



**Town of Hermon**

**Public Safety Building Meeting Room**

**June 9, 2016**

**Town Council Meeting**

**7:00 PM**

**AGENDA**

**\*\*\* Televised live on Cable Channel 121.111 \*\*\***

Council Meetings may be viewed live online and are archived after the meeting  
has taken place – check hermon.net for link.

**\*\*\*ALL ITEMS ARE SUBJECT TO APPROPRIATE COUNCIL ACTION\*\*\***

- I. CALL TO ORDER BY CHAIRPERSON**
- II. PLEDGE OF ALLEGIANCE**
- III. ROLL CALL**
- IV. REVIEW CONSENT CALENDAR: REGULAR BUSINESS, APPOINTMENTS, SIGNATURES,  
And APPROVAL OF MINUTES:**  
  
SIGN – Quitclaim, M/L 040-002-000 Account #2734
- V. NEWS, PRESENTATIONS AND RECOGNITIONS**
- VI. PUBLIC ITEMS OR COMMENTS (*Items Not Already on Agenda*)**
- VII. PUBLIC HEARINGS**
- VIII. COMMITTEE REPORTS**
- IX. SCHEDULED AGENDA ITEMS**
  - A. OLD BUSINESS**

**#1. Consider** alternative for post PERC 2016



## B. NEW BUSINESS

- #2. **Consider** agreement to continue leasing space to Redzone on the tower at Hermon Mountain to provide high speed internet services
- #3. **Consider** authorizing expenditure from the Police Equipment Reserve to purchase a new speed and message board for the Hermon Community Policing Unit
- #4. **Consider** authorizing expenditure from the Public Works Facility Reserve for electrical hookup and oil separation tank, drainage improvements for the new public works equipment storage building
- #5. **Consider** accepting grant from MMA for safety equipment for the Fire Department
- #6. **Consider** accepting a MDOT Partnership and Initiative Grant from MDOT to do improvements to the Coldbrook Road and Newburgh Road
- #7. **Consider** awarding contract for purchase of a new backhoe pending approval at town meeting
- #8. **Consider** sale of tax acquired property

## C. WORKSHOPS

## D. OTHER ITEMS (from Table Package)

### X. APPOINTMENTS

### XI. MANAGER STATUS REPORT:

### XII. FINAL PUBLIC ITEMS OR COMMENT (*Items Not Already on Agenda*)

### XIII. COUNCIL ITEMS:

### XIV. EXECUTIVE SESSION:

### XV. ADJOURNMENT:

**Explanatory note #1:** All items in the CONSENT CALENDAR are considered routine and are proposed for adoption by the Town Council with one motion without DISCUSSION or deliberation. If DISCUSSION on any item is desired, any member of the Council or public may request the removal of an item for it to be placed in the regular agenda prior to the motion to approve the Consent Agenda.

**Explanatory Note #2:** In the interest of effect decision-making: At 10:00 p.m., the Chairman shall poll the Council and Town Manager to identify remaining items which shall be carried forward to the next Regular Meeting.

**Explanatory Note #3:** A Councilor who feels the need for the Council excusing his/her absence will make the request to the Town Manager or the Town Clerk prior to the meeting.

**MUNICIPAL QUITCLAIM DEED WITHOUT COVENANTS**

The **TOWN OF HERMON**, a Municipal corporation located in Penobscot County, Maine, in consideration of taxes and costs due, releases to **Gerald Phillips** of **Hermon**, Penobscot County, Maine, Penobscot County, State of Maine, Described as follows:

Designated as **Map/Lot 040-002-000 Account 2734** on the Tax Maps of the Town of Hermon prepared by James W. Sewall dated January 2012, on file at the Town of Hermon municipal office.

The purpose of this Deed is to release any interest the Grantor may have by virtue of undischarged tax liens filed in the name of to **Gerald Phillips, Account 2734** at the Penobscot Registry as:

	<b>Year</b>	<b>Book</b>	<b>Page</b>
<b>Lien:</b>	2013	13616	46

**EXCEPTING AND RESERVING** all interests of the Municipality of Hermon in and to the above-described premises arising by virtue of undischarged tax liens for tax years subsequent to Tax Year **2013**.

The said Inhabitants of the Municipality of Hermon have caused this instrument to be signed in its corporate name by Chair Timothy McCluskey, Vice-Chair Alden Brown, Anne Freeman, Donna Ellis, Stephen Thomas, William Scott, Douglas Sinclair, Sr., its Municipal Officers duly authorized, this **9<sup>th</sup> day of June 2016**.

\_\_\_\_\_  
**Timothy McCluskey, Chair**

\_\_\_\_\_  
**Anne Freeman**

\_\_\_\_\_  
**Alden Brown, Vice-Chair**

\_\_\_\_\_  
**Donna Ellis**

\_\_\_\_\_  
**Stephen Thomas**

\_\_\_\_\_  
**William Scott**

\_\_\_\_\_  
**Douglas Sinclair, Sr.**

**ACKNOWLEDGMENT**  
State of Maine  
Penobscot County, ss.

Then personally appeared before me the above named in their capacity as Chair Timothy McCluskey, Vice-Chair Alden Brown, Anne Freeman, Donna Ellis, Stephen Thomas, William Scott, Douglas Sinclair, Sr., it's Municipal Officers for the Town of Hermon, Maine and acknowledged the foregoing to be his free act and deed in their said capacity and the free act and deed of the Town of Hermon.

Dated: 6/9/2016 Before me, \_\_\_\_\_  
Notary Public

## MEMORANDUM

To: Members of the Town Council

From: Roger Raymond, Town Manager

Re: Town Council Meeting Agenda June 9, 2016

Date: June 3, 2016

Consider alternative for Post PERC 2016- Members of the Town Council recently asked to vote on the Post PERC 2016 alternative for the disposal of the Town's municipal solid waste. The Municipal Review Committee (MRC) has offered Fiberight as the alternative to PERC while PERC has indicated they plan to continue after April 1, 2018 and have offered a 10 or 15 year agreement to member communities. The MRC in conjunction with Fiberight has offered a 15 year agreement with the possibility of five- 5 year contract renewals. I have completed a financial analysis of the cost for both proposals and provided the information to the Town Council. The analysis has shown the cost between both alternatives is minimal when considering the amount of funds in the Tipping Fee Reserve. Both alternatives have risks which are difficult to pin down because the Fiberight option is new unproven technology while PERC will be operating under a new model due to the loss of energy subsidies and potential loss of tonnage due to recycling and the MRC proposal. In addition, there continues to be concerns with contract language with both proposals as well as; should the Council choose to leave the MRC, the loss of being part of a larger group of municipalities.

The Council has also pursued several other options that include Eco-Maine and the Crossroad Landfill in Norridgewock owned and operated by Waste Management Disposal Services of Maine, Inc. Eco-Maine has proposed a twenty year contract with the initial tipping fee of \$70.50 while WMDSofM has proposed an initial tipping fee of \$64.50 and a five year contract that could be renewed for an additional five years. The tipping fee does not include transportation to either facility which has an estimated cost of \$25 per ton to Norridgewock and \$40 per ton to the ECO-Maine Facility. I have enclosed for your review a copy of the analysis I previously submitted to the Council. I have made no changes to the presentation but I could add the savings the Town would realize by no longer being a member to the MRC which would make PERC the lowest cost option by a few dollars. If you require additional information including the work prepared by our attorney or any of the agreements, please let me know and I will forward the information to you.

Consider agreement to continue leasing space to Redzone on the tower at Hermon Mountain to provide high speed internet services- Redzone has proposed the Town enter into a long term lease for space on the tower owned by the Town and located at Hermon Mountain. The lease would permit additional improvements to the tower which are needed and to provide space for upgrade of equipment required for Redzone to condition providing internet services to area residence. I have forwarded

the agreement to the Town attorney for review. His comments should be available for the meeting. Redzone has proposed a lease payment of \$500 per month which would be shared with the owners of Hermon Mountain. I do not have any issues with Redzone continuing to share the tower with the Town but pursuant to the following conditions:

1. The renewal be approved by the owner of Hermon Mountain
2. The install has no impact on the use of the tower by the Town or School Department to support Hermon.net and Hermon Fire Department for existing or new uses
3. The term of the agreement should be identical to the terms of the agreement the Town has with the owners of Hermon Mountain
4. The conditions of use should be similar to those outlined by the owners of Hermon Mountain.

I have enclosed a copy of the lease agreement proposed by Redzone for your review.

Consider authorizing expenditure from the Police Equipment Reserve to purchase a new speed and message board for the Hermon Community Policing Unit- The 2015-2016 Capital Improvement Plan calls for the purchase of a new speed and message board. The Sergeant for the Department has obtained several proposals which I have included as part of your packet. He is recommending the board and trailer be purchased from Coastal Traffic Inc. in the total amount of \$11,698. The budgeted amount is \$12,000.

Consider authorizing expenditure from the Public Works Facility Reserve for electrical hookup and oil separation tank, drainage improvements for the new public works equipment storage building- The Public Works Equipment Building has been completed and the power needs to be extended to the new service box. In addition the construction contract did not include the installation of an oil separator for the floor drain. We felt it would be easier to have the Town crew do the work. The Public Works Director has obtained a quote for the work and has estimated the overall cost for the electrical service to be \$750 while the cost of the drainage work will be \$2,757. We are requesting the Town Council authorize these expenditures from the Public Works Facility Reserve as outlined by the Capital Improvement Plan. I have included a copy of the Public Works Director's memo outlining the estimated cost for the improvements. Please note the electrical quote is to install the services at both the Public Works equipment storage building and the new storage building for Recreation. I split the quote in half.

Consider accepting grant from MMA for safety equipment for the Fire Department- the Fire Department has received a grant in the amount of \$794.53 for the purchase of 20 hoods and 20 pairs of gloves. The grant will cover two-thirds of the cost of the purchase. I recommend the Town Council accept the grant and provide the match from the Fire Department 2016-2017 operating budget.

Consider accepting a MDOT Partnership and Initiative Grant from MDOT to do improvements to the Coldbrook Road and Newburgh Road- The Town Council will be asked to initiate the process of accepting two grants totaling \$534,134 to improve

the remaining 2.7 miles of the Newburgh Road and 1.25 miles of the Coldbrook Road. The Town will have to raise the matching funds. I will propose we consider borrowing the funds over a five year period so we can continue to improve the Town's local road. If the Town Council wants to move ahead with these two projects it will require approval at a special town meeting. I have attached to the meeting packet copies of both agreements.

Consider awarding contract for purchase of a new backhoe pending approval at town meeting- Proposals have been requested from five firms that typically bid on the type of equipment the Town is seeking. The proposals are due June 8<sup>th</sup>. The results will be provided at the town council meeting on June 9<sup>th</sup>.for council consideration.

Sale of tax acquired property- the Town Council will be asked to sell by sealed bids the following tax acquired properties.

Property located on the New Boston Road formerly owned by Trustees Debra Merry which includes house and land.

Property located on Pearson Lane formerly owned by Amanda Rand which includes a mobile home only.

Property on located the New Boston Road formerly owned by Heirs of Daniels J. Perez. This property is land only.



#1.  
6/9/16

May 24, 2016

### **Information for Departing Members Signing-up with PERC**

Dear MRC Member:

As the organization that has faithfully served your municipal solid waste (MSW) interests for 25 years, we respect your decision to become a departing member of the Municipal Review Committee (MRC) in 2018.

Solid waste management is a complicated business. Before entering into any alternative MSW disposal agreement with PERC, L.P., or another entity, we strongly recommend that you retain and obtain advice from technical and legal advisors with specialized expertise in solid waste facilities operations and contracting. Given that we still represent you and that you have voted to sign up with PERC, MRC thought it appropriate to provide you an outline of our key concerns and issues with proposed contracts circulated by PERC's private partners. We recommend that you work with PERC or its successor entity on changes to the contracts before signing them in order to protect the interests of your municipality and taxpayers.

### **PERC's Post 2018 MSW Disposal Contract Offer is not Viable after December 31, 2018**

MRC questions whether PERC will actually be able to honor the contract they have made available for consideration by municipalities. We question this because the contract offer was made in the name of PERC, LP, which is the existing Partnership. This Partnership has a firm termination date of December 31, 2018. The only purpose under applicable law for which the PERC Partnership can continue its business after December 31, 2018 is for the winding up of its business.

Therefore, any contract between your entity and PERC would need to be with a new entity that would replace PERC, LP after the Partnership's assets have been liquidated and distributed to the existing owners. The MRC has requested that PERC address how it will manage the termination of PERC LP and the transfer of assets to a new entity, but has not received a response. The fact that this issue has not been addressed casts doubt on the reliability of any PERC obligation after the end of 2018 other than those related to dissolution of the partnership.

### **Proposed 6th Amendment of Partnership Agreement is not Valid after December 31, 2018**

The current General Partner of the PERC Partnership, USA Energy (USAE), distributed to the MRC membership a proposed "Sixth Amended and Restated Agreement of Limited Partnership of Penobscot Energy Recovery Company, Limited Partnership" with the implicit suggestion that the current PERC Partnership Agreement, as amended and restated, will continue on after 2018 with those current MRC members who wish to sign on remaining as limited partners.

Municipal Review Committee, Inc.  
395 State Street  
Ellsworth, ME 04605  
[www.mrcmaine.org](http://www.mrcmaine.org)

This proposal is not valid because USAE does not have the power under the current agreement to either amend its provisions or extend its term without the prior written consent of the MRC on behalf of all Equity Charter Municipalities. At the time of this writing, given that more than 80 communities have signed up with the MRC to send their MSW to Fiberight and a majority of those are Equity Charter Members, it is evident that MRC consent will not be forthcoming, and therefore the Limited Partnership will be not be continued.

Furthermore, even if its proposal could be implemented, there are inherent differences between USAE's proposed partnership agreement and the previous versions that have served the MRC membership well for more than two decades. These changes will dramatically alter the partner relationship post 2018, generally skewing powers in favor of the General Partner and limiting the checks, balances and oversight afforded currently to municipal entities. The key changes include:

- Oversight Committee Eliminated
- MRC Role as Umbrella Organization Eliminated
- Checks on General Partner Powers Removed
- Ground Rules for Partnership Distributions Eliminated
- No Limits on Admission of New Partners or Dilution of Existing Partners
- No Limits on Fees Billed by USAE or Affiliates
- No Limits on Conflict of Interest Transactions
- No Power to Remove General Partner
- Unilateral Right to Dissolve

A memo detailing the implications of these changes is enclosed for your review.

### **PERC Waste Disposal Agreement: Delivery Obligation, Escalation and Deemed Termination**

As stated above, it is our view that the Waste Disposal Agreement offered in the name of PERC, LP cannot be implemented as proposed because the existing Partnership will terminate on December 31, 2018 following which the PERC Partnership can legally operate only for the purpose of winding up its business and liquidating its assets. In addition, we want to share a few of our concerns with the substantive contract terms offered in the proposed PERC Waste Disposal Agreement. In particular:

- Delivery obligation. Section 3(a) of the draft PERC agreements requires the Municipality to "...deliver all Acceptable Waste that is generated within the Municipality to the PERC Facility." You should be concerned with this contract language if there are commercial haulers active in your municipality that collect waste from private generators and can make independent decisions about where to take that waste for disposal. The contract does not say what happens if commercial haulers active in your municipality deliver such waste to a disposal facility other than PERC – but if they do, it would appear to violate the plain language of the contract, at which point PERC could put the Municipality in default and terminate the contract. Delivery of the estimated tonnage. Section 3(c)(1) of the draft PERC Agreements states that Municipality shall "deliver to the PERC facility the estimated tonnage of Solid Waste." Can PERC put the Municipality in default for failure to deliver the estimated tonnage? The answer to this question is unclear because the language of Section 3(c)(1) conflicts with the language in Section 3(a) of Schedule A.
- Escalation. Some versions of the PERC contracts would escalate the Tipping Fee four times per year rather than once – for example, Section 4 of Schedule A of one version of the contract says that 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 ..." That is, if annual CPI increases by 2%, the tip fee would increase by 2% each quarter, or more than 8% for the year. After the MRC raised this

point, PERC began sending out contracts that corrected this clause to account for annual increases instead of quarterly increases at the annual rate – but you are advised to check your contract closely to ensure that the change has been made in the version of the contract sent to you.

- Deemed termination. Section 3(c) of Schedule A to the PERC contract allows PERC to give notice to Municipality if PERC believes that the Municipality is not delivering all of its Solid Waste to the PERC facility, and, if the dispute is not resolved, PERC has the right to declare that the contract has been deemed terminated and to collect damages under Section (b) of the contract. Those damages are based on six years of tip fees –so, if the tip fee is \$85 per ton, and the estimated delivery amount is 1,000 tons per year, the penalty would be \$510,000 --- plus PERC’s legal fees. You are advised not to accept language that would allow PERC to have the discretion to assess Municipality that level of penalty.

If the nature of these concerns causes your community to re-evaluate its decision to leave the MRC as a departing municipality, there is still time to reconsider your decision before June 30 in order to capture the full value of the MRC/Fiberight Post 2018 solution.

Whatever you decide, over the next year and a half, we will continue to work with you in an effort to make the most of our existing relationship until the existing Partnership concludes in 2018. Until that time, the MRC will continue to provide oversight of PERC operations to the best of our ability and share that information with you and all MRC charter members.

In addition, the MRC, as always, is available to work with you on any questions you may have regarding your waste disposal needs. On a personal level, I would like to say it has been an honor to represent your MSW interests for the past 22 years. Please do not hesitate to contact the MRC by phone at 664-1700 or by e-mail at [glounder@mrcmaine.org](mailto:glounder@mrcmaine.org) if you would like to discuss this letter or any questions related to this transition time.

Sincerely,



Greg Lounder  
MRC Executive Director

Enclosure

**MRC Proposal**

		MRC/ 2.5 Reductic			Transport			Total Per Controllor			Total Cost			PERC 2.5% Reductior			Transport			Total Per Tonnage			Total		
Year	MRC/ 2.5	Reductic	Transpor	Ton	89.00	1975	\$	175,775.00	\$	84.36	\$	16.00	\$	68.36	1975	\$	135,011.00								
Year 1 *	\$ 70.00	\$ 5.00	\$ 24.00	\$ 89.00	1975	\$	175,775.00	\$	84.36	\$	16.00	\$	68.36	1975	\$	135,011.00									
Year 2	\$ 71.75	\$ 5.00		\$ 66.75	1975	\$	131,831.25	\$	86.50	\$	16.00	\$	70.50	1975	\$	139,237.50									
Year 3	\$ 73.54	\$ 5.00		\$ 68.54	1975	\$	135,366.50	\$	88.63	\$	16.00	\$	72.63	1975	\$	143,444.25									
Year 4	\$ 75.38			\$ 75.38	1975	\$	148,875.50	\$	90.85	\$	16.00	\$	74.85	1975	\$	147,828.75									
Year 5	\$ 77.27			\$ 77.27	1975	\$	152,608.25	\$	93.12	\$	16.00	\$	77.12	1975	\$	152,312.00									
Year 6	\$ 79.20			\$ 79.20	1975	\$	156,420.00	\$	95.45	\$	16.00	\$	79.45	1975	\$	156,913.75									
Year 7	\$ 81.18			\$ 81.18	1975	\$	160,330.50	\$	97.83	\$	16.00	\$	81.83	1975	\$	161,614.25									
Year 8	\$ 83.21			\$ 83.21	1975	\$	164,339.75	\$	100.27	\$	16.00	\$	84.27	1975	\$	166,433.25									
Year 9	\$ 85.29			\$ 85.29	1975	\$	168,447.75	\$	102.78	\$	16.00	\$	86.78	1975	\$	171,390.50									
Year 10	\$ 87.42			\$ 87.42	1975	\$	172,654.50	\$	105.35	\$	16.00	\$	89.35	1975	\$	176,466.25									
Year 11	\$ 89.61			\$ 89.61	1975	\$	176,979.75	\$	107.99	\$	16.00	\$	91.99	1975	\$	181,680.25									
Year 12	\$ 91.85			\$ 91.85	1975	\$	181,403.75	\$	110.69	\$	16.00	\$	94.69	1975	\$	187,012.75									
Year 13	\$ 94.14			\$ 94.14	1975	\$	185,926.50	\$	113.45	\$	16.00	\$	97.45	1975	\$	192,463.75									
Year 14	\$ 96.50			\$ 96.50	1975	\$	190,587.50	\$	116.29	\$	16.00	\$	100.29	1975	\$	198,072.75									
Year 15	\$ 98.91			\$ 98.91	1975	\$	195,347.25	\$	119.20	\$	16.00	\$	103.20	1975	\$	203,820.00									
							<b>29625</b>	<b>\$ 2,496,893.75</b>	<b>**29,625 X \$16= \$474,000</b>	<b>29625</b>	<b>\$ 2,513,701.00</b>														

**MRC Issues**

Unacceptable Waste: Subject to losses due to unacceptable waste that causes damage to process system or personnel. Limit of damage to municipality is \$400,000 per occurrence

Deficiency Reserve- Members pay the cost of overall aggregate less than 150,000 tons annually. Concern some communities committed commercial waste tht is not in their control.

Bypass-If the plant is not constructed members have to go to Norridgewock. Additional cost of \$24 per ton for Hermon.

Tipping Fee is subject to change beyond the annual CPI.

Possible rebates but not sure the amount. All rebates controlled by MRC. Not a Fundamental matter

If you do not join and go back later then you have to pay all your reserve money back and still do not receive rebates

\* Assumed Bridge waste for year 1

**PERC issues:**

Must receive 180,000 tons or contract is terminated

Bypass if long term could mean paying to transport to NH.

Not sure if it can perform at proposed tipping fee

**Norridgewalk Proposal**

**MRC With Penalty**

	MSW/2.5 Reductic			Transport			Total Per Controllert			Total			MRC 2.5% Reductor			Transport			Total Per Ton				
	MSW/2.5	Reductic	Transpor	Ton	Tonnage	1975	Cost	Total	MRC 2.5%	Reductor	Transport	Ton	Tonnage	1975	Cost	Total	MRC 2.5%	Reductor	Transport	Ton	Tonnage	1975	Cost
Year 1	\$ 64.50	\$ 16.00	\$ 24.00	\$ 72.50	1975	\$ 143,187.50	\$ 72.21	\$ 24.00	\$ 96.21	1975	\$ 190,014.75												
Year 2	\$ 66.11	\$ 16.00	\$ 24.60	\$ 74.71	1975	\$ 147,552.25	\$ 74.02	\$ 24.00	\$ 98.02	1975	\$ 193,589.50												
Year 3	\$ 67.76	\$ 16.00	\$ 25.22	\$ 76.98	1975	\$ 152,035.50	\$ 75.87		\$ 75.87	1975	\$ 149,843.25												
Year 4	\$ 69.46	\$ 16.00	\$ 25.84	\$ 79.30	1975	\$ 156,617.50	\$ 77.76		\$ 77.76	1975	\$ 153,576.00												
Year 5	\$ 71.20	\$ 16.00	\$ 26.49	\$ 81.69	1975	\$ 161,337.75	\$ 79.71		\$ 79.71	1975	\$ 157,427.25												
Year 6	\$ 72.98	\$ 16.00	\$ 27.15	\$ 84.13	1975	\$ 166,156.75	\$ 81.70		\$ 81.70	1975	\$ 161,357.50												
Year 7	\$ 74.80	\$ 16.00	\$ 27.83	\$ 86.63	1975	\$ 171,094.25	\$ 83.74		\$ 83.74	1975	\$ 165,386.50												
Year 8	\$ 76.67	\$ 16.00	\$ 28.52	\$ 89.19	1975	\$ 176,150.25	\$ 85.83		\$ 85.83	1975	\$ 169,514.25												
Year 9	\$ 78.59	\$ 16.00	\$ 29.25	\$ 91.84	1975	\$ 181,374.13	\$ 87.98		\$ 87.98	1975	\$ 173,760.50												
Year 10	\$ 80.56	\$ 16.00	\$ 29.97	\$ 94.53	1975	\$ 186,696.75	\$ 90.18		\$ 90.18	1975	\$ 178,105.50												
Year 11	\$ 82.57	\$ 16.00	\$ 30.72	\$ 97.29	1975	\$ 192,147.75	\$ 92.43		\$ 92.43	1975	\$ 182,549.25												
Year 12	\$ 84.63	\$ 16.00	\$ 31.49	\$ 100.12	1975	\$ 197,737.00	\$ 94.75		\$ 94.75	1975	\$ 187,131.25												
Year 13	\$ 86.75	\$ 16.00	\$ 32.27	\$ 103.02	1975	\$ 203,464.50	\$ 97.11		\$ 97.11	1975	\$ 191,792.25												
Year 14	\$ 88.93	\$ 16.00	\$ 33.08	\$ 106.01	1975	\$ 209,369.75	\$ 99.54		\$ 99.54	1975	\$ 196,591.50												
Year 15	\$ 91.15	\$ 16.00	\$ 33.91	\$ 109.06	1975	\$ 215,393.50	\$ 102.03		\$ 102.03	1975	\$ 201,509.25												
					<b>29625</b>	<b>\$ 2,660,315.13</b>				<b>29625</b>	<b>\$ 2,652,148.50</b>												

**MRC Penalty and Recycling**

**MRC with Recycling**

	MSW/2.5	Reductic	Transpor	Total Per Tonnage	Total Annual Cost	MRC/ 2.5'	Reductor	Transport	Total Per Tonnage	Controllee	Total Cost
				Ton					Ton	Tonnage	Cost
Year 1	\$ 72.21	\$ 5.00	\$ 24.00	\$ 91.21	\$ 90,115.48	\$ 70.00	\$ 5.00	\$ 24.00	\$ 89.00	988	\$ 87,932.00
Year 2	\$ 74.02	\$ 5.00	\$ 24.00	\$ 93.02	\$ 91,903.76	\$ 71.75	\$ 5.00		\$ 66.75	988	\$ 65,949.00
Year 3	\$ 75.87	\$ 5.00		\$ 70.87	\$ 70,019.56	\$ 73.54	\$ 5.00		\$ 68.54	988	\$ 67,717.52
Year 4	\$ 77.76			\$ 77.76	\$ 76,826.88	\$ 75.38			\$ 75.38	988	\$ 74,475.44
Year 5	\$ 79.71			\$ 79.71	\$ 78,753.48	\$ 77.27			\$ 77.27	988	\$ 76,342.76
Year 6	\$ 81.70			\$ 81.70	\$ 80,719.60	\$ 79.20			\$ 79.20	988	\$ 78,249.60
Year 7	\$ 83.74			\$ 83.74	\$ 82,735.12	\$ 81.18			\$ 81.18	988	\$ 80,205.84
Year 8	\$ 85.83			\$ 85.83	\$ 84,800.04	\$ 83.21			\$ 83.21	988	\$ 82,211.48
Year 9	\$ 87.98			\$ 87.98	\$ 86,924.24	\$ 85.29			\$ 85.29	988	\$ 84,266.52
Year 10	\$ 90.18			\$ 90.18	\$ 89,097.84	\$ 87.42			\$ 87.42	988	\$ 86,370.96
Year 11	\$ 92.43			\$ 92.43	\$ 91,320.84	\$ 89.61			\$ 89.61	988	\$ 88,534.68
Year 12	\$ 94.75			\$ 94.75	\$ 93,613.00	\$ 91.85			\$ 91.85	988	\$ 90,747.80
Year 13	\$ 97.11			\$ 97.11	\$ 95,944.68	\$ 94.14			\$ 94.14	988	\$ 93,010.32
Year 14	\$ 99.54			\$ 99.54	\$ 98,345.52	\$ 96.50			\$ 96.50	988	\$ 95,342.00
Year 15	\$ 102.03			\$ 102.03	\$ 100,805.64	\$ 98.91			\$ 98.91	988	\$ 97,723.08
				<b>14820</b>	<b>\$ 1,311,925.68</b>					<b>14820</b>	<b>\$ 1,249,079.00</b>

**Bridge and Fiberight Failure**

**Cassella Recycling**

	MSW/2.5	Reductic	Transpor	Total Per	Tonnage	Total Annual	Total Annual	Cassella/	Reductor	Transport	Total Per	Controllet	Total
				Ton		Cost	Cost				Ton	Tonnage	Cost
Year 1	\$ 62.00	\$ 24.00	\$ 86.00	1975	\$ 169,850.00	\$ 55.00	\$ 184.00	\$ 79.00	\$ 423	\$ 33,417.00			
Year 2	\$ 63.55	\$ 24.60	\$ 88.15	1975	\$ 174,096.25	\$ 56.38	\$ 188.60	\$ 244.98	\$ 423	\$ 103,626.54			
Year 3	\$ 65.13	\$ 25.22	\$ 90.35	1975	\$ 178,441.25	\$ 57.78	\$ 193.32	\$ 251.10	\$ 423	\$ 106,215.30			
Year 4	\$ 66.77	\$ 25.84	\$ 92.61	1975	\$ 182,904.75	\$ 59.23	\$ 198.14	\$ 257.37	\$ 423	\$ 108,867.51			
Year 5	\$ 68.44	\$ 26.49	\$ 94.93	1975	\$ 187,486.75	\$ 60.71	\$ 203.10	\$ 263.81	\$ 423	\$ 111,591.63			
Year 6	\$ 70.18	\$ 27.15	\$ 97.33	1975	\$ 192,226.75	\$ 62.23	\$ 208.18	\$ 270.41	\$ 423	\$ 114,383.43			
Year 7	\$ 71.93	\$ 27.83	\$ 99.76	1975	\$ 197,026.00	\$ 63.78	\$ 213.38	\$ 277.16	\$ 423	\$ 117,238.68			
Year 8	\$ 73.73	\$ 28.52	\$ 102.25	1975	\$ 201,943.75	\$ 65.37	\$ 218.72	\$ 284.09	\$ 423	\$ 120,170.07			
Year 9	\$ 75.58	\$ 29.25	\$ 104.83	1975	\$ 207,029.38	\$ 67.01	\$ 224.19	\$ 291.20	\$ 423	\$ 123,177.60			
Year 10	\$ 77.47	\$ 29.97	\$ 107.44	1975	\$ 212,194.00	\$ 68.69	\$ 229.79	\$ 298.48	\$ 423	\$ 126,257.04			
Year 11	\$ 79.41	\$ 30.72	\$ 110.13	1975	\$ 217,506.75	\$ 70.40	\$ 235.54	\$ 305.94	\$ 423	\$ 129,412.62			
Year 12	\$ 81.39	\$ 31.49	\$ 112.88	1975	\$ 222,938.00	\$ 72.16	\$ 241.42	\$ 313.58	\$ 423	\$ 132,644.34			
Year 13	\$ 83.43	\$ 32.27	\$ 115.70	1975	\$ 228,507.50	\$ 73.97	\$ 247.46	\$ 321.43	\$ 423	\$ 135,964.89			
Year 14	\$ 85.51	\$ 33.08	\$ 118.59	1975	\$ 234,215.25	\$ 75.82	\$ 253.65	\$ 329.47	\$ 423	\$ 139,365.81			
Year 15	\$ 87.65	\$ 33.91	\$ 121.56	1975	\$ 240,081.00	\$ 77.71	\$ 259.99	\$ 337.70	\$ 423	\$ 142,847.10			
				<b>29625</b>		<b>\$ 3,046,447.38</b>				<b>6345</b>		<b>\$ 1,745,179.56</b>	

MSW

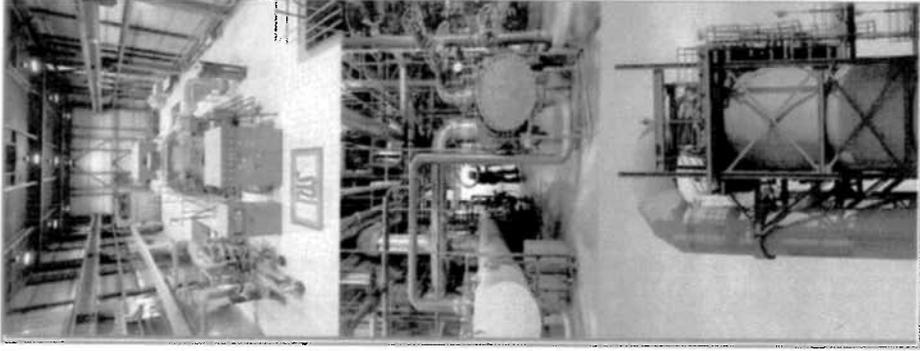
Will only offer two 5 year agreements

Limited capacity to 2025

Cost of transportation is \$24 per ton

\*\* Balance of tipping fee reserve \$475,000

# Solid Waste Membership Options



MSW- Current tipping fee of \$57.85 per ton with a 3-5 year contract (Bulky can be included in same container)

**OR**

MSW- Tipping fee for post 2018 of \$70.50 per ton with a 20 year contract (Bulky can be included in same container)

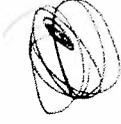
(Letter of interest sent to ecomaine, after contract can be drawn up and will be accepted upon approval of our Board of Directors, contingent on our capacity)

**And**

Bulky Waste can be un-contracted & separated from MSW for \$59.50 per ton

**And**

C & D must be separated from Bulky & can be taken to CPRC for a current rate of \$65.85 if arranged through ecomaine as 1<sup>st</sup> point of contact or can be disposed of elsewhere.



## SOLID WASTE DISPOSAL AGREEMENT

AGREEMENT made and entered into and effective as of this \_\_\_\_ day of \_\_\_\_\_, 2016 by and jointly between the Town of **HERMON**, a municipal corporation of Penobscot County organized under the laws of the State of Maine, (hereinafter referred to as the "Town"), and **WASTE MANAGEMENT DISPOSAL SERVICES OF MAINE, INC.**, a corporation organized under the laws of the State of Maine, and having its principal place of business at 357 Mercer Road, Norridgewock, Maine 04957, (hereinafter referred to as the "Contractor").

### WITNESSETH:

WHEREAS, the Contractor owns and operates a sanitary landfill and resource recovery facility in accordance with applicable laws of Maine;

WHEREAS, the Town during the term of this agreement will provide to Waste Management Disposal Services of Maine, Inc. all Municipal Solid Waste (known as "Acceptable Waste") generated within the Town, which is collected through the Town's Curbside Collection Program;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Town and Contractor hereby agree as follows:

#### 1. Definitions

- a. Disposal Site - A facility operated by Contractor, which will receive, and dispose of solid waste and is legally empowered to accept same.
- b. Acceptable Waste - Shall mean non-baled solid waste that is disposed of in the ordinary course by households or commercial establishments within the Town, which shall not contain any Hazardous Waste, or Unacceptable Waste as defined and set forth on Exhibit A attached hereto.
- c. Special Waste - Shall mean any material, which is generated within the Town and is classified as a "special waste" or "miscellaneous special waste" by Contractor or the State where the Disposal Site is located. Special waste or miscellaneous special waste must be subjected to analysis by a laboratory approved by Contractor. The results of the laboratory analysis will be reviewed by the Contractor and by the appropriate state agencies, before any decision can be made regarding its transportation or disposal. Loads received by

Contractor from the Town's curbside collection program to the Disposal Site will be inspected periodically to ensure compliance with Contractor's "special waste" handling procedures.

- d. Nothing in this Agreement is intended to prevent the Town from recycling those materials, which the Town deems to be recyclable or otherwise interfere with the Town's recycling and source reduction programs.

**2. Term**

The duration of this contract will be for a period of five (5) years beginning April 1, 2018 and concluding on March 31, 2023. Upon written consent of both parties, this Agreement may be extended for one additional period of five (5) years unless sooner terminated as provided herein.

**3. Operation**

- a. The Contractor shall receive Acceptable Waste and approved Special Waste subject to the Disposal Site's permitted and operational availability. The Contractor may at any time refuse to accept any Hazardous Waste, Unacceptable Waste, or any material, substance, or property which in the judgment of Contractor will be harmful, unhealthy, unsafe, or in violation of any federal, state, or local statute or regulation applicable to the Site.
- b. Evidence that Acceptable Waste brought to the Site is from outside the Town is grounds for excluding the hauler from use of the Site, charging the Town a separate fee in Contractor's sole discretion, or terminating this Agreement.

**4. Compensation**

The total charge to the Town for the above services for each year shall be payable according to the following schedule.

- a. For the period April 1, 2018 through March 31, 2019 the Town shall pay the following disposal fees for the material received at the Contractor's Commercial Entrance.

Municipal Solid Waste	\$64.50 per ton
Demolition/Bulky Debris	\$64.50 per ton plus \$2.00 per ton State of Maine Fee

- b. The above rates will be adjusted on April 1 of each year based upon the percentage increase for the previous twelve-month period in the Consumer Price Index for all Urban Consumers – U.S. City Average – Water & Sewer and Trash Collection Services, as published by the U.S. Department of Labor, with the amount of the increase based on a full calendar year 12 month rolling average.
- c. The Contractor expressly reserves the right to charge and collect from Town an equitably apportioned share of the increased cost of operating the Site resulting from changes in federal, state or local law or regulation, governing the receipt, transportation, handling, or disposal of Acceptable Waste.

**5. Compliance with Laws**

The Contractor shall conduct operations under this Agreement in compliance with all applicable laws, rules, and regulations, provided however, that it is understood and agreed by the parties hereto that if the service contemplated under this Agreement should at any time during the term of the Agreement, for any reason whatsoever, become illegal and in contravention of duly enacted laws, rules, and regulations, the parties hereto shall be discharged of their obligations under this Agreement and have no further liability each to the other.

**6. Indemnification**

The Contractor shall indemnify and hold harmless the Town and its agents and employees from and against all claims, damages, losses and expenses including reasonable attorney's fees to the extent arising out of or resulting from performance of the work, provided and to the extent that any such claim, damage, loss or expense is caused by the negligent or wrongful acts or omission of the Contractor or any of its officers, agents, employees, representatives, any one directly or indirectly employed by any of them or anyone for whose acts they may be liable.

The Town shall indemnify and hold harmless the Contractor and its agents and employees from and against all claims, damages, losses and expenses including reasonable attorney's fees to the extent arising out of or resulting from the performance of the work, provided and to the extent that such claim, damage, loss or expense is caused by the negligent or wrongful acts or omission of the Town, or any of its officers, agents,

employees, representatives, any one directly or indirectly employed by any of them or anyone for whose acts they may be liable.

In no event whether in contract, tort or otherwise shall either party be liable to the other for any special, incidental, consequential, or indirect damages.

**7. Force Majeure**

Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control; whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, changes in applicable laws, regulations or interpretations thereof, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events. Contractor shall be entitled to an equitable adjustment in price in the event of the occurrence of a Force Majeure Event that increases the cost of performing its obligations under this Agreement.

**8. Modification**

This agreement constitutes the entire Agreement between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by both parties hereto.

**9. Compliance with Contractor Policies and Procedures**

When delivering Acceptable Waste, Town shall comply with applicable law and regulations, Contractor's delivery and environmental health and safety policies and procedures.

**10. Illegal Provision**

If any provisions of the Agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

**11. Notice**

A letter, hand delivered or addressed and sent by certified mail, to either party at its business address shown below shall be sufficient notice whenever required for any purpose in the Agreement. Notice delivered by mail shall be deemed effective three (3) days after the receipt by the party to whom such notices is addressed.

**To The Town**

Town of Hermon  
PO Box 6300  
Hermon, ME 04402  
Attn: Town Manager

**To The Contractor**

Waste Management Disposal Services of Maine, Inc.  
PO Box 629  
Norridgewock, ME 04957  
Attn: District Manager

**12. Termination**

A. In the event either Party materially defaults in the performance of any of the material covenants or agreements to be kept, done or performed by it under the terms of this Agreement, the non-defaulting party shall notify the defaulting party in writing of the nature of such default. Within twenty (20) days following such notice:

- 1) The party in default shall correct the default; or
- 2) In the event of a default not capable of being corrected within twenty (20) days, the defaulting party shall commence correcting the default within twenty (20) days of notification by the non-defaulting party, and thereafter correct the default with due diligence.

B. If the party in default fails to correct the default as provided above, the non-defaulting party, without further notice, shall have all of the following rights and remedies, which may be exercised singly or in combination:

- 1) The right to declare that this Agreement, together with all rights granted the party in default hereunder are terminated, effective upon such date as the non-defaulting party shall designate; and
- 2) If the defaulting party is the Contractor, the Town shall have the right to license others to perform the services otherwise to be performed by Contractor.

**13. Governing Law**

This Agreement shall be governed in accordance with the laws of the State of Maine.

**14. Effective Date**

This contract shall become effective April 1, 2018.

IN WITNESS WHEREOF, the Town and the Contractor have executed this agreement as of the day and year first above written.

Town of Hermon, a municipal corporation  
Town Manager

\_\_\_\_\_  
By: Roger Raymond, Duly Authorized  
Town Manager

\_\_\_\_\_  
Date

Waste Management Disposal Services of Maine, Inc.

\_\_\_\_\_  
By: Chris DeSantis, Duly Authorized  
President

\_\_\_\_\_  
Date

## EXHIBIT A

### A. "Hazardous Waste" means:

- (1) Any material or substance or hazardous substance, which, by reason of its composition or characteristics, is;
  - (a) Toxic or hazardous waste or hazardous substance as defined in either the Solid Waste Disposal Act, 42 U.S.C. 6900 et seq., as replaced, amended, expanded or supplemented the Resource Conservation and Recovery Act, 42 U.S.C. 6903, as replaced amended, expanded or supplemented, or any laws of similar purpose or effect, and such policies or regulations thereunder, or any laws of similar purpose or effect, and any rules, regulations or policies thereunder, or;
  - (b) Special nuclear or by-product materials within the meaning of Atomic Energy Act of 1954;
- (2) Other materials which any governmental agency or unit having appropriate jurisdiction shall determine from time to time is harmful, toxic or dangerous, or otherwise ineligible for disposal in the landfill; and
- (3) Any material, which would result in Process Residue being Hazardous Waste under (1) or (2) above.

### B. "Unacceptable Waste" means:

1. A containerized waste (i.e., drum, barrel, portable tank, box, pail, etc.) listed in 3-8 below.
2. A waste transported in bulk tanker.
3. A liquid waste.
4. A sludge waste.
5. A waste from an industrial process.
6. A waste from a pollution control process.
7. Residue and debris from a cleanup of a spill or release of chemical substances, commercial products or waste listed in 1 - 6 or 8.
8. Contaminated soil, water, residue, debris and articles from the cleanup of a site or facility formerly used for the generation, storage, treatment, recycling, reclamation or disposal of wastes listed in 1 -7.
9. Chemical waste from a laboratory.
10. Articles, equipment and clothing containing or contaminated with polychlorinated byphenyls (PCBs).
11. PCB drainings and flushings removed from PCB articles and placed directly into transport containers.
12. "Empty" containers of waste commercial products or chemicals (this applies to a portable container which has been emptied, but which may hold residuals of the product or chemical. Examples of containers are: portable tanks, drums, barrels, cans, bags, etc.)

13. Asbestos contained in or from waste from building demolition or cleaning.
14. Commercial products or chemicals whether off-specification, outdated, contaminated or banned.
15. Residue and debris from cleanup of spills or releases of a single chemical substance or commercial product or a single waste, which would otherwise qualify as a miscellaneous special waste.
16. Infectious waste. (Any waste from a hospital, medical clinic, nursing home, medical practitioner, mortuary, taxidermist, veterinarian, veterinary hospital, animal testing laboratory, university medical laboratory, etc., that is contaminated with or may be contaminated with an infectious agent that has the potential of inducing infection. These wastes are wastes if they are untreated, autoclaved or otherwise heat-treated.)
17. Animal waste and parts from slaughterhouses or rendering plants, including wastes from fur or leather products manufacturing.
18. Waste produced by mechanical processing of fruit, vegetables or grain, rinds, hulls, husks, pods, shells, and chaff, food processing wastes which are aqueous or sludges, or which have been contaminated with dyes, additives or preservatives.
19. Pumpings from septic tanks used any size exclusively by dwelling units.
20. Sludges from a publicly owned sewerage treatment plant serving primarily domestic users.
21. Grease trap wastes from residences, restaurants, or cafeterias not located at industrial facilities.
22. Washwater wastes from commercial laundries or laundromats including waste from dry cleaning facility or waste from a commercial laundry used by an industry to wash chemical-contaminated clothing from its workers.

## WASTE DISPOSAL AGREEMENT

THIS WASTE DISPOSAL AGREEMENT is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2016, 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 post-recycled Solid Waste generated within the Municipality under its direct control 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 not 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) Solid 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) Agreement. The term "Agreement" shall mean this Waste Disposal Agreement as amended from time to time and any successors hereto.
- (c) Control. The term "Control" shall mean, for the purposes of the delivery of Acceptable Solid Waste by the Municipality to the PERC Facility, Acceptable Waste that is collected and delivered directly by the Municipality, its employees or agents, or by a hauler under contract with, and at the direction of, the Municipality.
- (d) Municipality. The term "Municipality" shall mean \_\_\_\_\_.
- (e) PERC. The term "PERC" shall mean Penobscot Energy Recovery Company, Limited Partnership, a Maine limited partnership.
- (f) 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.
- (g) 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.
- (h) 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.
- (i) Term. The term "Term" shall have the meaning specified in Section 6.
- (j) Tipping Fee. The term "Tipping Fee" shall have the meaning specified in Section 3(c) below.
- (k) 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.
- (l) 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 under its Control 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 under its Control 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 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 (or by a hauler under contract with, and at the direction of, 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 (or any other person acting as the agent for, and at the direction of 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 week; 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 that is under its direct Control; and (b) PERC can be assured of a steady supply of post-recycled 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. PERC and the Municipality acknowledge and agree that the above-described necessary commitments for delivery and receipt of Acceptable Solid Waste from other municipalities and private businesses to assure the continued operation of the PERC Facility must occur on or before February 18, 2017 and must equal, in the aggregate, one hundred eighty thousand (180,000) tons per year.

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 Acceptable Solid Waste as provided in Section 5 above;

(f) By either party, in the event that there is a delay in either party's performance of its obligation hereunder as provided in Section 10(f) hereunder; or

(g) 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. Nothing in this Agreement shall constitute a waiver or diminution by the Municipality of any immunities or statutory limitations on liability under Maine law, nor shall anything in this Agreement be construed to constitute a waiver of any defense, immunity or limitation of liability that may be available to a governmental entity or any of its officers, officials, agents or employees pursuant to any applicable State or Federal statutory law, common law or any privileges or immunities as may be provided by law.

9.) Municipal Outreach Meetings. Effective as of April 1, 2018, PERC shall schedule and conduct, at least once in any 12-month period and more often on an as-needed basis, meetings between the PERC management and all non-owner municipal customers for the specific purpose of allowing the exchange of information concerning the operation of PERC and to provide a means for the municipal customers to provide input to the PERC management relative to those operational issues. Written notice of the scheduling of all such meetings shall be issued at least 15 calendar days before any such meeting through notices mailed to the municipal customer at its last designated contact address as provided herein.

10.) 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. Except for damages resulting from fraud, 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 of 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 \_\_\_\_\_, 2016**

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 Acceptable 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 all Acceptable Waste generated within the Municipality and under its Control so as to assure the ongoing supply of Acceptable 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 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 Acceptable 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 is under the Municipality's Control 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 Acceptable Waste generated within the Municipality and that is under the Municipality's Control. It is understood and agreed that PERC supports and agrees with any efforts which the Municipality may undertake to reduce the amount of municipal solid waste which is processed at PERC through such means as recycling, composting and other similar processes. PERC further acknowledges that any such efforts on the part of a Municipality shall not constitute a violation of this Agreement and will not result in a penalty being assessed against 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 that is under its Control.

(c) In the event that PERC becomes aware that the Municipality is not delivering all of the Acceptable Waste generated within the Municipality and under its Control 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. On April 1, 2019, and on each April 1<sup>st</sup> thereafter throughout the Term of this Agreement, the Tipping Fee shall be adjusted, either up or down, by a percentage equal to the percentage of change in the CPI for the most recently released 12-month period immediately preceding the date of each such adjustment. 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. The following is an example of how the above-described adjustment to the Tipping Fee will be made:

Example: If the starting Tipping Fee is \$89.57 for a 10-year term contract and the CPI went up or down (as the case may be) by two percent (2%) during the first year of that term, the Tipping Fee would be increased or decreased (as the case may be) for the second year of the 10-year term by \$1.79 to \$91.36 or \$87.78 (as the case may be).

5.) Disposition of Bypass Waste. In the event that there is Acceptable Waste that is under the Municipality’s Control that is delivered to, or is intended to be delivered to, the PERC Facility as provided pursuant to the terms of this Agreement and the PERC Facility is unable to accept such Acceptable Waste (the “Bypass Waste”) then the following conditions and terms shall apply:

(a) All such Bypass Waste shall be transported to the Juniper Ridge Landfill located in Old Town, Maine (the “Juniper Ridge Landfill”).

(b) In the event that the Juniper Ridge Landfill cannot, or will not, accept the Bypass Waste, then, at the option of the Municipality, such Bypass Waste may be transported to the North Country Landfill operated by Casella Waste System and located in Bethlehem, New Hampshire (the “Backup Facility”). Both PERC and the Municipality agree that, in the event the Municipality elects to have the Bypass Waste transported to the Backup Facility, then the Municipality shall pay for any and all costs associated with transporting the Bypass Waste to the Backup Facility.

(c) In the event that PERC sends the Bypass Waste to the Juniper Ridge Landfill on a temporary basis for whatever reason, including, but not limited to, the PERC Facility being out of service for maintenance or repairs or as the result of a Force Majeure, the Tipping Fee for the Bypass Waste shall be the then existing Tipping Fee under this Agreement as determined pursuant to Section 4 of this Schedule A.

(d) In the event that PERC sends the Bypass Waste to the Juniper Ridge Landfill or the Backup Facility because of the permanent closing of the PERC Facility, the Tipping Fee payable to PERC shall be Sixty Dollars (\$60.00) per ton, which is the Tipping Fee specified in a contract between PERC and Casella Waste Management dated December 15, 2016 (the “Bypass Tipping Fee”).

(e) On April 1, 2019, and on each April 1<sup>st</sup> thereafter throughout the Term of this Agreement, , the Bypass Tipping Fee shall be adjusted, either up or down (as the case may be), by a percentage equal to the percentage of change in the CPI for the most

recently released 12-month period preceding the date of each such adjustment. 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.

6.) 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.



# PERC HOLDINGS, LLC

April 14, 2016

Roger Raymond, Town Manager  
Town of Hermon, Maine  
PO Box 6300  
Hermon, ME 04402

RE: PERC's Waste Disposal Agreement with a Start Date of April 1, 2018

Roger,

Thanks again for making the time to discuss the terms of the proposed PERC Waste Disposal Agreement. This letter is to clarify and confirm PERC's position on the issues discussed and agreed to during your meeting with PERC Holdings and Casella.

1) *Section 5-Necessity of Delivery Obligations*

As discussed, PERC is successfully pursuing contractual agreements that provides access to a large amount of commercial MSW tons from the central Maine area. PERC does not require the condition precedence of a minimum commitment of 180,000 by the target date of Feb 18, 2017 for the commencement of the Delivery Agreement. I would suggest that we modify this section to remove the tonnage and date requirement as a condition precedence for PERC but retain the option of the municipalities if still necessary.

2) *Contingent Operating Plan for PERC Bypass or Closure*

The PERC facility consists of two separate operating sections; up front processing and thermal generation of energy. In the case of any prolonged outage or necessary bypass, PERC's configuration will still allow MSW to be accepted, processed and then transferred out for final disposal at an alternative facility.

The ability to internally trans-load MSW from the tipping floor into transfer trailer units and pricing differential of the land disposal contract should serve to eliminate or greatly minimize any temporary additional transportation expense necessary to meet the service commitment to PERC's municipal customers.

Due to the fuel price variables involved in transportation, it is difficult to project rates or percentages of any increases. PERC currently has local transportation contracts in place that can be modified for this transfer contingency and can include price protections and limiting factors. PERC will share these terms to demonstrate all cost reduction efforts to our customers.

I hope this addresses your questions.

As always please let me know if you have any questions or concerns.

Sincerely,



Kevin Tritz  
PERC HOLDINGS, LLC

#2.  
6/9/16



## SITE LOCATION AGREEMENT

This Site Location Agreement (the "Agreement") sets forth the terms under which you, **The Town of Hermon**, with a mailing address of PO Box 6300, Hermon Maine 04402, as the "Owner", agree to allow **Redzone Wireless, LLC** a Maine Limited Liability Company with a place of business at 91 Mechanic St, Suite 404, Rockland, Maine 04841 ("Redzone") to locate, install, operate, maintain, repair and replace the Network Equipment (as defined and described below) in, around, and on structures and/or premises owned or leased by The Hermon Mountain Ski Area located at **Newburgh Road, Hermon Maine 04401**.

I. **LOCATION.** Owner hereby grants to Redzone, during the Term of this Agreement, a non-exclusive right and easement to: (a) locate, install, operate, maintain, repair and replace materials and equipment to be installed on, atop, adjacent and/or near the Building in such locations and configurations as Redzone may designate, to be fixed initially upon the completion of installation of the Equipment (as that term is defined below), including sled mount with antennas, mounts, cabinet, necessary conduit from electrical room to rooftop, UPS battery backup and any other materials and/or system components as may be used by Redzone from time to time in connection with Redzone's use of the Building site for data transmission (collectively, the "Equipment") in such areas in and on the Building as Redzone reasonably deems appropriate for the effective operation of the Equipment; and (b) access the Equipment via the interior and exterior of the Building at the following times: (i) for non-emergency matters, after reasonable advance notice, on weekdays between the hours of 6:00 am and 7:00 pm and (ii) for emergency matters, after as much advance notice as possible, twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year.

II. **PAYMENT.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Redzone agrees to pay Owner, Town of Hermon, the total sum of five hundred dollars (\$500.00) per month, with two hundred fifty dollars (\$250.00) of the total amount per month, fifty percent (50%) of payment, going to the property owner, Hermon Mountain Ski Area.

III. **TERM.** This Agreement shall commence on May 1, 2016 and shall continue for a period of five (5) years (the "Initial Term"). Thereafter, this Agreement shall be automatically renewed, on the same terms and conditions, for additional, successive five (5) year periods (each, a "Renewal Term") so long as Redzone is providing subscriber services to at least one (1) customer other than Owner with service through the Equipment located at the Building at the time of renewal. The Initial Term and any Renewal Term are referred to herein collectively as the "Term."

IV. **EQUIPMENT OWNERSHIP.** The Equipment and any other personal property installed or placed in or on the Building by Redzone shall at all times belong to Redzone and shall be there at the sole risk of Redzone. Under no circumstances shall the Equipment become a fixture or permanent part of the Building and any Equipment located by Redzone may be removed or replaced from time to time at Redzone's option. Redzone shall not be liable for interruptions in service to Owner during any repair or replacement of Equipment. Owner shall not be liable for any damage, theft, misappropriation or loss thereof, except to the extent that such damage, theft, misappropriation or loss is due to Owner's gross negligence or willful misconduct. Upon termination or expiration of this Agreement, Redzone shall, upon written request by Owner, remove the Equipment and any related personal property from the Building and repair any damage caused by such removal.

V. **NON-DISTURBANCE.** Owner acknowledges and agrees that Redzone or its agents shall be the only party entitled to maintain and support the Equipment. Except for emergencies involving risk to the Building and/or the Equipment, under no circumstances shall Owner or its agents handle, maintain or work with the Equipment in any manner nor interrupt the power supply to the Equipment. Except for the emergency situations noted above, Owner agrees to notify Redzone promptly of any apparent failures or malfunctioning in the Equipment. Owner shall not engage in nor allow any activity in or use of the Building that shall interfere with the Equipment or the receipt or transmission of data by Redzone and shall observe Redzone's directions in the event that any such interference is created.

VI. **OWNER'S OWNERSHIP WARRANTY.** Owner hereby represents and warrants to Redzone that: i) Owner owns or leases the Building and that under such ownership or lease arrangement, Owner is duly authorized to grant these license rights and execute this Agreement without condition and without providing notice to or obtaining the consent of any third party; and (ii) the execution of this Agreement shall not give rise to any restriction or obligation on Owner's performance hereunder nor any obligation to or rights in favor of any third party.

VII. **LIMITATION OF LIABILITY.** EXCEPT FOR INSTANCES OF INTENTIONAL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, INCIDENTAL OR SIMILAR DAMAGES OF ANY KIND WHATSOEVER, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, ARISING OUT OF THIS AGREEMENT OR ANY SERVICES OR EQUIPMENT CONTEMPLATED HEREUNDER, EVEN IF SUCH PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

VIII. **INDEMNIFICATION.** Redzone agrees to defend, indemnify and hold Owner harmless from any loss, cost, damage or expense (including reasonable attorneys' fees) arising from the installation, operation, maintenance and repair of Redzone's Equipment, except to the extent that such loss, cost, damage or expense is due to the negligence or willful misconduct of Owner or its employees, agents or invitees.

IX. **TERMINATION.** This agreement and the transactions contemplated herein may be terminated (i) upon mutual written consent; (ii) by either party at the end of any Term, by providing one hundred eighty (180) days written notice to the other party; (iii) by Redzone, with written notice to Owner, for breach of any section of this agreement by Owner, where Redzone has notified Owner of the breach, and Owner has failed to cure within thirty (30) days of receipt of the written notice; (iv) by Owner, with written notice to Redzone, for breach of any section of this agreement by Redzone, where Owner has notified Redzone of the breach and Redzone has failed to cure within thirty (30) days of the receipt of written notice.

X. **INDEPENDENT CONTRACTORS.** It is expressly agreed that Owner and Redzone are acting under this Agreement as independent contractors, and the relationship established under this Agreement shall not be construed as a partnership, joint venture or other form of joint enterprise, nor shall one party be considered an agent of the other. Neither party is authorized to make any representations or create any obligation or liability, expressed or implied, on behalf of the other party, except as may be expressly provided for in this Agreement.

XI. **HEADINGS.** The headings of the sections of this Agreement are for convenience only and shall not be a part of or affect the meaning or interpretation of this Agreement.

XII. **ENTIRE AGREEMENT; AMENDMENTS.** This Agreement contains the entire agreement between the parties and supersedes all prior and contemporaneous discussions, understandings and writings by and between the parties and relating to the subject matter hereof. None of the terms of this Agreement shall be deemed waived by either party or amended or supplemented unless such waiver, amendment or supplement is specified in a written amendment to this Agreement that is signed by both parties.

XIII. **SUCCESSORS AND ASSIGNS; ASSIGNMENT.** The terms of this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns, and shall, upon recording, run with the land and bind any successor to Owner who may buy the Building. Redzone's rights, although held in gross, may be assigned in whole or in part without further consent of the Owner, and Owner may assign this Agreement upon sale of the Building without further consent of Redzone, provided, however, that the assigning party must provide the other party with written notice of such assignment.

XIV. **GOVERNING LAW.** This Agreement shall be governed by, subject to and construed in accordance with the laws of the State of Maine without reference to its provisions relating to conflict of laws.

XV. **NOTICES.** All notices, requests and other communications hereunder shall be deemed to have been duly given if the same shall be in writing and shall be delivered personally, sent by registered or certified mail, postage prepaid, or via email transmission to the address set forth below with evidence of receipt by the primary addressee, as the case may be. If delivered by hand, the date on which a notice is actually delivered shall be deemed the date of receipt and if delivered by mail or email, the date on which a notice is actually received or the third day after the notice is mailed or emailed, whichever occurs first, shall be deemed the date of receipt. Either party may change the address for receiving notices by providing notice in accordance with this Section.

Town of Hermon Contact Information

Roger Raymond  
Town of Hermon  
PO Box 6300  
Hermon, ME 04402  
Phone: 207-848-1044

Redzone's Contact Information

James F McKenna  
Redzone Wireless, LLC.  
91 Mechanic Street, Suite 404  
Rockland, ME 04841  
Email: jim@redzonewireless.com  
Phone: 207-596-5700  
Cell Phone: 207-610-0504

XVI. **SEVERABILITY**. The invalidity or unenforceability of any particular provision of this Agreement, as determined by any court of competent jurisdiction or any appropriate legislature or governmental agency, shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision had been omitted.

XVII. **SURVIVAL**. The terms and conditions of this Agreement shall survive any change in ownership or control of the Building. Owner agrees to provide Redzone with at least ninety (90) days advance written notice of any imminent sale or transfer involving the Building and the appropriate contact information for such a transferee.

**Redzone Wireless, LLC**

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

James F McKenna  
President & CEO

5-11-16

**Town of Hermon**

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

Roger Raymond  
Town Manager

## GROUND AGREEMENT

This Agreement is made and entered into as of the 17 day of Dec, 2007, by and between William Whitcomb and Marlene Whitcomb, hereinafter referred to as (Landlord), and the Town of Hermon, Maine, or its assigns, hereinafter referred to as (Tenant).

In consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

1. Option to Agreement.

(a) Landlord hereby grants to Tenant an option ("the Option") to install necessary equipment to support the tenant's Wireless Internet Network, hereinafter referred to as the (the "Network").

(b) The Tenant is allowed to run sufficient wires to the top of the Mountain to provide electric utility service. It is agreed that the wires will be run on the poles designated by the Landlord. Alternate means of installing electric utility service must be agreed to in writing by both parties.

(c) The Landlord and Tenant agree that some poles may need to be located to provide necessary electrical service. These poles will only be placed upon written permission of the Landlord in mutually agreeable locations.

(d) All lines or utilities can not cross the path of the ski-lift and must be underground.

(e) The area needed by the tenant for equipment is minimal. The Tenant will submit the design, dimensions, and location of Tower and support structures which must be agreed to in writing by the Landlord.

(f) During the period of this agreement or any extension thereof, the Tenant, its agents, engineers, surveyors, other representative will have the right to enter on the Landlords parcel to inspect, examine, conduct testing, maintain equipment, or other geological or engineering test or studies of the parcel to obtain licenses, permits, or approvals. The Tenant agrees to give 24 hours notice of such entry and shall be on foot only or by a company or person's approved by the Landlord.

2. Entry to the Premises. Tenant shall be entitled to enter on foot at any time onto the premises.

(a) Landlord must be notified of all entry and if the Landlord or his representative is unavailable a message shall be left at all these numbers (848-5192, 567-3238, and 862-3575) stating the date and time of entry. Notice must be given in writing by the Landlord if any of these numbers change.

(b) If at anytime equipment or supplies that are larger than what can be carried by a person the Tenant will contact the Landlord or his representative. The Landlord agrees that with 24 hours notice access on the parcel with necessary equipment will be allowed.

(c) All construction on the premises must be by a contractor preapproved by the Landlord in writing.

(d) If at anytime the Tenant constructs a Tower it shall be for the sole use of the Tenant. Any other unassociated

use to the Tenant shall be prohibited unless agreed to in writing by both parties.

3. Use of the Premises. Tenant shall be entitled to use the Premises to construct, operate, modify as necessary, and maintain thereon a wireless network, tower, one equipment buildings, and a security fence, together with all necessary lines, anchors, connections, devices, and equipment for the transmission, reception, encryption, and translation of voice and data signals by means of radio frequency energy and landline carriage. With the exception of the lines and anchors, all equipment and buildings as mentioned above must be contained within the security fence.

4. Term of Agreement. In the event Tenant exercises the Option, the initial Agreement term will be five (5) years (the "Initial Term"), commencing upon the Commencement Date, as defined below. The Initial Term will terminate on the last day of the month in which the fifth annual anniversary of the Commencement Date occurred.

6. Option to Renew. The term of this Agreement shall automatically extend for up to five (5) additional terms of five (5) years each, upon a continuation of all the same provisions hereof, unless Tenant gives Landlord written notice of Tenant's intention to terminate the Agreement at least sixty (60) days before the expiration of the term then present at the time of such notice.

7. Option to Terminate. Tenant shall have the unilateral right to terminate this Agreement at any time by giving written notice to Landlord of Tenant's exercise of this option with 60 days notice and removal of all equipment from the parcel within 180 days.

8. Base Rent. Commencing on the date that Tenant commences construction (the "Commencement Date"), Tenant shall pay Base Rent to Landlord in the amount of \$49.95 per month, which shall be due upon signing and then annually thereafter. Landlord shall specify the name, address, and taxpayer identification number of a sole payee who shall receive rent on behalf of the Landlord. Rent will be prorated for any partial month. If the Tenant provides wireless service to more than one location owned by the Landlord than rent shall increase by \$29.95 per month per location.

9. Utilities. Tenant shall solely and independently be responsible for all costs of providing utilities to the Premises, including the separate metering, billing, and payment of utility services consumed by Tenant's operations. Unless otherwise agreed to in writing by the Landlord.

10. Property Taxes.

(a) Tenant shall pay the personal property taxes levied against the Improvements and the real estate taxes levied against the land underlying the Parcel. If the classification of the land for tax purposes changes as a result of Tenant's commercial use, then Tenant shall be responsible for increases attributable to such commercial use. Increases in property values reflected in Landlord's property tax bill received after the first assessment date following Tenant's completion of construction shall be deemed to best indicate the impact attributable to Tenant.

(b) Although Tenant will be receiving a separate tax bill for its personal property, the parties assume that the Parcel will not be eligible for a separate assessor's parcel number. Therefore, Tenant shall contribute to the payment of real estate taxes on the underlying land promptly following Landlord's demand therefor, provided that Tenant's proportionate share shall be computed as follows: Area of Parcel, divided by area of total tract shown on tax bill, times total tax attributable to land only. The parties agree to cooperate in good faith to identify the portion of Landlord's property tax increases for which

Tenant is fairly responsible, and Tenant agrees to subsidize such increases.

(c) Landlord's requests to Tenant for contribution or reimbursement of property taxes should be addressed to 126 George Road, Prospect ME, 04981. All requests must be accompanied by a copy of Landlord's tax bill. Tenant shall comply with requests for contribution by issuing a check for Tenant's proportionate share made payable to the tax collector. Tenant shall comply with requests for reimbursement by issuing a check to Landlord, provided that a paid tax receipt accompanies such request.

(d) Tenant shall have the right, but not the obligation, to pay Landlord's real estate taxes on the underlying land if the same become delinquent, to ensure that Tenant's interest does not become extinguished. Tenant shall be entitled to take a credit against rent for the portion of Landlord's taxes which it was not Tenant's obligation to pay; as such amount shall reasonably be substantiated.

14. Repairs. Tenant shall be responsible for all repairs of the Improvements, and may at its own expense alter or modify the Improvements to suit its needs consistent with the intended use of the Premises, subject to Landlord's right to select contractor for such repairs and pursuant to the rules for entry onto the parcel as outlined in Paragraph 2.

15. Mutual Indemnification. Tenant shall indemnify and hold Landlord harmless from and against any loss, damage, or injury caused by, or on behalf of, or through the fault of the Tenant, or in any way resulting from Tenant's presence upon Landlord's lands, Landlord shall indemnify and hold Tenant harmless from and against any loss, damage, or injury caused by, or on behalf of, or through the fault of the Landlord. Nothing in this Article shall require a party to indemnify the other party against such other party's own willful or negligent misconduct.

16. Insurance. Tenant shall continuously maintain in full force and effect a policy of commercial general liability insurance with limits of \$400,000 Dollars covering Tenant's work and operations upon Landlord's lands.

17. Monetary Default. Tenant shall be in default of this Agreement if Tenant fails to make a payment of rent when due and such failure continues for fifteen (15) days after Landlord notifies Tenant in writing of such failure.

18. Opportunity to Cure Non-Monetary Defaults. If Landlord or Tenant fails to comply with any non-monetary provision of this Agreement which the other party claims to be a default hereof, the party making such claim shall serve written notice of such default upon the defaulting party, whereupon a grace period of 30 days shall commence to run during which the defaulting party shall undertake and diligently pursue a cure of the default. Such grace period shall automatically be extended for an additional 30 days, provided the defaulting party makes a good faith showing that efforts toward a cure are continuing.

19. Assignment of Agreement by Tenant. This Agreement and the Premises hereunder shall not be assignable by the Tenant. The Tenant is allowed to enter into separate agreements for support service but the agreement to use of the parcel is exclusive to the Tenant.

20. Execution of Other Instruments. Landlord agrees to execute, acknowledge, and deliver to Tenant other instruments respecting the Premises, as Tenant or Tenant's lender may reasonably request from time to time, provided that any such instruments are in furtherance of, and do not substantially expand, Tenant's rights and privileges herein

established. Such instruments may include a memorandum of Agreement which may be recorded in the county land records. Landlord also agrees to reasonably cooperate with Tenant's efforts to obtain all private and public consents related to Tenant's use of the Premises, as long as Landlord is not expected to bear the financial burden of any such efforts.

21. Removal of Improvements. The Improvements are agreed to be Tenant's personal property and shall never be considered fixtures to the real estate. Tenant shall at all times be authorized to remove the Improvements from the Premises. Upon the expiration or earlier termination of this Agreement, Tenant shall, at Tenant's expense, remove any aboveground Improvements, and below ground improvements to 12" below grade, from the Premises. If Landlord's adjacent lands are used by Tenant during removal of Improvements, Tenant shall return Landlord's adjacent lands to its condition existing before such use, within six months.

22. Quiet Enjoyment. Landlord covenants that Tenant shall have quiet and peaceable possession of the Premises throughout the Agreement term as the same may be extended, and that Landlord will not intentionally disturb Tenant's enjoyment thereof as long as Tenant is not in default under this Agreement.

23. Subordination. Tenant agrees to subordinate this Agreement to any mortgage or trust deed which may hereafter be placed on the Premises, provided such mortgagee or trustee thereunder shall ensure to Tenant the right to possession of the Premises and other rights granted to Tenant herein so long as Tenant is not in default beyond any applicable grace or cure period, such assurance to be in form reasonably satisfactory to Tenant. If requested by Tenant, Landlord agrees to use Landlord's best efforts to assist Tenant in obtaining from any holder of a security interest in the land underlying the Premises a non-disturbance agreement in form reasonably satisfactory to Tenant.

25. Environmental Warranty. Landlord hereby represents and warrants to Tenant that Landlord has never generated, stored, handled, or disposed of any hazardous waste or hazardous substance upon the Parcel, and that Landlord has no knowledge of such uses historically having been made of the Parcel or such substances historically having been introduced thereon.

26. Legal Actions: The Landlord and Tenant agree that if at anytime a dispute arises under this agreement where the parties can not come to a mutually agreeable resolution then the contract will be void 90 days from the date that either party notifies the other that a resolution can not be reached. Further both parties waive the right to seek legal recourse and all fees associated with a dispute will be the responsibility of each party.

27. Binding Effect. All of the covenants, conditions, and provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

28. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings or oral or written agreements between the parties respecting the within subject matter.

29. Modifications. This Agreement may not be modified, except in writing signed by the party against whom such modification is sought to be enforced.

30. Non-binding until Full Execution. Both parties agree that this Agreement is not binding on both parties until both parties execute the Agreement.

31. Conditions Precedent. This Agreement and Tenant's rights and obligations hereunder, including the right of possession of the Premises and the obligations to pay rent or liquidated damages, are expressly conditioned upon and subject to the following:

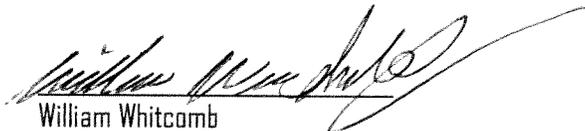
- a. Tenant must receive all necessary local, state, and federal governmental approvals relating to Tenant's intended use of the Premises;
- b. Tenant's technical reports must establish to Tenant's exclusive satisfaction that the Premises are capable of being suitably engineered to accomplish Tenant's intended use of the Premises;
- c. Tenant's title insurer must determine that Landlord owns good and clear marketable title to the land underlying the Premises, and that such title is free from encumbrances and restrictions which would interfere with Tenant's intended use of the Premises or would impair Tenant's ability to pledge the Parcel as collateral to secure debt financing.

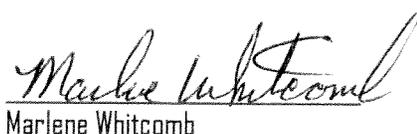
32. A temporary plan with a description and design will be presented by the Tenant to the Landlord. The temporary service will be utilized until September 1, 2008. The Landlord must agree in writing to the temporary plan.

Signature Page

IN WITNESS WHEREOF, the parties hereto bind themselves to this Ground Agreement as of the day and year first above written.

LANDLORD: William and Marlene Whitcomb

  
William Whitcomb

  
Marlene Whitcomb

STATE OF MAINE  
PENOBSCOT, ss.

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that **William Whitcomb and Marlene Whitcomb**, known to me to be the same persons whose names are subscribed to the foregoing Ground Agreement, appeared before me this day in person and (severally) acknowledged that they signed the said Agreement as their free and voluntary act for the uses and purposes therein stated.

Given under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2007

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

TENANT: TOWN OF HERMON

By: 

Name: Clinton E. Deschene

Title: Town Manager

Hereunto Duly Authorized

Federal ID No.: 01-6000200

STATE OF MAINE

PENOBSCOT, ss.

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that **Clinton Deschene**, known to me to be the same person whose name is subscribed to the foregoing Ground Agreement, appeared before me this day in person and (severally) acknowledged that he signed the said Agreement as his free and voluntary act for the uses and purposes therein stated.

Given under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2007

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

#3. 6/9/16

**Coastal Traffic, Inc.**  
1 Morgan Way  
Unit #1  
Cape Neddick, ME 03902

# QUOTATION

Quote Number: SP800-DFS-Rev1  
Quote Date: May 26, 2016  
Page: 1

Voice: 207-432-5713  
Fax: 207-361-2017

**Quoted To:**  
Bobbie Pelletier  
85 Hmmond St  
Bangor, ME  
USA

Customer ID	Good Thru	Payment Terms	Sales Rep
ME-HERMON	6/25/16	Net 30 Days	

Quantity	Item	Description	Unit Price	Amount
1.00	EA	Safespace SP800 Radar Speed Sign-Solar Powered Optional Trailer	6,999.00	6,999.00
1.00	EA	Safespace Cruiser LT Trailer-Specifically for SP800 Optional Accessories	4,499.00	4,499.00
1.00	EA	GSM Modem w/ Data for remote access to the SP800 from the web URL streetsoncloud	400.00	400.00
1.00	EA	Network Fee (Annual Charge) Shipping Included (Hermon Maine) Please allow 45days	375.00	375.00

5/31/16  
↳ Dropped price of  
Trailer -200.00 to 4,299.00  
  
12,073.00 Total  
- 375.00 Network Fee  
\$11,698 Plus free shipping  
  
- Will send new quote with  
adjustment.

Subtotal	12,273.00
Sales Tax	
<b>TOTAL</b>	<b>12,273.00</b>

-200 Trailer  
- 375 Netw.  
\$11,698



# Quote

Traffic Safety Corp.  
2708 47th Avenue  
Sacramento, CA 95822  
Phone: 916-394-9884  
Fax: 916-394-2809  
www.xwalk.com

Customer Number: 02-QUOTEME

Quote Number: 0057222

Quote Date: 5/3/2016

Expires On: 6/2/2016

Salesperson: Jennifer Kay  
jennifer.kay@xwalk.com

**Bill To:**  
Town of Herman  
bpelletier@penobscot-sheriff.net  
**Confirm To:**  
Bobbie Pelletier

**Ship To:**

**Notes:** 207-570-0107

Item / Description	UOM	Qty Quoted	Price	Amount
SI-SP800-S Safe Pace 800 Message Board And Speed Display Sign Solar Powered. MUST BE TRAILER MOUNTED	EA	1.00	6,999.00	6,999.00
SI-SP800CLT LT Cruiser for SP800 Radar Sign	EA	1.00	3,999.00	3,999.00
SI-SP-DATA Data Collection Software One per sign OPTIONAL	EA	1.00	400.00	400.00

**Freight at Customer's Expense**

**Thank you for considering us!!**

Please contact us with any questions.  
Terms and conditions apply. All prices are in U.S. dollars.

For Traffic Safety Warranty information: [http://www.xwalk.com/pages/sys\\_warranty.htm](http://www.xwalk.com/pages/sys_warranty.htm)

Net Order:	11,398.00
Freight:	440.00
Sales Tax:	0.00
<b>Order Total:</b>	<b>11,838.00</b>

## **SAFEPACE 800 Radar Speed Sign and Message Board**

### **MESSAGE BOARD:**

Message Board is 42.5"(H) x 31" (W) . 5" (D).

Radar Speed Display and or Variable Message Board.

Can be rotated from a vertical position (radar display) to horizontal (message board display).

Can display any text, graphic, or animated message.

Can display up to four rotating messages at a time.

Can change the sign message based on scheduling and driver behavior. Scheduling available 24/7 365.

Operating Temperatures -40F to 185F.

Weatherproof, NEMA 4x-12, IP 65 level compliant.

Total 1322 LED Message Board.

Ambient Light Sensor with automatic brightness adjustment.

Speed Violator Stobes on Message Board to gain motorists attention that they are exceeding posted speed limit.

### **COMMUNICATION:**

Bluetooth 4.0 (Standard)

WIFI (Optional)

### **PROGRAMMING:**

SafePace Pro Management Software.

Display On/Stealth Mode (In Stealth Mode speed is not displayed but data is collected).

Will Display Minimum Speed and Maximum Speed.

Digit Flashing Speed Threshold (Digits will flash above selected speed).

Message Flashing Speed Threshold (Message will flash above selected speed).

4 Standard Pre-Programmed messages: "SPEED LIMIT, YOUR SPEED, SLOW DOWN, TOO FAST"

4 Custom Message Slots.

**PROGRAMMING (Continued):**

1 Custom Animation Slot.

2 Speed Violator Strobes (pulse strobes flash with digits or alone when speed threshold exceeded.

Online software/download updates.

**DATA COLLECTION:**

Traffic data collected and stored by location.

Stealth Mode (capture baseline traffic data with speed display off).

Download from Message Board to computer through wireless connection.

Statistical Reporting and Charts:

- Summary Reports
- Weekly Reports
- Period Comparison Reports
- Full Custom Reports and Charts
- Reporting Parameters
  1. Average Vehicle Count
  2. Total Vehicle Count
  3. Average Speed
  4. Average Number of Speed Violators
  5. Total Number of Speed Violators
  6. Analyze through statistical reports when the prime time of day is to catch violators based on previous speeds.

**POWER:**

Powered by Battery with attached Solar Panel Rechargeable

**WARRANTY:**

For TWO (2) calendar years on message board/radar sign.

For ONE (1) calendar year on the battery.

## **SAFEPACE Cruiser LT Compact Trailer**

### **TRAILER:**

Lightweight for Improved Mobility

Less Than 3 minute Deployment

Easy to Transport

A Simple crank shaft system allows you to raise and lower the sign face (SafePlace 800)

The radar sign can be rotated in any direction, allowing you to park the trailer in any position and turn the sign face toward traffic. Sign face can also be rotated for wind protection for transport.

Speed limit sign with changeable numbers comes with the trailer for display of posted speed limit.

Enamel coated finish on trailer for rust protection.

### **WARRANTY:**

Two (2) year warranty on parts and labor excluding damage from vandalism, abuse or theft.

### **OVERALL DIMENSIONS:**

Overall width: 51"

Overall length: 92"

Height in deployed position: 118"

Travel height, down position: 77"

Gross trailer weight: 425 lbs.

Tire size: 12"

Trailer lights: Sealed beam



Trailer with radar/message board in down transport position



Trailer with message board activated

Photo of SafePlace Cruiser LT Trailer and SafePace 800 Message Board



Display showing message board and radar sign



Animation posted on sign for display of school zones or caution warning of foot traffic





6/3/16

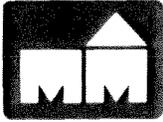
Memo re: PW Garage and Recreation storage building estimate for power installation.

Roger,

At both project locations listed above, power needs to be brought to the buildings. RSJ Electric has offered to secure the necessary permits, install the meter packs, install SEC wire hoods, pound ground rods and make connections to the panels in order to service the Public works and Recreational buildings for an estimated amount not to exceed \$1,500.

Respectfully,

Scott Perkins  
Town of Hermon



**MAINE MUNICIPAL ASSOCIATION**

***Risk Management Services***

60 Community Drive  
PO Box 9109  
Augusta, Maine 04332-9109

#5.  
6/9/14

**Telephone No.**  
(207) 626-5583  
(800) 590-5583 Maine Only  
RMS Fax (207) 626-0513  
Fax (207) 624-0127

May 24, 2016

Michael Simmons  
Town of Hermon  
327 Billings Rd  
Hermon, ME 04401

RE: Safety Enhancement Grant Application for May 2016

Dear Mr. Simmons:

The selection committee has reviewed your application and is pleased to approve your request. This grant is to be used exclusively for purchasing twenty pairs of Turnout Gear Hoods and Gloves, as stated in your application.

The grant is intended to cover two-thirds of your cost up to, but not exceeding \$794.53. When your project is complete, please send us proof of payment (cancelled check, treasurer's warrant, "paid" stamped invoice, etc.) so that reimbursement can be made. The grant must be used within one year from the date of this letter or it will be withdrawn.

If you have any questions, please call Jennette Holt at 624-0140 or contact me directly at 624-0165. Congratulations on your grant! We appreciate your interest in workplace safety.

Sincerely,

Donald Vickery  
Assistant Director  
Risk Management Services

cc: Roger Raymond, PO Box 6300

# Ce. 6/9/11

<i>Internal Use Only</i>	
	TEDOCS #: _____
CT#: _____	CSN#: _____

**STATE OF MAINE DEPARTMENT OF TRANSPORTATION  
MUNICIPAL PARTNERSHIP AGREEMENT**

**WIN: 21926.09 Hermon, Newburgh Road  
REGARDING a Rehabilitation Project**

This Cooperative Agreement (AGREEMENT) is entered into by and between the MAINE DEPARTMENT OF TRANSPORTATION (“MaineDOT”), an agency of state government with its principal administrative offices located on Child Street, Augusta, Maine, and the Town of Hermon (“Hermon”), a municipality in the State of Maine with offices located at 333 Billings Road, P.O. Box 6300, Hermon, ME.

**WHEREAS**, Newburgh Road (C527K) is in need of a rehabilitation project to prolong the life of the highway infrastructure.

**WHEREAS**, Hermon shall develop and oversee a rehabilitation project on the Newburgh Road beginning at the entrance to Jackson Beach Park and extending northerly 2.27 miles to the intersection of the Klatte Road. The Town estimates the cost to do the rehabilitation project (full depth pavement reclamation with HMA overlay and drainage improvements, including ditching and culvert replacements) on the Newburgh Road to be \$721,968.00. MaineDOT and the Town of Hermon have agreed to cost share in the development and construction of the project.

**THE TOWN OF HERMON SHALL:**

- A. Procure all contracts for and oversee Project on Newburgh Road for the work outlined above.
- B. Cause such Work in accordance with a design by an engineer licensed in the State of Maine. The Licensed Engineer shall provide a certification to the Municipality and to MaineDOT that, in his/her professional opinion, the Project as designed will provide a smooth ride, not reduce the safety, mobility, or structural quality of the state [state aid] road. All design documents must be stamped and signed in accordance with this provision by the Professional Engineer.
- C. Agrees to secure all necessary Federal, State and Local permits necessary to complete the Work. Hermon also agrees to secure any needed property rights in accordance with all applicable State and Federal Law.
- D. Agrees that any exceptions to State Design Standards shall be documented as part of this process. This documentation shall compare the new design to the existing conditions for each of the exceptions to current design standards. Any such exceptions shall be displayed on the cover sheet for the Project plans with the signature and PE stamp of the engineer responsible for the design of the Project.
- E. Be responsible, within the Project limits, for the following:

- a. Ensuring that the safety of the corridor and the life of the resulting structural and design elements are equal to or better than existing conditions and design;
  - b. Ensuring that the structures, roadways and/or design features affected by the Project work shall, at a minimum, be of equal dimensions to the existing features or structures and shall be of improved quality in terms of materials and utility;
  - c. Ensuring that the Project does not introduce any unanticipated safety hazards to the traveling public;
  - d. Ensuring that the Project retains the same level of mobility or improves mobility of travel within the corridor;
  - e. Ensuring that the Project does not in any manner decrease the life expectancy of this component of Maine's transportation system; and,
  - f. Ensuring the project meets the most recent Americans with Disabilities Act of 1990 (ADA) design requirements.
- F.** Provide certification through their Engineer to MaineDOT that the Project is complete and was constructed as designed.
- G.** Ensure that construction shall commence within twelve (12) months and shall be certified complete within twenty (20) months of execution of this agreement. Hermon may forfeit the unpaid balance of this grant if these deadlines are not met or they cannot demonstrate earnest and good faith efforts to meet them.
- H.** Be responsible for or cause its contractors to be responsible for all damage to public or private property of any kind resulting from any act, omission, neglect or misconduct of Hermon or its contractors, including damage to vehicles passing through the Project limits.
- I.** Bear all risk of loss relating to the Project and the Work regardless of cause.

**MAINEDOT SHALL:**

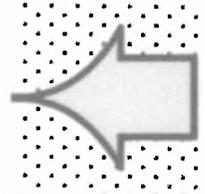
**Provide a maximum of \$360,984.00 in State funds supporting the project Work stated above.** Reimbursement will be made by the Department at a minimum of 1/3 project completion upon receipt of supporting cost documentation from the Municipality. Payments will be made per Appendix A, attached. The Department's Region Engineer shall review the costs and certify their eligibility prior to reimbursement of Municipal Partnership Initiative Funds. Payment by MaineDOT Municipal Partnership Initiative funds shall not exceed **\$360,984.00** or 50% of the actual costs incurred and paid by the Municipality.

The Town of Hermon and MaineDOT agree to function within all applicable laws, statutes, regulations, and AGREEMENT provisions; avoid hindering each other's performance; fulfill all obligations diligently; and cooperate in achievement of the intent of this AGREEMENT.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the parties hereto have executed this AGREEMENT in duplicate effective on the day and date last signed.

**TOWN OF HERMON**



**SIGN  
HERE**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Roger Raymond, Town Manager

**STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
David Bernhardt, PE  
Commissioner

**REIMBURSEMENT SCHEDULE:**

Upon 1/3 project completion the municipality may begin invoicing the Department. Preferred invoicing interval is 1/3, 2/3, final, the Department will accept monthly invoices after 1/3 project completion with a maximum invoice submittal not to exceed 5 invoices.

**DESIGN EXCEPTIONS REQUIRED:** \_\_\_ YES \_\_\_ X \_\_\_ NO

Design exceptions where required for this project. Please see attached approval from MaineDOT Chief Engineer outlining design exceptions.

<i>Internal Use Only</i>
TEDOCS #: _____
CT#: _____
CSN#: _____

**STATE OF MAINE DEPARTMENT OF TRANSPORTATION  
MUNICIPAL PARTNERSHIP AGREEMENT**

**WIN: 21926.10 Hermon, Coldbrook Road  
REGARDING a Pavement Preservation Project**

This Cooperative Agreement (AGREEMENT) is entered into by and between the MAINE DEPARTMENT OF TRANSPORTATION (“MaineDOT”), an agency of state government with its principal administrative offices located on Child Street, Augusta, Maine, and the Town of Hermon (“Hermon”), a municipality in the State of Maine with offices located at 333 Billings Road, P.O. Box 6300, Hermon, ME.

**WHEREAS**, Coldbrook Road (C531K) is in need of pavement preservation to prolong the life of the highway infrastructure.

**WHEREAS**, Hermon shall develop and oversee a pavement preservation project on Coldbrook Road beginning approximately 0.69 miles westerly of Odlin Road and extending westerly 1.14 miles. The Town estimates the cost to do a 1 1/4 inch overlay (with shim and drainage improvements, including ditching and culvert replacements) on Coldbrook Road to be \$346,300.00. MaineDOT and the Town of Hermon have agreed to cost share in the development and construction of the project.

**THE TOWN OF HERMON SHALL:**

- A. Procure all contracts for and oversee Project on Coldbrook Road for the work outlined above.
- B. Cause such Work in accordance with a design by an engineer licensed in the State of Maine. The Licensed Engineer shall provide a certification to the Municipality and to MaineDOT that, in his/her professional opinion, the Project as designed will provide a smooth ride, not reduce the safety, mobility, or structural quality of the state [state aid] road. All design documents must be stamped and signed in accordance with this provision by the Professional Engineer.
- C. Agrees to secure all necessary Federal, State and Local permits necessary to complete the Work. Hermon also agrees to secure any needed property rights in accordance with all applicable State and Federal Law.
- D. Agrees that any exceptions to State Design Standards shall be documented as part of this process. This documentation shall compare the new design to the existing conditions for each of the exceptions to current design standards. Any such exceptions shall be displayed on the cover sheet for the Project plans with the signature and PE stamp of the engineer responsible for the design of the Project.
- E. Be responsible, within the Project limits, for the following:
  - a. Ensuring that the safety of the corridor and the life of the resulting structural and design elements are equal to or better than existing conditions and design;

- b. Ensuring that the structures, roadways and/or design features affected by the Project work shall, at a minimum, be of equal dimensions to the existing features or structures and shall be of improved quality in terms of materials and utility;
  - c. Ensuring that the Project does not introduce any unanticipated safety hazards to the traveling public;
  - d. Ensuring that the Project retains the same level of mobility or improves mobility of travel within the corridor;
  - e. Ensuring that the Project does not in any manner decrease the life expectancy of this component of Maine's transportation system; and,
  - f. Ensuring the project meets the most recent Americans with Disabilities Act of 1990 (ADA) design requirements.
- F.** Provide certification through their Engineer to MaineDOT that the Project is complete and was constructed as designed.
- G.** Ensure that construction shall commence within twelve (18) months and shall be certified complete within twenty (36) months of execution of this agreement. Hermon may forfeit the unpaid balance of this grant if these deadlines are not met or they cannot demonstrate earnest and good faith efforts to meet them.
- H.** Be responsible for or cause its contractors to be responsible for all damage to public or private property of any kind resulting from any act, omission, neglect or misconduct of Hermon or its contractors, including damage to vehicles passing through the Project limits.
- I.** Bear all risk of loss relating to the Project and the Work regardless of cause.

**MAINEDOT SHALL:**

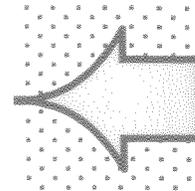
**Provide a maximum of \$173,150.00 in State funds supporting the project Work stated above.** Reimbursement will be made by the Department at a minimum of 1/3 project completion upon receipt of supporting cost documentation from the Municipality. Payments will be made per Appendix A, attached. The Department's Region Engineer shall review the costs and certify their eligibility prior to reimbursement of Municipal Partnership Initiative Funds. Payment by MaineDOT Municipal Partnership Initiative funds shall not exceed **\$173,150.00** or 50% of the actual costs incurred and paid by the Municipality.

The Town of Hermon and MaineDOT agree to function within all applicable laws, statutes, regulations, and AGREEMENT provisions; avoid hindering each other's performance; fulfill all obligations diligently; and cooperate in achievement of the intent of this AGREEMENT.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the parties hereto have executed this AGREEMENT in duplicate effective on the day and date last signed.

**TOWN OF HERMON**



**SIGN  
HERE**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Roger Raymond, Town Manager

**STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
David Bernhardt, PE  
Commissioner

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From:  "Gorneau, Aurele" <Aurele.Gorneau@maine.gov> 5/23/20...  

Subject: RE: Hermon Sidewalk Construction Schedule

To:  'Scott Braley' <scott@plymouthengineering.com>  
 **Roger Raymond**

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As we discussed, I think it would be reasonable to set the completion date to just before Thanksgiving, whether it is the Wednesday before or the Friday before. No need to stick to 90 days. As far as the overlay, the contractor will have plenty of time prior to Oct. 15<sup>th</sup> to complete the drainage, curb and shoulder work prior to paving I would think. The sequence outlined could work fine, but it is not clear if you are proposing to tell the contractor how to sequence the work or if we are just determining if it is possible. We do not want to dictate the contractor's operation beyond what is in the taming spec and general specs.

*Have a Great Day,*

**Aurele Gorneau, II**, Project Manager  
MaineDOT, Multimodal Program  
SHS 16, Child St.  
Augusta, ME 04333

Desk Phone: (207) 624-3553  
Cell Phone: (207) 592-4438

**From:** Scott Braley [mailto:scott@plymouthengineering.com]  
**Sent:** Monday, May 23, 2016 8:52 AM  
**To:** raymond@hermon.net  
**Cc:** GorneauII, Aurele  
**Subject:** Hermon Sidewalk Construction Schedule

Gents,

As we've discussed, Roger has requested a proposal for construction monitoring of the sidewalk project. That request brings into question the proposed construction timing for the project, so that I can give him a reasonably comfortable timeframe and cost.

In a discussion with Aurele, he suggests that the ROW work will be done by June 28. That in mind, the following schedule is what he and I discussed. I think we should discuss this further before I finalize documents to him this week.

ROW completion June 28  
Advertise for Bids week of July 11  
Receive bids week of August 1  
Provide bid tab and award request Week of August 8

**APPENDIX A**  
**PROJECT SCOPE AND COST SHARING**  
**MAINE DEPARTMENT OF TRANSPORTATION**

Municipal Partnership Initiative Project

**MUNICIPALITY OF HERMON**

PROPOSED IMPROVEMENTS TO: Newburgh Road

STATE PROJECT IDENTIFICATION NUMBER (WIN) 21926.09

**Project Scope:** Rehabilitation (full depth pavement reclamation, HMA overlay, and drainage improvements)

**Funding Outline:** The Total Project Estimated Cost is \$721,968.00, and the Parties agree to share costs through all stages of the Project under the terms outlined below.

Work Element	Municipal Share		State Share		Total Cost
	%	\$	%	\$	
Project Costs	50	360,984.00	50	360,984.00	721,968.00
<b>PROJECT SHARES</b>					
Total Cost of Additional Work above agreement estimate	100%				
<b>TOTAL ESTIMATED MUNICIPAL REIMBURSEMENT</b>		<b>360,984.00</b>			

**Non Zero Balance on All Accounts**

Tax Year: 2013-1 To 2013-4  
As of: 06/03/2016

# 8- 6/9/16

Acct	Name ----	Year	Original Tax	Payment / Adjustments	Amount Due
<b>No Non Lien Accounts</b>			0.00	0.00	0.00

**Payment Summary**

Type	Principal	Interest	Costs	Total
Total	0.00	0.00	0.00	0.00

**Non Lien Summary**

Total	0.00
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819 L	MERRY, TRUSTEE DEBRA	2013	2,329.30	-9.74	2,339.04
3707 L	PEREZ, HEIRS OF DANIEL J	2013	117.32	-9.74	127.06
2196 L	RAND, AMANDA	2013	169.91	-9.74	179.65
1002 L	WEBER, HEIRS OF HURLEY R & JEANNETTE m	2013	444.88	-16.48	461.36
<b>Total for 4 Accounts:</b>			3,061.41	-45.70	3,107.11

home-  
wonder  
oh  
mobile  
hon

**Payment Summary**

Type	Principal	Interest	Costs	Total
L - Lien Costs	0.00	0.00	-45.70	-45.70
Total	0.00	0.00	-45.70	-45.70

**Lien Summary**

2013-1	3,107.11
Total	3,107.11

<b>Total for 4 Accounts:</b>			3,061.41	-45.70	3,107.11
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