings do not show in detail every conduit, junction box, or fitting, but material necessary to complete the electrical system in accordance with the best practices of the trade and to the complete satisfaction of the Architect, shall be furnished without additional compensation under this section of the specifications. No deviation from the layout shall be made without written approval from the Architect.

### 3.10 RECORD DRAWINGS

- A. During the progress of the work, keep a set of drawings marked up to record deviations and changes from the Contract Drawings due to field conditions, change orders, amendments, revisions, addenda and other reasons to represent an accurate record of work as actually installed. Include an accurate layout of in-slab, under-slab, and buried conduits.
- B. Deviations from the Contract Documents shall be favorably reviewed by the Architect before installation.
- C. At the completion of the work, furnish to the Library a complete set of prints of the original Contract Drawings, corrected in a neat manner to reflect the above changes and representing an accurate record of work as actually installed.
- D. The record drawings shall be submitted to the specifier for review and corrected as deemed necessary.
- E. After favorable review, the record drawings shall become the property of the Owner.

### 3.11 INSTRUCTIONS, OPERATION AND MAINTENANCE DATA

- A. At the completion of the work, deliver one (1) set of operating and maintenance instructions of equipment and systems to the Owner. Submit name and address of nearest available source of repair service and replacement equipment and parts to the owner and specifier. Explain and demonstrate the operation of all systems contained in Specification Section 26 00 00 to the Owner's representative.
- B. Data shall include a complete set of shop drawings.
- C. Material shall first be submitted in preliminary form for review by the specifier. After review, submit two (2) copies in bound volumes to the specifier for distribution.

# EDYTHE L. DYER COMMUNITY LIBRARY



269 Main Road North, Hampden Maine 04444

## Library Hours

Monday and Wednesday 9am-8pm

Tuesday, Thursday and Friday 9am-5pm

Saturday 9am-2pm (Labor day to Memorial Day)

<http://www.edl.lib.me.us/>

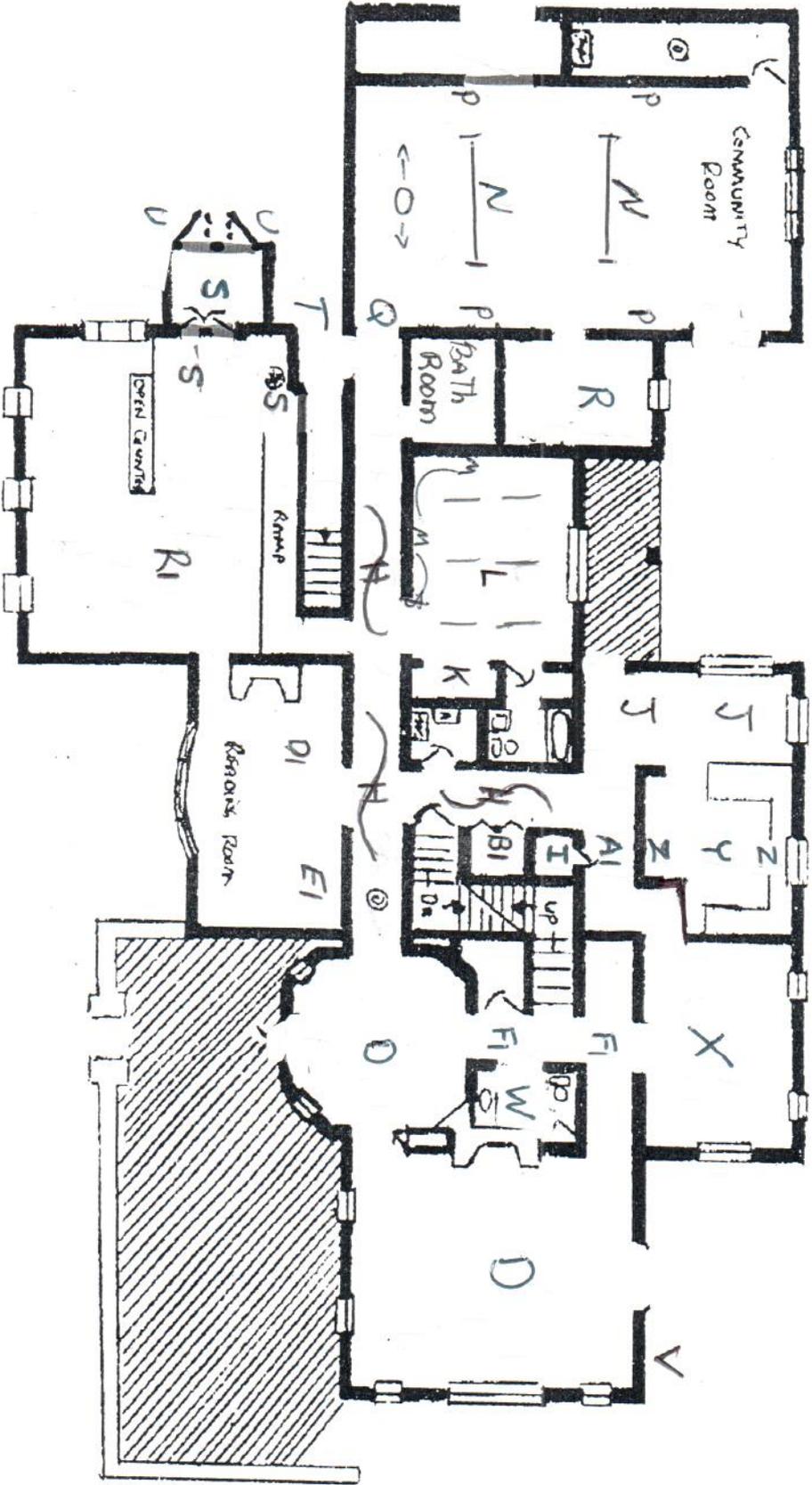
AREA	Type	Mfg	CATALOG NUMBER	DESCRIPTION	ACTION	QUANTITY	Acceptable Substitutions
UPSTAIRS BACK OFFICE	A	METALUX	FMLED20WH830PR	32 Watt 2300 Lumen Dimmable fixture. Surface Mount.	Replace existing fixtures	5	Per pre-approved submission
OPEN AREA AT TOP OF STAIRS	A	METALUX	FMLED20WH830PR	32 Watt 2300 Lumen Dimmable fixture. Surface Mount.	Replace existng fixtures	2	Per pre-approved submission
DEBBIES OFFICE	A	METALUX	FMLED20WH830PR	32 Watt 2300 Lumen Dimmable fixture. Surface Mount.	Replace existing fixtures, INSTALL COMPATIBLE DIMMER SWITCH	4	Per pre-approved submission
DEBBIES CLOSET	B	ETI	54606242	11.5 Watt 830 Lumen fixture	Replace existing fixtures	1	Per pre-approved submission
DEBBIES BATH	C	GE	LED4DCAM-C/827 # 65666	4 Watt LED replacement	Replace lamps in Bath lights	3	Per pre-approved submission
UPSTAIRS CHANDELIER	D	GE	LED4DCAC-C/827 # 65654	4 Watt LED replacement	Replace lamps and thoroughly clean fixture	9	NO alternates accepted
UPSTAIRS CHANDELIER	D1-ALT	METALUX	FMLED20WH830PR	32 Watt 2300 Lumen Dimmable fixture. Surface Mount.	Alternate to remove Chandelier and replace with LED fixture	1	Per pre-approved submission
ENTRY CHANDELIER	D	GE	LED4DCAC-C/827 # 65654	4 Watt LED replacement	Replace lamps and thoroughly clean fixture	18	NO alternates accepted
BLUE ROOM CHANDELIER	D	GE	LED4DCAC-C/827 # 65654	4 Watt LED replacement	Replace lamps and thoroughly clean fixture. Replace shade on missing bowl with shade from Childrens room fixture	15	NO alternates accepted
EXIT	EXIT	SURE-LITES	APX7R	LED EXIT	Convert to LED Exit	1	Per pre-approved submission
UPSTAIRS TOWER CEILING	F	LAMPS PLUS	SIMILAR TO STYLE #M2558-M2561 WITH BRONZE FINISH AND WHITE BLADES	40" Aerial Ceiling Fan with light kit. Install LED lamps in light kit.	Replace Centerbowl fixture with Fan/Light. Install LED lamps in light kit	1	NO alternates accepted
UPSTAIRS TOWER UP/DOWN EDGE	G	ETI	2' T8 LED TUBE 54105111 3' T8 LED TUBE 54130111 4' T8 LED TUBE 54108131	LED Linear Tube	Remove ballast and Install LED tubes. Replace all acrylic lens pieces for shielding with new.	x	Per pre-approved submission
HALLWAY LIGHTING	H	WAC	LM-K8811	12' Flex Rail Track system with surface mount transformer. Provide with 5 fixtures per 12' section. Install with GE LED MR16 lamp LED7XDMR16D83035	Remove Hallway Ceiling fixtures and install track. Install LED lamps as specified	3	Per pre-approved submission
HALLWAY CLOSET	I	ETI	54617141	11.5 Watt 830 Lumen fixture with Pull Chain	Install LED fixture in closet	1	Per pre-approved submission
BREAKFAST NOOK	J	ETI	54075101	22 Watt 1610 Lumen LED fixture	Replace existing fixtures	2	Per pre-approved submission
First Fiction Room CLOSET LIGHT	K	ETI	54261143	20 Watt 1800 Lumen LED Strip light	Replace existing fixture	1	Per pre-approved submission
First Fiction Room CEILING LIGHTS	L	METALUX	4BCLED-LD4-28SL-F-UNV-L830-CD1-U	29 Watt 2,800 Lumen surface wrap	Replace existing fixtures with new -2 fixtures per row	6	Per pre-approved submission

## ***EDYTHE L. DYER COMMUNITY LIBRARY***

First Fiction Room BOOK CASE LIGHTS	M-ALT	ETI	54194112	11 Watt 700 Lumen cabinet lights	Install on/off switch on book case end to control fixtures installed on top of book cases	12	Per pre-approved submission
CHILDRENS ROOM MAIN LIGHTING	N	COOPER	J2WL3L351DUNVACXXST12	Suspended Linear LED Frosted lens	Remove 4 suspended bowl fixtures and replace with 2-12' suspended linear LED. Add dimmer switch	2	NO alternates accepted
CHILDRENS ROOM CUBBY AREA	O	COOPER	4SNLED-LD4-49SL-LN-UNV- L835-CD1-U	Lensed LED strip light 4'	Remove 2 globe lights on beam. Replace with LED fixture hidden on back of beam.	3	NO alternates accepted
CHILDRENS ROOM WALL SCONCE	P	PHILIPS	EDGE BOW#G4967	White Glass Wall sconce	Replace existng Wall Sconce fixtures. Lamp with GE#11328	4	Per pre-approved submission
CHILDRENS ROOM EMERGENCY LIGHT	Q	COOPER	LEM	LED EMERGENCY LIGHT	REPLACE EBU UNIT WITH NEW	1	Per pre-approved submission
CHILDRENS ROOM OFFICE	R	COOPER	8300SP-2-0264D-3000K	23 Watt 20" Square Flushmount LED	Replace existing fixture	1	Per pre-approved submission
FRONT DESK CEILING LIGHTS	R1	COOPER	24CZ-LD4-40-UNV-L835-CD1U / SK-24-WS	CRUZE LED FIXTURE PROVIDE WITH SURFACE MOUNT KIT	Replace existing fixtures	6	NO alternates accepted
FRONT DESK LIGHTS ENTRY WAY	S	COOPER	SLD606830WH	12.5 Watt Flush mount LED retrofit	Replace existing fixtures	3	NO alternates accepted
OUTSIDE BOOK RETURN	T	RAB	VANLED52WY-WHITE/ PCS / VANLED RETROPLATE W	LED CANOPY LIGHT	Replace existing fixture	1	Per pre-approved submission
OUTSIDE ENTRY	U-ALT	RAB	ENTRA12/PC	LED ENTRY WAY LIGHT	Replace existing fixtures	0	Per pre-approved submission
OUTSIDE MOTION SENSOR LIGHTS	V	GE	LED12DP382W827	GE LED WEATHERPROOF FLOOD LAMP PAR 38	Relamp 2 existing fixtures with LED	4	Per pre-approved submission
BATHROOM AT FOOT OF STAIRS	W	GE	LED11DA19/827	GE LED 60 Watt Equivalent	Relamp fixture	2	NO alternates accepted
SECOND FICTION ROOM	X	GE	LED10DR303/827W	GE LED 65 Watt BR30 Equivalent	Relamp fixtures	16	NO alternates accepted
KITCHEN	Y	METALUX	FMLED20WH830PR	32 Watt 2300 Lumen Dimmable fixture. Surface Mount.	Replace existing fixtures	1	Per pre-approved submission
KITCHEN OVER SINK AND BY PANTRY	Z	COOPER	SLD606830WH	12.5 Watt Flush mount LED retrofit	Replace existing fixture	2	NO alternates accepted
LARGE PRINT ROOM	A1	COOPER	4SNLED-LD4-49SL-LN-UNV- L835-CD1-U	Lensed LED strip light 4'	Remove bowl fixture replace with LED	1	Per pre-approved submission
BIOGRAPHIES	B1	COOPER	4SNLED-LD4-49SL-LN-UNV- L835-CD1-U	Lensed LED strip light 4'	Remove bowl fixture replace with LED	1	Per pre-approved submission
BIOGRAPHIES HALL	C1	COOPER	4SNLED-LD4-49SL-LN-UNV- L835-CD1-U	Lensed LED strip light 4'	Remove bowl fixture replace with LED	1	Per pre-approved submission
REFERENCE ROOM MAGAZINES TRACK	D1	GE	LED10DR303/827W	GE LED 65 Watt BR30 Equivalent	Relamp fixtures	10	NO alternates accepted
REFERENCE ROOM MAGAZINES WALL	E1	GE	LED4DCAC-C/827 # 65654	GE LED Bent tip lamp	Relamp fixtures	8	NO alternates accepted
HALL BY DOWN STAIRS BATH	F1	ETI	54075101	22 Watt 1610 Lumen Surface Mount	Replace existing fixtures	2	Per pre-approved submission

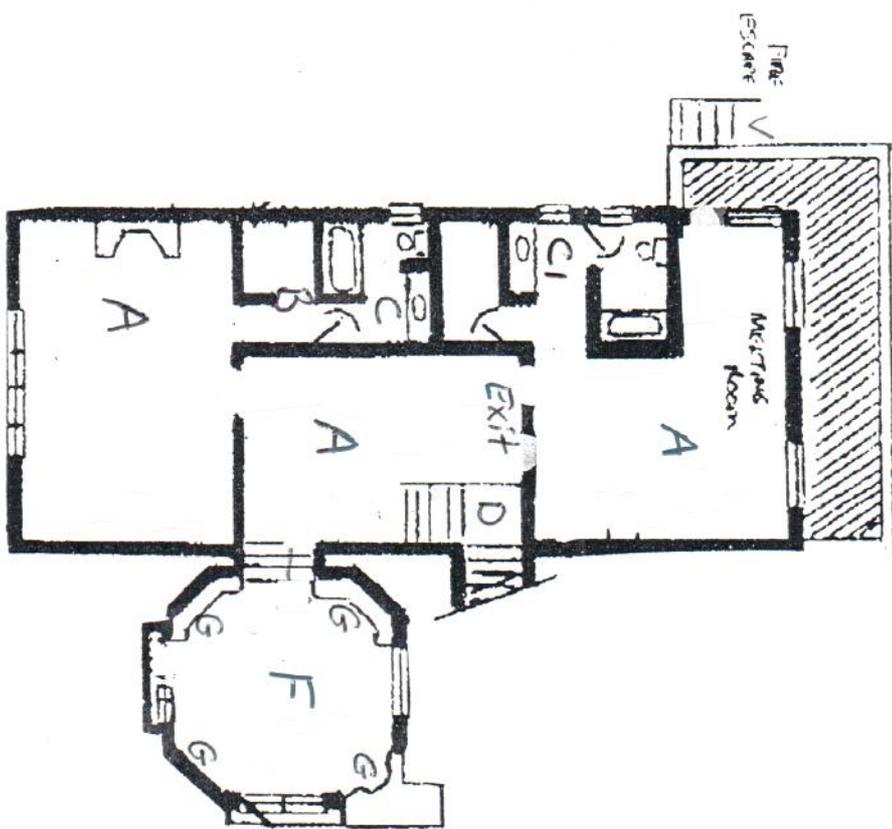
DYER COMMUNITY LIBRARY

HAMPDEN



DYER COMMUNITY LIBRARY

HAMPDEN





Maine Department of Environmental Protection

NON-COMPLIANCE/DISCHARGE INCIDENT REPORT

Facility: Town of Hampden, DPW Municipality: Town of Hampden, Maine

Date of Incident/Exceedence: Discovered December 17, 2015

Verbal Notification Date: 12/18/15 am To Whom: Matt Young

Caller: Sean Currier Phone #: 207-561-5704

Parameter/Pollutant Quantity and Concentration of Release/Exceedence (include test results):

Unknown quantity and concentration. Residential waste stream only.

Specific Location and Duration of Release/Exceedence:

Illicit connection discovered at 44 Sunrise Lane on December 17, 2015. It is my understanding that building occupancy took place in September of 2014.

Observed Environmental Effects:

None observed

Describe specifically what happened, when, and why (include all details, and use additional pages if needed, including maps, diagrams as necessary):

On Monday, December 14, 2015 HPW was conducting routine storm inspections and noticed a foul smell in a catch basin. We were able to find the resident of 44 Sunrise Lane home on December 17 and dye tested the sewer service from the property. It was confirmed that the sewer service is connected directly to the separated storm system in the street right of way. The house was built by a developer and to my knowledge, the sewer was connected without an inspection by the Town. The sewer has been connected since construction of the building on September 2014. There is a locating disc on the sewer connection and we have marked it. The contractor/developer was notified on December 21 and is currently digging up the service to rectify the issue on December 23, 2015.

Remedial Actions Taken and Times When Taken:

The contractor/developer was contacted on Dec 21, 2015 at 11:50am and notified of the cross connection. The HPW crew dispatched to site at 12:30 to locate the sewer service. The developer is rectifying the issue on December 23, 2015. The new connection will be inspected by HPW prior to backfill.

Specific Measures Needed to Prevent Recurrence:

The Town of Hampden is reviewing its permitting process and updating to provide a full permit process including inspection and documentation of new sewer installations.

Implementation Schedule:

<u>Action Item Description</u>	<u>Projected Completion Date</u>
Developer to rectify illicit connection (underway December 23, 2015)	December 24, 2015
Review permitting process and upgrade accordingly	asap

Prepared By: Sean Currier Date: 12/23/15

## Non-compliance/Discharge Incident Report Form

The Discharge Incident Report Form can be used by treatment facility personnel to notify the Department when any licensed parameter has been exceeded or when reporting combined sewer overflow related dry weather overflows (DWO's), bypasses, sanitary sewer overflows (SSO's), spills from facility premises to surface waters, or other incidents which violate license conditions as per Chapter 523 Rules regarding "Waste Discharge License Conditions." This form is not mandatory, but if you choose not to use it, be sure that the form or letter you do use includes all the information that this one does.

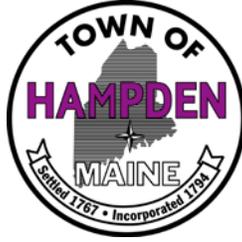
As per Chapter 523 "Waste Discharge License Conditions," the permittee shall report any non-compliance which may endanger health or the environment orally within 24 hours followed up by a written submission within 5 days of the time the permittee became aware of the circumstances. The following shall also be included as information which must be reported within 24 hours:

- any unanticipated bypass which exceeds any effluent limitation in the permit [including sanitary sewer overflows (SSO's) and dry weather overflows (DWO's) from CSO discharge points]
- any upset which exceeds any effluent limitation in the permit
- violation of a maximum daily discharge limitation for any of the pollutants listed by the Department in the permit

### Photo#1-location



**Town of Hampden**  
106 Western Avenue  
Hampden, Maine 04444



**Phone:** (207) 862-3034  
**Fax:** (207) 862-5067  
**Email:**  
townmanager@hampdenmaine.gov

TO: Town Council Infrastructure Committee

FROM: Angus Jennings, Town Manager

DATE: December 23, 2015

RE: Update on Sewer Rates

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As you'll recall from the December 7 meeting of the Finance Committee, the revenues generated from our sewer bills have fallen short of actual expenses for many years.

DPW Director Currier and I are working to prepare proposals for consideration by the Infrastructure Committee, and eventually by the Finance Committee and Town Council, to adjust rates in order to cover ongoing operations, repay funds borrowed from the General Fund over the years, and rebuild capital reserves in order to make necessary investments in our sewer infrastructure. As part of this work, we have been actively engaged with the City of Bangor to ensure that their invoices are appropriate based on the terms of our agreements, and to anticipate potential rate increases by the City of Bangor that would affect us. Recent correspondence regarding a potential Bangor rate increase of 5% is enclosed.

Find enclosed two spreadsheets representing budgeted costs and revenues from the Sewer Fund for FY11 to FY16. This illustrates that, on average, costs have exceeded receipts by approximately \$150,000 to \$200,000+ per year.

At Monday's meeting, Director Currier and I will present our work to date with the goal of advancing a process to evaluate and amend sewer rates.

Due to the quarterly billing cycle, and the 30-day lag time after Ordinance amendment before the amendment takes effect, it will be critical to establish a new fee structure no later than February 2016 in order to apply new rates to second quarter billing (April to June) in 2016. Although additional revenues would not be received until July and August 2016, and there are nearer-term cash flow challenges that still need to be resolved, this timeline will help the Sewer Fund get back on a sustainable financial plan.

	Budget 2010/2011	Expended 2010/2011	Budget 2011/2012	Expended 2011/2012	Budget 2012/2013	Expended 2012/2013	Budget 2013/2014	Expended 2013/2014	Budget 2014/2015	Expended 2014/2015 (6/17/15)	Budget 2015/2016	Expended 2015/2016
60 - SEWER												
10 - FUND 2												
01 - COMPENSATION	\$60,000.00	\$65,410.40	\$60,000.00	\$68,188.71	\$60,000.00	\$66,351.23	\$60,000.00	\$65,027.81	\$60,000.00	\$60,225.05	\$60,000.00	
05 - WAGES												
10 - SUPPLIES												
05 - POSTAGE/SHIPPING	\$6,000.00	\$5,887.93	\$6,000.00	\$6,225.98	\$6,000.00	\$5,745.63	\$6,000.00	\$4,955.63	\$6,000.00	\$6,338.95	\$6,000.00	
20 - SUPPLIES/MATERIALS	\$10,000.00	\$6,939.32	\$10,000.00	\$7,530.55	\$10,000.00	\$12,650.82	\$10,000.00	\$11,229.23	\$10,000.00	\$5,814.42	\$10,000.00	
99 - MISC	\$2,300.00	\$2,246.01	\$2,300.00	\$2,340.94	\$2,300.00	\$2,340.94	\$2,300.00	\$2,385.41	\$2,400.00	\$2,400.00	\$2,400.00	
	\$18,300.00	\$15,073.26	\$18,300.00	\$16,097.47	\$18,300.00	\$20,737.39	\$18,300.00	\$18,570.27	\$18,400.00	\$12,153.37	\$18,400.00	\$0.00
15 - UTILITIES												
10 - FUEL	\$36,000.00	\$39,867.02	\$36,000.00	\$31,329.18	\$40,000.00	\$35,219.15	\$40,000.00	\$33,990.45	\$42,000.00	\$40,557.67	\$42,000.00	\$0.00
	\$36,000.00	\$39,867.02	\$36,000.00	\$31,329.18	\$40,000.00	\$35,219.15	\$40,000.00	\$33,990.45	\$42,000.00	\$40,557.67	\$42,000.00	\$0.00
20 - MAINTENANCE/REPAIRS												
53 - Repair	\$12,000.00	\$5,687.00	\$12,000.00	\$6,028.89	\$12,000.00	\$10,560.31	\$12,000.00	\$10,322.65	\$12,000.00	\$0.00	\$12,000.00	\$0.00
	\$12,000.00	\$5,687.00	\$12,000.00	\$6,028.89	\$12,000.00	\$10,560.31	\$12,000.00	\$10,322.65	\$12,000.00	\$0.00	\$12,000.00	\$0.00
30 - PROFESSIONAL SERVICES												
40 - LIENS/TRANSFERS	\$2,800.00	\$2,730.00	\$2,800.00	\$2,314.00	\$2,900.00	\$3,081.00	\$3,500.00	\$3,651.00	\$4,000.00	\$3,877.00	\$4,000.00	\$0.00
	\$2,800.00	\$2,730.00	\$2,800.00	\$2,314.00	\$2,900.00	\$3,081.00	\$3,500.00	\$3,651.00	\$4,000.00	\$3,877.00	\$4,000.00	\$0.00
60 - SEWER EXPENSES												
02 - TREATMENT SERVICE CHARGE	\$175,000.00	\$180,744.90	\$185,000.00	\$231,854.42	\$185,000.00	\$189,940.44	\$185,000.00	\$122,634.00	\$185,000.00		\$185,000.00	
04 - MAIN PUMP STATION CONTRACT	\$38,000.00	\$37,986.42	\$39,000.00	\$39,161.26	\$40,000.00	\$40,372.44	\$41,000.00	\$41,621.08	\$42,000.00		\$42,000.00	
16 - BRINK/INT FMHA	\$442,000.00	\$441,505.43	\$431,000.00	\$430,641.47	\$425,000.00	\$429,578.45	\$419,000.00	\$418,830.20	\$344,000.00	\$321,138.60	\$387,000.00	
72 - SPECIAL PROJ	\$10,000.00	\$0.00	\$10,000.00	\$10,418.00	\$10,000.00	\$6,527.00	\$10,000.00	\$0.00	\$10,000.00		\$10,000.00	
	\$500.00	\$235.43	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$206.74	\$500.00		\$500.00	
74 - SEWER FLUSHER REPAIRS	\$665,500.00	\$660,472.18	\$665,500.00	\$712,075.15	\$660,500.00	\$656,418.33	\$655,500.00	\$583,292.02	\$581,500.00	\$321,138.60	\$625,500.00	\$0.00
	\$665,500.00	\$660,472.18	\$665,500.00	\$712,075.15	\$660,500.00	\$656,418.33	\$655,500.00	\$583,292.02	\$581,500.00	\$321,138.60	\$625,500.00	\$0.00
	\$794,600.00	\$789,239.86	\$794,600.00	\$836,033.40	\$793,700.00	\$792,367.41	\$789,300.00	\$714,854.20	\$717,900.00	\$432,951.69	\$761,900.00	\$0.00

Sewer Revenue Budget

Account	2010/2011 Budget	2010/2011 Received	2011/2012 Budget	2011/2012 Received	2012/2013 Budget	2012/2013 Received	2013/2014 Budget	2013/2014 Received	2014/2015 Budget	2014/2015 Received 6.16.2015	2015/2016 Budget	2015/2016 Received
60 - SEWER												
01 - SEWER BILLS	\$557,450.64	\$556,957.73	\$554,501.04	\$560,561.76	\$539,560.08	\$552,831.31	\$546,375.68	547368.11	\$546,133.04	562403.88		
03 - INTEREST ON SEWER BILLS	\$2,500.00	\$2,034.67	\$2,000.00	\$1,931.43	\$2,000.00	\$1,988.73	\$2,000.00	\$1,751.83	\$1,850.00	\$1,904.44		
05 - INTEREST/COSTS ON SEWER LIENS	\$6,000.00	\$7,442.59	\$6,000.00	\$6,254.46	\$7,500.00	\$7,843.11	\$8,000.00	\$8,403.53	\$8,500.00	\$9,744.35		
08 - ABATEMENTS	\$0.00	-\$1,461.68	\$0.00	-\$473.82	\$0.00	-\$1,039.48	\$0.00	-\$1,784.19	\$0.00	-\$14,000.43		
23 - INTEREST EARNED ON INVESTMENT	\$3,600.00	\$615.85	\$3,600.00	\$3,825.43	\$2,500.00	\$2,380.16	\$2,500.00	\$56.99	\$2,500.00	\$530.70		
79 - MISC SEWER INCOME	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00		
<b>Final Totals</b>	\$589,550.64	\$585,589.16	\$586,101.04	\$592,099.26	\$571,560.08	\$584,003.83	\$578,875.68	\$565,796.27	\$578,983.04	\$580,582.94		



Angus Jennings <townmanager@hampdenmaine.gov>

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## RE: Budget items

1 message

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**Rudzinski, Andy** <andy.rudzinski@bangormaine.gov>

Mon, Dec 14, 2015 at 12:57 PM

To: Angus Jennings <townmanager@hampdenmaine.gov>

Cc: Sean Currier <publicworks@hampdenmaine.gov>, "Cyr, Debbie" <debbie.cyr@bangormaine.gov>

Hi Angus-

I believe that would have to wait until FY2016, so July 1<sup>st</sup>. I've copied Deb Cyr to make sure.

Andy

**From:** Angus Jennings [mailto:[townmanager@hampdenmaine.gov](mailto:townmanager@hampdenmaine.gov)]

**Sent:** Monday, December 14, 2015 12:52 PM

**To:** Rudzinski, Andy <[andy.rudzinski@bangormaine.gov](mailto:andy.rudzinski@bangormaine.gov)>

**Cc:** Sean Currier <[publicworks@hampdenmaine.gov](mailto:publicworks@hampdenmaine.gov)>

**Subject:** Re: Budget items

Thanks Andy. Any idea the potential date of effect of any rate increases? We are reviewing our sewer rates and will be bringing forward proposed adjustments as early as next week so want to be sure we're taking this into account. Thanks again -

On Mon, Dec 14, 2015 at 12:32 PM, Rudzinski, Andy <[andy.rudzinski@bangormaine.gov](mailto:andy.rudzinski@bangormaine.gov)> wrote:

Gentlemen-

You have asked me to keep you in the loop regarding big, expensive projects at the WWTP, for your budget purposes.

Last week we received a first estimate for work to be done here from AECOM our engineers. The Biofilter media needs replacement, Dissolved Oxygen controls need to be replaced, and our in-house water supply needs some work done to the controls. The estimate provided is \$4,742,000. The work should go forward during the spring & summer. DO work this spring, biofilter during the summer. We are currently still negotiating final price and scope of work, but this gives us all something to go on.

Also, several folks have asked about any sewer rate increase we might anticipate. I am advised to tell you rates will increase, perhaps up to an estimated 5%.

Thanks to all and I hope this gets you some of the information needed-

Andy

Andrew Rudzinski, Director Water Quality Management

City of Bangor WWTP

760 Main St.

Bangor, Maine 04401

992-4477

[andy.rudzinski@bangormaine.gov](mailto:andy.rudzinski@bangormaine.gov)

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Angus Jennings  
*Town Manager*

*Town of Hampden*

*106 Western Avenue  
Hampden, ME 04444*

*(207)-862-3034*

*[townmanager@hampdenmaine.gov](mailto:townmanager@hampdenmaine.gov)*

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Angus Jennings <townmanager@hampdenmaine.gov>

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## Intersection Lights at Rt202/Western Ave in Hampden

1 message

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**Sean Currier** <publicworks@hampdenmaine.gov>  
To: "Allen, Andrew" <andrew.allen@maine.gov>  
Cc: Angus Jennings <townmanager@hampdenmaine.gov>

Fri, Sep 25, 2015 at 7:24 AM

Andy, Per our initial discussion, I have received a few more complaints about the intersection of Rt202 and Western Ave as it pertains to cycle times for the lights. During school traffic hours, there seems to be a substantial issue with the buses having to wait too long to get in to and out of the school. Also, the lights do not seem to properly detect traffic in the intersection at night. I had several requests that the light go to blinking red after 11pm and other requests to just have the light cycle properly with motion or pressure sensors. Is there something that can be done to rectify the sensing in the intersection and address the additional bus or school traffic at specific times? We would be happy to meet with you on this matter if it would help.

Thank you for your attention to this matter.

Sincerely,

Sean

---

Sean Currier  
Public Works Director  
Town of Hampden  
106 Western Avenue  
Hampden, ME 04444  
[\(207\)862-3337](tel:(207)862-3337)



Angus Jennings <townmanager@hampdenmaine.gov>

---

## Rt202/Western Ave signal

1 message

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**Sean Currier** <publicworks@hampdenmaine.gov>

Fri, Oct 9, 2015 at 1:40 PM

To: "Allen, Andrew" <andrew.allen@maine.gov>

Cc: Angus Jennings <townmanager@hampdenmaine.gov>

Andy, I had met with the bus company (Cyr) for Hampden School District and they would like to have the outgoing, left turn signal stay green longer from 2:00-2:30pm and from 3:00-3:30pm weekdays to allow buses time to leave out of the School drive at the intersection of Rt202/Western Ave. There seems to be insufficient stacking with two lanes on the outbound school drive preventing buses time to leave and to keep the vehicle traffic flowing as well. Would the revisions that DOT had planned on doing to this intersection accommodate this? When might the intersection work take place.

Thanks for any help and information you can provide.

Sean

---

Sean Currier  
Public Works Director  
Town of Hampden  
106 Western Avenue  
Hampden, ME 04444  
(207)862-3337



Angus Jennings <townmanager@hampdenmaine.gov>

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## Rt 202/ Rt 9 intersection traffic signal

1 message

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Sean Currier <publicworks@hampdenmaine.gov>

Tue, Dec 15, 2015 at 2:09 PM

To: "Allen, Andrew" <andrew.allen@maine.gov>

Cc: Angus Jennings <townmanager@hampdenmaine.gov>

Andrew, In our previous discussion, it was mentioned that the traffic signal detection was going to be rectified before inclement weather hits. Can you please get me an update as to the progress? I am receiving pressure from above (councilors, manager, residents etc.) to get this fixed asap.

Any info would be appreciated.

Thanks

Sean

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Sean Currier  
Public Works Director  
Town of Hampden  
106 Western Avenue  
Hampden, ME 04444  
[\(207\)862-3337](tel:(207)862-3337)



Angus Jennings <townmanager@hampdenmaine.gov>

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## Re: IMPORTANT: Rte 202/ Rte 9 intersection signaling

1 message

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Sean Currier <publicworks@hampdenmaine.gov>

Wed, Dec 23, 2015 at 12:45 PM

To: "Allen, Andrew" <Andrew.Allen@maine.gov>

Cc: Angus Jennings <townmanager@hampdenmaine.gov>, David Ryder <rydertowncouncil@hampdenmaine.gov>

Thank you for the update. If you could confirm at your earliest convenience, I would appreciate it. I assume the School District will not be happy with the timeframe due to the fact of traffic (buses, student traffic etc) being substantially backed up from 2pm to 4pm week days with detection not working and our previous conversation about the work being complete before winter. I assume the residents (or Hampden PD for that matter) will also not be happy with waiting at a light in the late evening with no other cars in sight. I'm sure you understand the concern from my perspective.

Respectfully,

Sean

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Sean Currier  
Public Works Director  
Town of Hampden  
106 Western Avenue  
Hampden, ME 04444  
(207)862-3337

On Wed, Dec 23, 2015 at 12:24 PM, Allen, Andrew <Andrew.Allen@maine.gov> wrote:

Hi Sean,

I have spoken with a couple people who believe that it is scheduled to be done this coming summer. I will see what else I can find out, but almost everyone is on vacation & Christmas holiday the rest of this week, so there is no guarantee I can confirm this before Monday.

It also sounds like they may do more than what we had talked about.

*Andrew Allen*

*Eastern Region, Traffic Department*

*941-4505*

**From:** Sean Currier [mailto:publicworks@hampdenmaine.gov]

**Sent:** Wednesday, December 23, 2015 12:00 PM  
**To:** Allen, Andrew  
**Cc:** Angus Jennings; David Ryder  
**Subject:** IMPORTANT: Rt 202/ Rt 9 intersection signaling

Andrew, It was my understanding that the signaling was going to be rectified at Rt202/9 well before now. The Town Manager is continually asking for a progress report from me and I am unable to provide it. We have a Council meeting Monday evening and this is a priority on the agenda. Can you **PLEASE** provide me with something.....I need an update to whatever has taken place or what will take place and when prior to Monday.

Thanks.

Sean

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Sean Currier  
Public Works Director  
Town of Hampden  
106 Western Avenue  
Hampden, ME 04444  
[\(207\)862-3337](tel:(207)862-3337)



# Penobscot Energy Recovery Company

P.O. Box 160 • 29 Industrial Way  
Orrington, Maine 04474  
(207) 825 - 4566

ESOCO ORRINGTON, LLC.  
Plant Operator

## MEMORANDUM

FROM: John Noer *John*  
TO: Penobscot Energy Recovery Company Municipal Customers  
RE: PERC Post-2018 Final Solid Waste Agreement and Schedule A  
DATE: December 14, 2015

\*\*\*\*\*

In preparation for the expiration of your current contract for municipal solid waste disposal in 2018, are working hard to give you new options that offer your community proven waste solutions with long-term price stability, flexibility, local control and transparency. We at PERC wish to continue our longstanding relationship with your community. The PERC facility is permitted, fully compliant with all environmental regulations and, based on a recent report from HDR Engineering, Inc., is in very good condition and can operate effectively for at least the next 20 years.

We are pleased to be able to offer you two different but complementary plans:

1. *PERC Standard Option:* An agreement to send your non-recycled municipal solid waste to PERC at specified tipping fees, similar to what you have now but with some important improvements, such as no guaranteed annual tonnage.
2. *Pay-as-You Throw Option:* As a complement to the PERC standard option, an exciting new pay-as-you-throw (PAYT) option in cooperation with WasteZero, where all of your waste disposal costs – including tipping fees – could be paid through the sale of bags. We are committed to increasing recycling and material recovery in Maine and have developed this option to help you increase recycling and reduce the amount you pay to dispose of trash. The PAYT option represents a new path forward in terms of taking waste disposal costs out of your budget and improving your existing recycling rates.

We want to meet with you, either individually or as part of a regional meeting, to go over these options in more detail and address any questions or concerns you may have. **We will contract you directly to schedule a meeting; in the meantime, please contact Rod Carr who is assisting us locally at (207) 622-6924 or Tamara Haley at (612) 284-3380 or [thaley@usaegroup.com](mailto:thaley@usaegroup.com) for questions or to set up a meeting.**

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### PERC STANDARD OPTION

A few months ago we asked for your comments on a draft agreement. Based on the feedback we received, we've made a few minor changes to the agreement to provide clarity. These changes are listed in a separate memo in front of the attached contract.

Here are some of the Post-2018 contract highlights:

- **LONG-TERM, FIXED PRICE AGREEMENTS** The tipping fees are \$84.36 per ton for a 15-year agreement; \$89.57 for a 10-year agreement. There will be no increases over the term of the agreement other than standard increases based on the Consumer Price Index (CPI).

- **NO GUARANTEED ANNUAL TONNAGE (GAT)** The new agreement is “term-based” as opposed to “tonnage-based,” and takes into account changing market conditions and improved recycling efforts by removing the municipal commitment to a guaranteed tonnage requirement.
  - **LOCAL CONTROL** You retain control over how trash is collected in your community and how it is transported to the PERC facility, and you can tailor waste disposal and recycling programs to meet the needs of your community without needing to obtain outside approval.
  - **GUARANTEED BACK-UP DISPOSAL** Similar to what is in place today, we have back-up disposal agreements in place in the unlikely event that PERC should not be operational for any reason what-so-ever.
- 

## WASTEZERO PAYT OPTION

PERC is committed to increasing recycling across its service area, and we are eliminating the GAT to help you do that. Our facility offers a world-class disposal option, but we only want you to pay to dispose of things that can not otherwise be reduced, reused or recycled. That’s why we are excited to join forces with WasteZero, a national leader in municipal waste reduction, to develop pay-as-you-throw (PAYT) program alternatives for non-recyclable MSW. These alternatives will make it even easier for you to reduce trash and save money.

The advantages of these alternatives are significant:

- **STRONG LOCAL CONTROL** You decide what costs are built into the sale of bags, everything from tipping fees to transportation, to recycling. Additionally, agreements can be structured to generate revenue through program rebates, but again this is up to your community to decide.
- **REDUCE SOLID WASTE** WasteZero’s PAYT programs cut solid waste tonnage by an average of 44%. Because residents pay on a per-bag basis, there is incentive to reduce MSW and increase recycling.
- **MOVE TRASH TO UTILITY PRICING** WasteZero’s PAYT Programs allow municipalities to charge residents fairly for trash services – just like electricity and water. This allows communities to first reduce costs (by reducing tonnage) and then remove the remainder from your city or town budget to whatever extent you feel is appropriate.

As with the PERC standard agreement, WasteZero PAYT options offer you local control, flexibility and the added protection of back-up disposal agreements. Enclosed is additional information from WasteZero about the services they can offer your town and the effectiveness of their programs.

We urge you to carefully consider not only our two waste disposal options, but any other proposals that are put before you. Compare all of them. Ask lots of questions. Determine what will work best for you because decisions you make in the next few months will have implications for your community and its taxpayers for many years to come.

We want to work with you to find solutions to your solid waste needs and not be just another vendor selling something to your town. The options we have put before you reflect that, and we look forward to meeting with you to discuss them. **Again, we will contract you directly to schedule a meeting; in the meantime, please contact Rod Carr who is assisting us locally at (207) 622-6924 or Tamara Haley at (612) 284-3380 or [thaley@usaegroup.com](mailto:thaley@usaegroup.com) for questions or to set up a meeting.**

We hope to hear from you soon.

### WASTE DISPOSAL COMPARISON CHART

What is important to you?	PERC Offering	With WasteZero PAYT	Other Plans
A permitted, fully compliant facility	✓		?
Predictable operating costs	✓		?
Proven technology	✓		?
Long-term, fixed price agreements	✓		?
Strong local control and flexibility	✓		?
No annual tonnage requirements	✓		?
Guaranteed back-up disposal	✓		?
No debt commitment	✓		?
No general obligation for local taxpayers	✓		?
Achieve municipal recycling goals		✓	?
Reduced solid waste disposal		✓	?
Fund all or part of solid waste expenditures, including tipping fees and collection		✓	?



# WasteZero Trash Metering™

“

Gloucester’s Pay-As-You-Throw trash program is being credited with having kept more than 2,300 tons of rubbish out of the incinerator in 2009, while boosting recycling by 360 tons. The implementation of this program has already exceeded our expectations.”

From “30% savings on city trash in first year.”  
GloucesterTimes.com, March 7, 2010  
WasteZero customer since 2009

WasteZero Trash Metering™ programs offer more services, supplies—and results—than traditional PAYT programs.

Across the country, pay-as-you-throw (PAYT) programs have gained momentum and popularity as municipalities recognize the growing challenges they face with the increasing quantity of their municipal solid waste—and where to put it. As landfills fill up and close, as tipping fees increase, and as incinerator popularity wanes, residents are taking more responsibility for the cost of their garbage. PAYT programs, where residents use designated bags or tags and are charged based on the amount of trash they throw away, make sense—the less trash thrown out, the less the resident pays.

But traditional PAYT programs are not without drawbacks. Enter WasteZero Trash Metering.

### Traditional Pay-As-You-Throw vs. WasteZero Trash Metering

Traditional PAYT has been described as the cheapest, most effective, and most flexible option for increasing recycling, composting, and source reduction.<sup>1</sup>

But why do only about 26% of US communities adopt PAYT?

Program Type	Benefits	WasteZero Trash Metering	PAYT
Traditional PAYT Programs	Help reduce trash	✓	✓
WasteZero Trash Metering™ Programs	Implement easily and quickly	✓	
	Easily understood by residents	✓	
	Manufacture, customize, distribute, warehouse, and inventory its own plastic trash bags—right here in the US	✓	
	Are turnkey	✓	
	Offer program design	✓	
	Make annual pricing recommendations	✓	
	Plan program launch	✓	
	Spearhead communication (print, web, press)	✓	
	Offer Retail Store Distribution™ (of WasteZero Trash Metering bags), including: <ul style="list-style-type: none"> <li>• Account receivable collections</li> <li>• Logistics</li> <li>• Inventory monitoring and controls</li> </ul>	✓	
	Provide accounting and reporting for program revenues and costs	✓	
Reduce municipal solid waste tonnage by 44% and more	✓		

WasteZero reduces a community’s solid waste going into landfills by 44%.  
At \$50 to \$100 a ton for tipping fees, what would that mean to your community?

<sup>1</sup> Skumatz L. Recycling incentives. Resource Recycling. 2011; March:19

“

Concord, NH, saw its solid waste volume decrease nearly 50% and recycling increase 75% within three months of implementing PAYT—to the tune of a \$528,000 savings per year in reduced disposal costs for the city.”

Huffington Post  
 “Help tame my trash,” April 15, 2010

### WasteZero Delivers Resident-Friendly Implementation



- 1 Ninety days in advance, the program is introduced to residents via web, print, and press.
- 2 Customized bags featuring the town’s municipal seal are produced for resident use.
- 3 WasteZero stocks the municipality’s bags for easy access by residents in supermarkets across town.
- 4 The program goes live. From there, trash is being “metered” using WasteZero Trash Metering bags.
  - Recycling is collected in city-provided bins or totes (or at transfer station).
  - Trash is collected (or accepted at transfer stations) only in municipality’s approved bags.

“

Maybe it’s the wallet talking or maybe the switch raised everyone’s awareness but the move by Marshfield to a Pay-As-You-Throw trash program has had a remarkable effect on the town’s budget and the environment.”

Debbie Sullivan  
 Recycling Coordinator, Marshfield, MA  
 WasteZero customer since 2010

### WasteZero Trash Metering Results

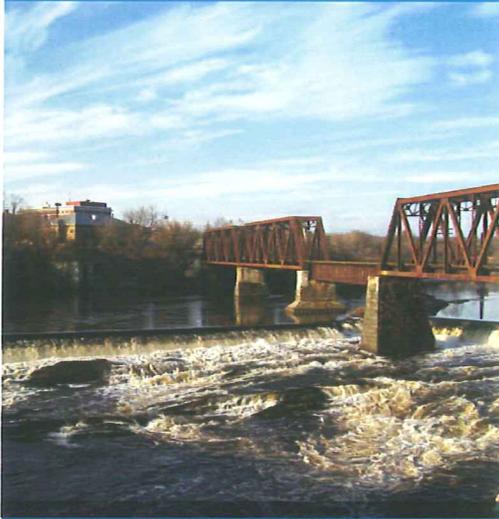
<b>Within 30-60 Days</b>	<ul style="list-style-type: none"> <li>✓ Trash tonnage to landfills and incinerators is reduced by 30% to 50%.<sup>1</sup></li> <li>✓ Recycling rates increase as landfill/incinerator tonnage decreases.</li> <li>✓ The program is operating smoothly with 99%+ compliance.</li> </ul>	<b>Over Time</b>	<ul style="list-style-type: none"> <li>✓ Tonnage can be reduced by an additional 10% to 30%<sup>1</sup>, saving even more in landfill- and incinerator-related expenses.</li> <li>✓ Recycling revenues rise as more material is diverted.</li> <li>✓ Residents become increasingly satisfied as they understand the benefits of the program.</li> </ul>
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<sup>1</sup> Assuming municipality has no managed waste reduction program at inception.

#### About WasteZero

WasteZero is the nation’s leading provider of proven and practical waste reduction programs. We partner with municipalities throughout the US to develop innovative programs and services that reduce the amount of waste deposited into landfills and burned in incinerators, increase recycling, and generate savings and revenue. With more than 850 municipal partners—more than any other company in the US—WasteZero provides best-in-class services that include WasteZero Trash Metering™ programs and Pay-As-You-Throw conversion programs proven to reduce solid waste 44% annually on average.

WasteZero manufactures 99% of the supplies that support our programs, including customized plastic trash bags made in the US with the industry’s state-of-the-art technology. Our Retail Store Distribution Program™ offers trash bag warehousing, inventory management, accounting and reporting, and more. WasteZero has offices in Cambridge, MA, Raleigh, NC, Murrells Inlet, SC and Chicago, IL. For more information, please visit [www.wastezero.com](http://www.wastezero.com) or call 800-866-3954. Find out more at [www.wastezero.com](http://www.wastezero.com)



# USING PAY-AS-YOU-THROW TO BRING CURBSIDE RECYCLING

When the city of Waterville, Maine, began PAYT, it chose to use some of the proceeds of the program to fund a curbside single-stream recycling system that residents had been clamoring for.

At the six-month mark, the program was exceeding all of its waste reduction and financial targets.

**IN THE PROGRAM'S FIRST SIX MONTHS, THE CITY SAW:**

53%

decrease in solid waste tonnage

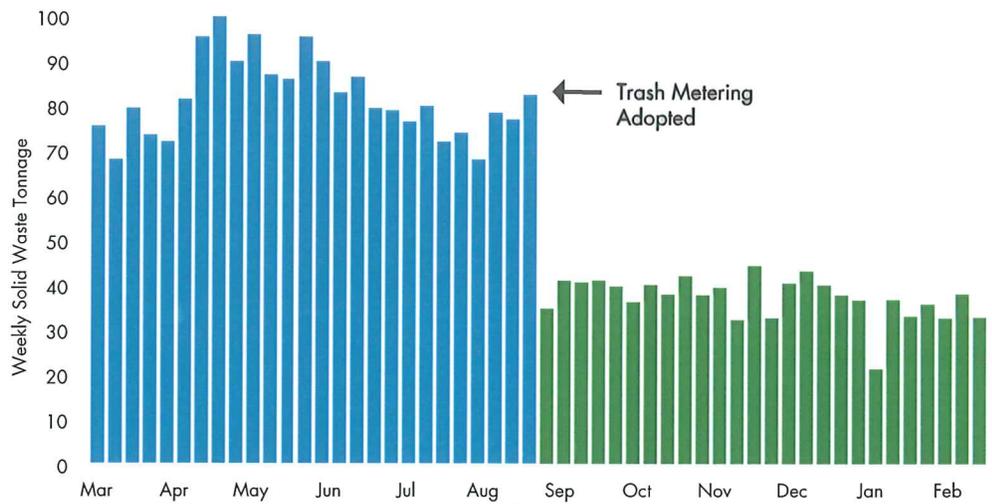
\$78,000

in disposal savings

1,075

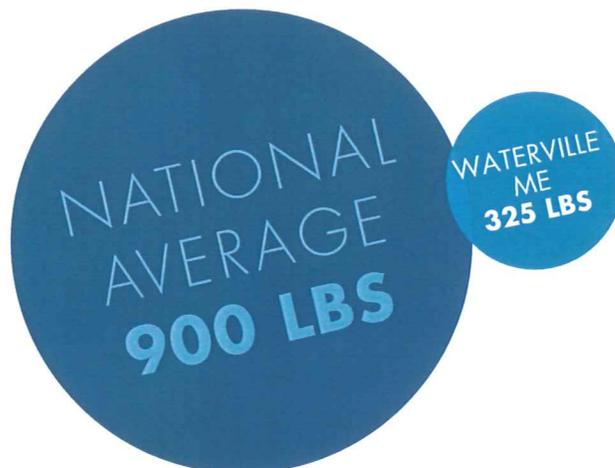
tons of solid waste diverted

## WATERVILLE ME WEEKLY SOLID WASTE TONNAGE



Source: Waterville Department of Public Works

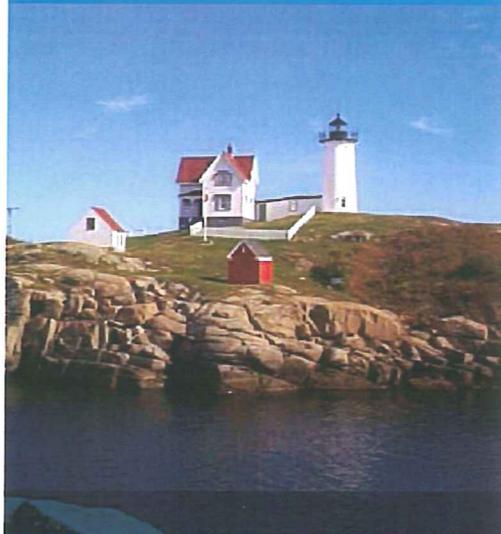
## ANNUAL POUNDS OF TRASH PER CAPITA



16,000  
POPULATION

\$33,000  
MEDIAN INCOME/HOUSEHOLD

**BAG-BASED PAYT WITH CURBSIDE TRASH & SINGLE-STREAM RECYCLING COLLECTION**



# 57% TRASH REDUCTION- IN JUST FOUR SHORT MONTHS!

The small town of Eliot, ME decided to find a way to reduce the tax burden on residents. To address these efforts, in early September, 2013, the Town kicked off its WasteZero PAYT program.

In four short months, the amount of trash generated dropped by more than half, and the Town saved close to \$9,000, putting them on a path to exceed their projected first-year savings.

## IN THE PROGRAM'S FIRST FOUR MONTHS

Trash volume dropped

**57%**  
(from 268 tons  
to 116 tons)

The Town saved

**\$8,589**

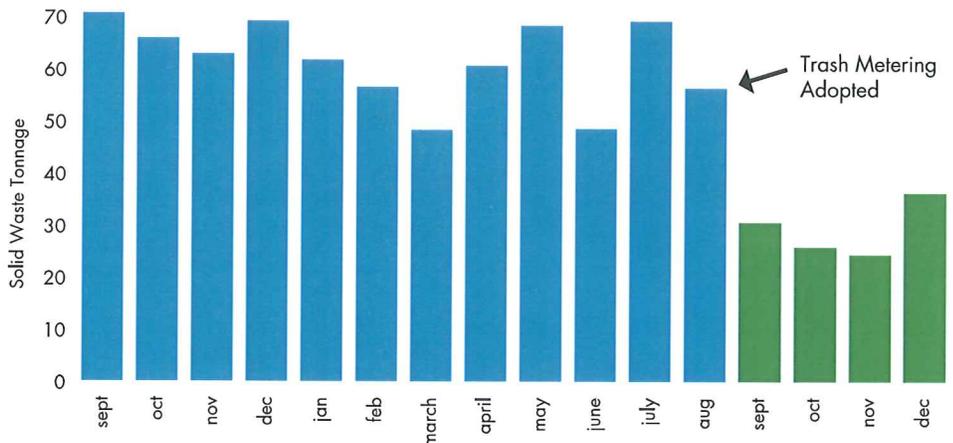
(decreasing their  
incineration expenditure  
from \$15,236 to  
\$6,647)

**6,200**  
POPULATION

**\$75,000**  
MEDIAN INCOME/HOUSEHOLD

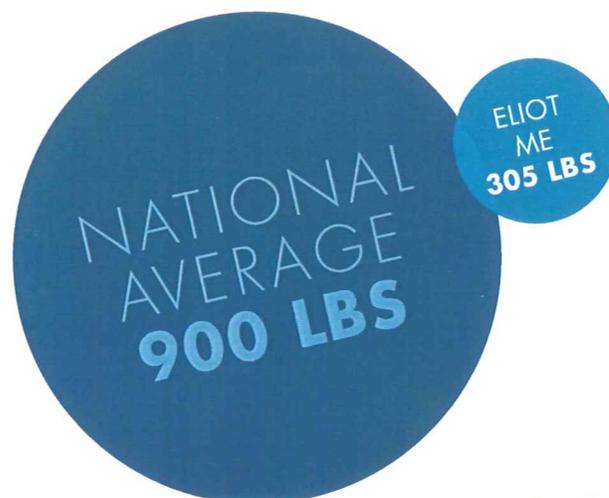
BAG-BASED PAYT AT THE  
DROP-OFF CENTER

ELIOT, ME. SOLID WASTE TONNAGE, Sept. 2012 - Dec. 2013



Source: Eliot Department of Public Works

## ANNUAL POUNDS OF TRASH PER CAPITA



KAMINSKI LAW OFFICE, PLLC  
TOWN CENTER OFFICE PLAZA  
3535 PLYMOUTH BOULEVARD  
SUITE 211  
PLYMOUTH, MINNESOTA 55447

TO: John Noer  
FROM: Stephen Kaminski  
DATE: December 14, 2015  
SUBJECT: Changes to Waste Disposal Agreement

Attached is the revised Waste Disposal Agreement that should be delivered to the municipalities. I have made several small changes that should be highlighted to each of the municipalities as follows:

1. Due to the positive feedback we have received from various municipalities, I have changed Section 5 so as to delete the requirement that PERC receives commitments for a minimum amount of solid waste from the municipalities.

2. I added the contact information for Penobscot Energy Recovery Company, Limited Partnership in Section 9(a).

3. In Schedule A, I have changed Section 2 so that the municipalities know that PERC is guaranteeing the Tipping Fee through June 30, 2016.

4. In Schedule A, I changed the beginning of Section 3(a) to more clearly state that the amount of the "Estimated Tonnage" that is provided by the municipality is just an approximation and that this "Estimated Tonnage" is NOT a guarantee, in any way, as to the amount of solid waste that the municipality will deliver to the PERC facility.

5. In Schedule A, I have changed Section 4 so as to delete the provision allowing the tipping fee to be increased due to a change in law.

Other than the changes listed above, no other changes have been made to the Waste Disposal Agreement.

Let me know if you have any questions.

Stephen

## WASTE DISPOSAL AGREEMENT

**THIS WASTE DISPOSAL AGREEMENT** is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2015, by and between PENOBSCOT ENERGY RECOVERY COMPANY, LIMITED PARTNERSHIP, a Maine limited partnership, and \_\_\_\_\_, a \_\_\_\_\_.

### RECITALS:

WHEREAS, the Municipality needs a comprehensive, environmentally sound, reliable, long-term management strategy for handling the present and projected volumes of non-hazardous Solid Waste generated within the Municipality;

WHEREAS, it is the policy of the State of Maine, as directed through the State of Maine's adoption of the Solid Waste Hierarchy, to reduce the volume of Solid Waste going into landfills, to recycle Solid Waste whenever possible, and to maximize resource recovery;

WHEREAS, improved waste management within the region of which the Municipality is a part will serve the goals of (1) recovering energy from waste; (2) reducing the indiscriminate disposal of waste; (3) coordinating Solid Waste management among political subdivisions; and (4) developing and maintaining financially secure waste facilities;

WHEREAS, the State of Maine requires that each municipality provide for the disposal of domestic and commercial non-hazardous Solid Waste generated within such municipality;

WHEREAS, Solid Waste issues present communities with serious long-term financial, management, governmental and technical problems in the disposal of Solid Waste;

WHEREAS, the effective management of Solid Waste is crucial to the continued financial well-being of the Municipality and the region of which it is a part;

WHEREAS, PERC owns and operates the PERC Facility that recovers certain recyclable materials and otherwise converts Solid Waste into energy in the Town of Orrington, Penobscot County, Maine;

WHEREAS, the Municipality is willing to commit to delivering to PERC and the PERC Facility the Solid Waste generated within the Municipality so as to assure the ongoing supply of Solid Waste to the PERC Facility for a fixed period of time as defined below; and

WHEREAS, this Agreement will only become effective upon the satisfaction of certain requirements as provided in Section 5 below.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises of the parties hereto, and the mutual benefits to be gained by the performance hereof, the parties hereto agree as follows:

1.) Definitions. The terms defined in this Section 1 (except as may be otherwise expressly provided in this Agreement or unless the context otherwise requires) shall, for all purposes of this Agreement, have the following respective meanings:

(a) Acceptable Waste. The term "Acceptable Waste" shall mean all combustible Solid Waste that the Municipality shall deliver, or cause to be delivered, to the PERC Facility for disposal as may be limited by federal, state, and local laws, ordinances, permits, regulations, approvals and restrictions as they may apply to the receiving facility except for the following:

- (1) demolition or construction debris from building and roadway projects or locations;
- (2) liquid wastes or sludges;
- (3) abandoned or junk vehicles;
- (4) Unacceptable Waste;
- (5) dead animals or portions thereof or other pathological wastes;
- (6) water treatment facility residues;
- (7) tree stumps;
- (8) tannery sludge;
- (9) waste oil;
- (10) discarded white goods such as freezers, refrigerators, washing machines, etc.;
- (11) electronic waste including, without limitation, television sets, computers, computer monitors, and computer accessories) all as determined by PERC from time-to-time;
- (12) Acceptable Waste that, in the reasonable judgment of PERC and based solely upon a visual inspection of the Acceptable Waste, has a BTU content of less than four thousand (4,000) BTUs per pound unless the Acceptable Waste fails to meet the aforementioned BTU minimum requirement solely because of the moisture content of such Acceptable Waste and such moisture content is due primarily to abnormally wet weather conditions; or

(13) Waste which, in the reasonable judgment of PERC and based upon a visual inspection at the time of deliver, could, if processed, result in (a) damage to the PERC Facility, (b) the interruption of normal operations of the PERC Facility, or (c) PERC incurring extraordinary processing or maintenance costs.

(b) Municipality. The term “Municipality” shall mean \_\_\_\_\_.

(c) PERC. The term “PERC” shall mean Penobscot Energy Recovery Company, Limited Partnership, a Maine limited partnership.

(d) PERC Facility. The term “PERC Facility” shall mean that certain waste-to-energy facility owned by PERC and located on Industrial Way in Orrington, Maine.

(e) Solid Waste. The term “Solid Waste” shall mean non-hazardous solid materials with insufficient liquid content to be free-flowing which are of no value to the immediate source from which they emanate as evidenced by their disposal, discard, or abandonment without consideration in return including, but not limited to, ordinary household, municipal, institutional, and commercial wastes, all as may be defined or limited by applicable federal, state and local laws, ordinances, permits, regulations, licenses, approvals, and restrictions.

(f) Solid Waste Hierarchy. The term “Solid Waste Hierarchy” shall mean the enunciated state government priorities with respect to the generation and disposal of solid waste within the State of Maine as set forth in 38 M.R.S. §1302 or any successor thereto.

(g) Term. The term “Term” shall have the meaning specified in Section 6.

(h) Tipping Fee. The term “Tipping Fee” shall have the meaning specified in Section 3(c) below.

(i) Transportation Vehicles. The term “Transportation Vehicles” shall mean motorized vehicles necessary for the Municipality to transport (or cause to be transported) the Acceptable Waste to the PERC Facility including, without limitation, tractors, trailers, and “packer” trucks (front load and rear load), all of which must be self-unloading.

(j) Unacceptable Waste. The term “Unacceptable Waste” shall mean all Solid Waste that is not Acceptable Waste including, without limitation, (a) any material that by reason of its composition, characteristics or quantity is ineligible for disposal at the facility in question pursuant to any applicable federal, state or local laws, rules, regulations, or permits; (b) hazardous, toxic, radioactive, hospital or laboratory wastes or substances; or (c) any other material that the receiving party reasonably concludes would require special handling outside the normal course or presents an endangerment to its facility, the public health or safety, or the environment.

2.) Representations and Warranties. Each party hereto represents and warrants to the others that:

- (a) it is duly organized, validly existing, and qualified to do business and is in good standing in every jurisdiction in which this Agreement requires its performance;
- (b) it has full power and authority to execute, deliver and perform its obligations under this Agreement;
- (c) the execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action by such party;
- (d) the execution and delivery of this Agreement by such party and the performance of the terms, covenants and conditions contained herein will not violate the articles of incorporation or by-laws (or other constituent documents) of such party, or any order of a court or arbitrator, and will not conflict with and will not constitute a material breach of, or default under, the provisions of any material contract by which such party is bound;
- (e) it and any subcontractors have all necessary permits, licenses and other forms of documentation, and its personnel have received all necessary training including, but not limited to, health and safety training, required to perform its respective obligations hereunder; and
- (f) These warranties shall survive the expiration or earlier termination of this Agreement.

3.) Municipality Delivery Obligations. During the Term, the Municipality agrees to the following:

- (a) The Municipality shall deliver all Acceptable Waste that is generated within the Municipality to the PERC Facility. The Municipality further agrees that it will not deliver Acceptable Waste collected by the Municipality to any landfill, or other solid waste disposal facility, except in instances where it first obtains prior written consent from PERC to do so. Furthermore, in the event that the Municipality uses a transfer station (or any other type of unloading, loading or transloading facility), Municipality acknowledges that Municipality is obligated to ensure that any Solid Waste delivered to such transfer station shall be delivered to the PERC Facility. The Municipality agrees to use its best efforts to avoid delivering any Unacceptable Waste to the PERC Facility and shall not knowingly mix any Unacceptable Waste with Acceptable Waste.
- (b) The Municipality acknowledges and agrees that the Municipality (or a hauler or other designated representative hired by the Municipality) may be denied entrance to the PERC Facility (or to a transfer station serving the PERC Facility) by PERC if Solid Waste is delivered at any time other than the PERC Facility's (or transfer station's) standard receiving hours or if the Municipality has not paid the Tipping Fee, or if PERC has a reasonable basis to believe that a vehicle contains Unacceptable Waste.
- (c) The Municipality shall (1) deliver to the PERC Facility the estimated tonnage of Solid Waste; and (2) pay to PERC the tipping fee (the "Tipping Fee") for each ton of

Solid Waste delivered by the Municipality to the PERC Facility as described on Schedule A which is attached hereto and incorporated herein by reference.

4.) PERC's Obligations. During the Term, PERC agrees to the following:

(a) PERC will accept all of the Acceptable Waste delivered by the Municipality to the PERC Facility.

(b) That PERC currently has, and shall have throughout the Term, the ability and capacity to accept the Acceptable Waste.

(c) Deliveries by the Municipality to the PERC Facility of the Acceptable Waste shall be recorded separately. Unless otherwise agreed to by the parties hereto, each incoming Transportation Vehicle shall be labeled with a unique vehicle number and hauler code. Each incoming Transportation Vehicle shall be individually weighed at the time of arrival at the PERC Facility to determine the incoming Transportation Vehicle's gross truck weight. After being unloaded, but prior to departing from the PERC Facility, the incoming Transportation Vehicle shall be weighed empty at the PERC Facility to determine its tare weight (to the nearest hundredth of a ton).

(d) A multi-part weigh ticket shall be produced for each such incoming Transportation Vehicle which weigh ticket shall show (1) the incoming Transportation Vehicle's tare and gross truck weights, (2) the number of tons of Acceptable Waste being delivered to the PERC Facility by the incoming Transportation Vehicle (to the nearest hundredth of a ton), (3) the time of the delivery, and (4) the incoming Transportation Vehicle's vehicle identification number. The weigh ticket shall be signed by PERC's scale house operator and the driver of the incoming Transportation Vehicle. PERC and the driver shall each receive a copy of the weigh ticket.

(e) PERC shall retain all weigh tickets for a period of not less than three (3) years. The weight record shall be used by PERC as the basis for invoicing the Municipality. The Municipality shall have the right to inspect PERC's weight records of Acceptable Waste deliveries upon reasonable written request. Such inspections shall be conducted during business hours in such a manner as to not unreasonably interfere with PERC's business operations.

(f) PERC shall submit a weekly invoice to the Municipality indicating (i) the number of tons of Acceptable Waste disposed of at the PERC Facility during the prior month; and (ii) the fees due therefor pursuant to Section 3. All such invoices shall be due and payable by the Municipality within thirty (30) days from the date of the invoice.

5.) Necessity of Delivery Obligations. Both the Municipality and PERC acknowledge and agree that this Agreement is being signed so that (a) the Municipality can be assured of continuing the Municipality's comprehensive and environmentally sound disposal of its non-hazardous Solid Waste generated within the Municipality; and (b) PERC can be assured of a steady supply of Solid Waste from the Municipality to the PERC Facility for a fixed period.

After signing this Agreement, both the Municipality and PERC acknowledge and agree that PERC needs to receive commitments for the delivery and receipt of Acceptable Solid Waste from other municipalities and private businesses so as to assure the continued operation of the PERC Facility.

6.) Term. The Term of this Agreement shall begin on April 1, 2018 and shall expire on the date specified in Schedule A (including any renewals thereof as provided in Schedule A) unless earlier terminated as provided herein (the "Term").

7.) Termination. The parties hereto acknowledge and agree that this Agreement shall terminate as follows:

(a) Except as provide in Schedule A (relating to the automatic renewal of the Agreement), upon the expiration of the Term; or

(b) Upon mutual written agreement of the Municipality and PERC; or

(c) By either party by providing written notice to the other party if the other party commits a material breach of this Agreement, and the breach is not cured within sixty (60) days after receipt of written notice from the party not in breach, stating the nature of the breach; or

(d) In the event of a "Deemed Termination" by the Municipality as that term is defined in Schedule A; or

(e) By either party, in the event that PERC does not receive written commitments for the delivery of Solid Waste as provided in Section 5 above; or

(f) By either party by providing written notice to the other party in the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against the other party, or the appointment with or without such other party's consent of an assignee for the benefit of creditors or of a receiver for such other party, or the going into liquidation voluntarily or otherwise for the making of a composition with creditors of such other party.

8.) Indemnification. PERC agrees to indemnify, defend and hold harmless the Municipality and its managers, employees and agents, and the Municipality agrees to indemnify, defend and hold harmless PERC and its directors, officers, owners, managers, employees and agents, from and against all loss, liability, damage and expense (including attorneys' fees and expenses incurred in enforcing this indemnification), arising out of or relating to (i) any breach by an indemnifying party of this Agreement, (ii) any negligent or willful act or omission of an indemnifying party, or (iii) any violation by an indemnifying party of applicable laws, regulations, permits or licenses. The indemnifying party shall be entitled to control (at its sole expense) the defense of any claim, action, suit or proceeding giving rise to an obligation of such indemnifying party to provide indemnification under this Section 8; provided, however, that no settlement thereof may be entered into without the written consent of the indemnifying party and the indemnified party, which consent shall not be unreasonably withheld, delayed or conditioned.

9.) Miscellaneous.

(a) Notices. All notices to be given under this Agreement shall be in writing and delivered personally, or shall be mailed by U.S. Express, registered or certified mail, return receipt requested or an overnight service with receipt as follows:

PERC                      Penobscot Energy Recovery Company, Limited Partnership  
                                 29 Industrial Way  
                                 Orrington, Maine 04474  
                                 Attn: John Noer

The Municipality \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(b) Governing Law. This Agreement and any issues arising hereunder or relating hereto shall be governed by and construed in accordance with the laws of the State of Maine except for conflicts of laws provisions that would apply the substantive law of another state.

(c) Venue. The parties hereto agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state and federal courts having jurisdiction over the parties hereto.

(d) Limitation of Liability. Neither party shall be liable to the other for special, incidental, exemplary, punitive or consequential damages including without limitation loss of use, loss of profits or revenues, or cost of substitute or re-performed services, suffered, asserted or alleged by either party or any third party arising from or relating to this Agreement, regardless of whether those damages are claimed under contract, warranty, indemnity, tort or any other theory at law or in equity.

(e) Disclaimer of Joint Venture, Partnership, and Agency. This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the parties or to impose any partnership obligation or liability upon either party. Neither party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other party.

(f) Force Majeure.

(1) "Force Majeure" shall mean any act, event or condition materially and adversely affecting the ability of a party to perform or comply with any material obligation, duty or agreement required under this Agreement, if such act, event, or condition is beyond the reasonable control of the nonperforming party or its agents relying thereon, is not the result of the willful or negligent action, inaction or fault of the party relying thereon,

and the nonperforming party has been unable to avoid or overcome the act, event or condition by the exercise of due diligence, including, without limitation: (i) an act of God, epidemic, landslide, lightning, earthquake, fire, explosion, storm, flood or similar occurrence; (ii) an act of public enemy, war, blockage, insurrection, riot, general unrest or restraint of government and people, civil disturbance or disobedience, sabotage, act of terrorism or similar occurrence; (iii) a strike, work slowdown, or similar industrial or labor action; (iv) an order or judgment (including without limitation a temporary restraining order, temporary injunction, preliminary injunction, permanent injunction, or cease and desist order) or other act of any federal, state, county or local court, administrative agency or governmental office or body which prevents a party's obligations as contemplated by this Agreement; or (v) adoption or change (including a change in interpretation or enforcement) of any federal, state or local law after the Execution Date of this Agreement, preventing performance of or compliance with the obligations hereunder.

- (2) Neither party shall be liable to the other for damages without limitation (including liquidated damages) if and to the extent such party's performance is delayed or prevented due to an event of Force Majeure. In such event, the affected party shall promptly notify the other of the event of Force Majeure and its likely duration. During the continuation of the Force Majeure Event, the nonperforming party shall (i) exercise commercially reasonable efforts to mitigate or limit damages to the performing party; (ii) exercise commercially reasonable due diligence to overcome the Force Majeure event; (iii) to the extent it is able, continue to perform its obligations under this Agreement; and (iv) cause the suspension of performance to be of no greater scope and no longer duration than the Force Majeure event requires.
- (3) In the event of a delay in either party's performance of its obligation hereunder for more than sixty (60) days due to a Force Majeure, the other party may, at any time thereafter during the continuation of delayed performance, terminate this Agreement.

(g) Entire Agreement. It is understood and agreed that all understandings and agreements heretofore had among the parties hereto related to the subject matter of this Agreement are merged in this Agreement, which alone fully and completely expresses their agreement and contains all of the terms agreed upon among the parties hereto with respect to the subject matter of this Agreement, and that this Agreement is entered into after full investigation, no party relying upon any statement or representation, not embodied in this Agreement, made by any other. All exhibits, schedules and other attachments are a part of this Agreement and the contents thereof are incorporated herein by reference.

(h) Amendment. This Agreement cannot be amended, modified or supplemented, nor can any term or condition be waived in whole or in part, except in writing and signed by all of the parties hereto.

(i) Non-Waiver. No waiver by any party to this Agreement of any failure or refusal by the other party to comply with its obligations shall be deemed a waiver of any other or subsequent failure or refusal to so comply. No waiver by any party hereto of any right or remedy hereunder shall be valid unless the same shall be in writing and signed by such party giving such waiver. No waiver by any party hereto with respect to any default, misrepresentation, or breach of warranty or covenant hereunder shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

(j) Severability: Modification Required By Law. If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions thereof or hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreement of the parties herein set forth.

(k) Headings. The headings of sections and subsections of this Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement.

(l) Successors and Assigns. This Agreement and all of the provisions thereof and hereof shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

(m) Assignment. Neither this Agreement nor any of the rights, interests, obligations, and remedies hereunder shall be assigned by any party, including by operation of law, without the prior written consent of the other parties, such consent to not be unreasonably withheld, conditioned or delayed, except (a) to its parents, subsidiaries and affiliates provided that the assigning party shall remain liable for all of the obligations hereunder, (b) at its expense to a person, firm, or corporation acquiring all or substantially all of the business and assets of the assigning party provided that the assignee assumes the obligations of the assigning party arising hereunder from and after the date of acquisition, and (c) as security to entities providing financing for the assigning party or for any of its affiliates or for construction, reconstruction, modification, replacement or operation of any of the facilities of the assigning party or its parents, subsidiaries or affiliates.

(n) Construction. This Agreement and its exhibits and schedules are the result of negotiations between the parties and have been reviewed by all parties. Accordingly, this

Agreement will be deemed to be the product of the parties thereto and no ambiguity will be construed in favor of or against any party.

(o) No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer upon any third party any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

(p) No Brokers. The parties agree that they have entered into this Agreement without the benefit or assistance of any brokers, and each party agrees to indemnify, defend and hold the other harmless from any and all costs, expenses, losses or liabilities arising out of any claim by any person or entity that such person or entity acted as or was retained by the indemnifying party as a finder or broker with respect to the sale of the assets described herein.

(q) Further Acts. Each party agrees to perform any further acts and to execute, acknowledge, and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.

(r) Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but which together will constitute one and the same instrument.

PERC:  
THE PENOBSCOT ENERGY RECOVERY  
COMPANY, LIMITED PARTNERSHIP

By: USA Energy Group, LLC  
Its: General Partner

By:   
Its: President

MUNICIPALITY:

By: \_\_\_\_\_  
Its:

By: \_\_\_\_\_  
Its:

By: \_\_\_\_\_  
Its:

By: \_\_\_\_\_  
Its:

**SCHEDULE A  
TO THAT CERTAIN WASTE DISPOSAL AGREEMENT  
DATED AS OF THE  
\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_**

1.) Statement of Intent. The parties hereto acknowledge and agree that it is the policy of the State of Maine, as directed through the State of Maine's adoption of the Solid Waste Hierarchy, to reduce the volume of Solid Waste going into landfills, to recycle Solid Waste whenever possible, and to maximize resource recovery from the Solid Waste. The parties hereto also understand that the effective management of Solid Waste is crucial to the continued financial well-being of the Municipality. Because of this, the Municipality is seeking a comprehensive, environmentally sound, reliable, long-term strategy for managing the present and projected volumes of non-hazardous Solid Waste generated within the Municipality. PERC owns and operates the PERC Facility that has effectively and efficiently, for many decades, accepted Solid Waste, recovered certain recyclable materials, and otherwise converted Solid Waste into energy. Both the Municipality and PERC seek to have the PERC Facility to continue operating and the delivery of a predictable stream of Solid Waste to the PERC Facility is essential for the continued operation of the PERC Facility. Based on the foregoing, the purpose of the parties entering into this Agreement is to allow (a) the Municipality to effectively manage its Solid Waste within the Solid Waste Hierarchy; and (b) PERC to continue to serve the communities in reducing and reusing its Solid Waste. Therefore, in accordance with the terms of the Solid Waste Hierarchy, the Municipality is willing to commit to delivering to PERC and the PERC Facility the Solid Waste generated within the Municipality so as to assure the ongoing supply of Solid Waste to the PERC Facility for a fixed-period of time as defined below.

2.) Term of Agreement and Tipping Fee.

Authorization Signature	Term of Delivery Commitment	Tipping Fee (per ton)
_____	_____, 2018 through _____, 2033	\$84.36
_____	_____, 2018 through _____, 2028	\$89.57

The parties hereto agree that any Agreement signed for a either a fifteen (15) year or ten (10) year term shall automatically renew on the same basis unless otherwise terminated, in writing, by either the Municipality or PERC with at least twelve (12) months prior written notice. Also, any contract term that is less than ten (10) years shall be priced on a case-by-case basis and will be based on the then current market pricing. The pricing listed above is guaranteed through June 30, 2016.

3.) Estimated Delivery Amount.

(a) Based on the amount of Solid Waste generated by the Municipality in prior years, the estimated annual tonnage to be delivered by the Municipality shall be approximately \_\_\_\_\_ tons (the "Estimated Tonnage"). Both PERC and the Municipality acknowledge and agree that the Estimated Tonnage described above does not guarantee that the Municipality will deliver a minimum amount of tonnage to the PERC Facility on an annual basis. Rather, the Estimated Tonnage described above is a good faith estimate of the annual tonnage that the Municipality believes will be generated within the Municipality and that such Estimated Tonnage is subject to change which is a direct result of the Municipality engaging in increased recycling, repurposing or composting (or other materials management process adopted into, and ranked higher by, the Solid Waste Hierarchy) in accordance with the Solid Waste Hierarchy. Notwithstanding the fact that the Estimated Tonnage described above is not a commitment by the Municipality to deliver a minimum amount of Solid Waste to the PERC Facility, the Municipality acknowledges and agrees that the Waste Disposal Agreement (including this Schedule A) is being signed in good faith by both PERC and the Municipality and that PERC is relying upon the Municipality's commitment to deliver to the PERC Facility the Solid Waste generated within the Municipality.

(b) Both the Municipality and PERC believe that the amount of Estimated Tonnage as described above is unlikely to change materially over time. However, if there is a material change in the amount of the Estimated Tonnage, the Municipality will provide written notice to PERC that there has been a material change in the amount of the Estimated Tonnage that will be delivered to the PERC Facility and that such material change is the direct result of a change in the market conditions as to the amount of Acceptable Solid Waste generated within the Municipality.

(c) In the event that PERC becomes aware that the Municipality is not delivering all of its Solid Waste to the PERC Facility as agreed to by the Municipality pursuant to the terms of this Agreement, PERC may give written notice to the Municipality of such delivery failure and both the Municipality and PERC shall meet at the PERC Facility so as to resolve the issue. Such meeting shall occur at such time reasonably agreeable to both PERC and the Municipality but, in no event, more than thirty (30) after delivery of the written notice to the Municipality by PERC. In the event that the Municipality and PERC are unable to resolve such dispute during this meeting, then PERC shall have the right (but no obligation) to declare that this Agreement has been deemed terminated by the Municipality due to the Municipality taking actions that are inconsistent with the terms of this agreement and that have the purpose or effect of interfering with the Municipality's performance of this Agreement (a "Deemed Termination").

4.) Changes to the Tipping Fee – Adjustment for CPI. The Tipping Fee shall be increased on a quarterly basis by a percentage equal to the percentage change in "CPI" for the most recently released 12-month period preceding the one-year anniversary date of this Agreement. The term "CPI" shall mean the Consumer Price Index-All Urban Consumers (U.S. cities average, all items) as published by the U.S. Bureau of Labor Statistics. If this index ceases to be published, a comparable index shall be designated, in writing by the parties hereto.

5.) Early Termination. Notwithstanding the provisions of Section 7 of the Agreement, both PERC and the Municipality acknowledge and agree that this Agreement may be terminated as follows:

- (a) Upon ninety (90) days prior written notice by the Municipality to PERC (the "Municipality Termination"); or
- (b) Upon PERC's determination that a Deemed Termination has occurred.

Within thirty (30) days after a Municipality Termination or a Deemed Termination, the Municipality shall pay to PERC an amount equal to the product of (i) the average annual amount paid (or required to be paid) by the Municipality to PERC for the immediately preceding two (2) years (and taking into account any amounts paid to PERC prior to the beginning of the Term of this Agreement); multiplied by (ii) three (3). In addition to this amount, the Municipality shall pay to PERC all reasonable legal fees and costs incurred by PERC in obtaining this payment.