

BUCKSPORT INFRASTRUCTURE & PROPERTY COMMITTEE MEETING
6:00 P.M., THURSDAY, MAY 23, 2019
BUCKSPORT TOWN OFFICE

1. Call meeting to order
2. Roll Call
3. Request for benches/bathroom facility Miles Lane Trails
4. Request for purchase of property – Racecourse Road
5. Request for purchase of property – between Lot 50 & Lot 43 Forest Hills
 - a. Grier request for use of easement
6. Public Safety Building
 - a. Garage door sensors
 - b. Bay heaters
7. Zero Sort conversion
8. Adjournment

Committee Members:
Robert Carmichael Jr.
Paul Bissonnette
Paul Gauvin



Lessard, Susan <slessard@bucksportmaine.gov>

Proposal to Purchase Town Property

Henry Veilleux <veilleux.henry@gmail.com>
To: slessard@bucksportmaine.gov

Mon, May 13, 2019 at 12:14 PM

Subject: Proposal to Purchase Town Property

May 13, 2019

Susan Lessard

Town Manager

Town of Bucksport

Dear Ms Lessard,

I wish to propose to the council that Lionel Veilleux, my father, purchase the town owned property abutting his property; lot # 50, on the east and lot #43 on the west and bounded on the north by an extension of the current northern property line of lot #50 and on the south by the north end of Forest Hill.

Purchase of his property would benefit the Town of Bucksport by taking this property off the town's property list and back on the tax rolls. The sale would ensure that traffic on Forest Hill would remain limited.

The purchase would benefit the homeowner by giving the homeowner ownership of the property on which his driveway is located and ensuring that Woodland Heights and Forest Hill would not be connected.

Sincerely,

Henry David Veilleux

PO BOX 405

Bucksport, ME 04416

207-702-1753



Lessard, Susan <slessard@bucksportmaine.gov>

(no subject)

1 message

alba juric <albajuric477@gmail.com>
To: slessard@bucksportmaine.gov

Wed, May 15, 2019 at 8:00 PM

5/15/19
Ms. Susan Lessard
Town Manager
Town of Bucksport Maine 04416

Dear Ms Lessard,

I, Alba Veilleux-Juric and my husband Frank Juric are the sole caregivers to my 91 year-old father, Lionel Veilleux. We all reside at 85 Forest Hill, here in Bucksport as he cannot be left alone. When my father and mother built the house I am referring to, the town gave them permission to place his driveway on the town property. We would like to request that the town sell the property that the driveway occupies to Lionel. This sale would benefit the town by getting money from the sale and the property would return to the town tax base.

My father and husband both have health problems. We are concerned as a family that the driveway would not be clear at all times in case an emergency vehicle is needed. If the driveway was purchased from the town it would also prevent Forest Hill and Woodland Hts. from being connected. This would ensure less traffic in an area where people enjoy walking. Children walk in the summer to the town pool and also people enjoy the Miles Lane path behind our house.

Lionel has been a member of this community for over 65 years. He had a successful business in town, The Western Auto. He has been an active member in the community as well at St. Vincent de Paul Church. He has helped many people in need with his business. If somebody didn't have money for Christmas for their children he made sure it happened for them. I believe that my father deserves the opportunity to purchase the driveway.

Sincerely,
Alba Veilleux-Juric

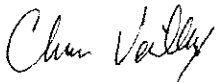
Charles Veilleux
801 Millvale Road
Bucksport, Maine 04416

04/13/2019
Susan Lessard
Town manager
Town Of Bucksport
PO Box X, 50 Main Street
Bucksport, Maine 04416

Dear Susan or whom else it may concern,

I am writing on behalf of my father, Lionel Veilleux. He resides at 85 Forest Hill, the last house on the street. When he built the house the town gave him permission to place his driveway on town property. I am requesting the town consider ceding (or selling) to Lionel, the property that his driveway occupies. The town of Bucksport would benefit from the sale, and the property would add to the Bucksport tax base. Having the driveway on personal property would insure the drive would be clear of vehicles in case an emergency vehicle is required and it would also prevent connecting Forest Hill with Woodland Heights, insuring no excess traffic and speeding through the area.

Sincerely

A handwritten signature in cursive script, appearing to read "Charles Veilleux".

Charles Veilleux

31-60 Sulya, Joseph L

31-62 Sulya, Joseph L

Whittaker, William

Bursey, Mark E

Bennett, Jason E

31-59-1

31-58

31-27

Greer, Peter C.

Chase, Richard O

31-24

Kinney, Rosalie

31-25

Greer, Peter C.

02-43

Central Maine Power Company

01-69

Hawes, Joan G

01-75

Harris, Arthur J

02-42

Trasko, Frederick M

02-44

Decker, Patrick F

02-49

Hanclich, Mariann

02-45

Hatch, William M.

02-48

02-41-2

Regional School Unit #25 (Miles Ln School)

31-29

Gallagher, Sheila

31-22

Forsythe (undev)

Spruce St

Woodland Hts

Forest Hl

Bucksport, Town (Buck Est Remains &

02-63

Veilleux, Lionel F (Trustee)

02-50

Chaffee, Rodney Michael

02-51

Bragdon, Michael G

02-52

Bragdon, Michael G

02-53

MacLeod, Christopher A

02-63-1

Howes, Jason E.

02-54

02-56

02-63-1

5/20/19

Sue;

The safety committee identified the need to have safety features in place with regard to the garage bay doors at the Public Safety Building. This is not only to prevent injury to employees and visitors to the building, but to prevent unnecessary property damage due to accidental door operation. The current safety sensors are old and no longer function as required.

The minimum control would be to place a photo-electric sensor on every door. The maximum height for this first sensor is 6 inches. In review of the vehicles housed in the building, all of the bumpers sit higher than 6 inches. As a result, the sensor/safety would not be activated until the tires on the vehicle pass the eyes. To correct this, we have two options. One would be to install a second set of sensors at a higher point. The alternative is to install a light 'curtain' that effectively senses along an 36 inch path along the door and would be activated should anything pass at a height up to 42 inches from the floor.

With this in mind, I have obtained two quotations from the commercial garage door companies in the area. Both have serviced our bay doors in the past. It is my recommendation that we award the bid to PDQ Door. Their price is the lowest at \$3000 for all seven bay doors and is for the light curtain that will provide the largest sensor area on the doors.

Thank you.

Chris Connor



539 Main Road North, Hampden, Maine 04444
209 A State Road, West Bath, Maine 04530
10 Rockport Park Center, Rockport, Maine 04856
50 Airport Road, Waterville, Maine 04901
331 North Street, Houlton, Maine 04730

1-800-734-1401

www.pdqdoor.com

Work Order

Date

Work Order #

4/25/2019

H154079

Customer:

TOWN OF BUCKSPORT
PO Draw X
BUCKSPORT, ME 04416

Job Location & Directions:

Fire Station
Police Station

P.O. Number / Job Name	Customer Phone #	Contact / Alt. Phone #	Terms	Rep
	469-6688	Chris	NET 10	Kerry

Quantity	Work Requested & Description of Materials	Amount
7	<p>Lift Master LC-36A 36" Non-Monitored Reversing Sensors Provides 22 Infrared light cross beams for detection. Transmitter, and Receiver mounted on each side of the door wired into the existing operator to reverses the door while closing if anything is detected.</p> <p>Furnished and Installed, All wiring is low voltage, 24 volt, and will be neatly tucked and secured along the track to the operator head. (no conduit)</p> <p>**Note: These are non-Monitored, And should not be considered as such. **Any Door work needed will be quoted separately</p>	3,000.00

Work Completed:	For Office Use Only:
Lift used? Y or N	Serial # _____

	Mat K: _____
	Discount: _____
	Tax: _____
	Labor: _____
	Freight: _____
	Mileage: _____
	Lift: _____ Class: _____

Technician	Date	Travel	Time In	Time Out	Travel

Work has been completed to my satisfaction. I understand that I will be charged 1 1/2% interest per month as well as reasonable collection costs for any overdue balance.

Authorized Signature: _____

Total: \$3,000.00

Deposit Paid: (\$ _____)

Balance Due: \$ _____

OVERHEAD DOOR COMPANY of BANGOR

Overhead Door Co. of Bangor
56 Liberty Drive
Hermion, ME 04401-1130
Telephone: (207) 848-2866
Fax: (207) 848-2600

Toll Free in Maine
1-800-696-2235
Direct Cell Number: (207) 944-4149
E-Mail:
derek@overheaddoorofbangor.com

The Genuine. The Original.



Proposal #: DSG-37881

PROPOSAL SUBMITTED TO: BUCKSPORT FIRE DEPT.				Date 4/23/2019		Attention			
STREET P.O. BOX 1848				Job Name BUCKSPORT FIRE DEPT.					
City BUCKSPORT		State ME	Zip Code 04416		Job Location BUCKSPORT				
Phone Number 356-7501		Fax Number		Job Phone 356-7501					
ITEM #	QTY	SERIES	DOOR WIDTH	DOOR HEIGHT	OPENING WIDTH	OPENING HEIGHT	OPERATION	HEAD ROOM	JAMB TYPE
1	14	E3K	REFLECTIVE	PHOTOS					

LABOR AND MATERIALS TO INSTALL (2) SETS OF REFLECTIVE PHOTOEYES ON (7) EXISTING DOORS.

We hereby propose to complete in accordance with above specification, for the sum of:

Three Thousand Eight Hundred Twenty One Dollars and No Cents

\$3,821.00

Signature

Derek Gott, Outside Sales (Sales Manager)

Direct Dial: (207) 944-4149

TERMS AND CONDITIONS

Payment to be made as follows: Ordered with P.O. #, bal. due 10 days upon completion.

Prices subject to change if not accepted in 30 days.

NOTE: Any Sales or Use Taxes are included in the total selling price, except for any exempt organization or if the product is to be resold as stated in your resale certificate (copies to be on file in our office).

BY OTHERS: Jambes, spring pads, all wiring to motors and control stations, unless otherwise stated above, are not included. Purchaser agrees that doors shall remain in Seller's possession until paid in full. In the event Purchaser breaches or defaults under the terms and provisions of this agreement, the Purchaser shall be responsible for the costs of collection, including reasonable attorneys' fees. The Seller shall be entitled to full and final payment on the Purchase Order. There shall be a 1-1/2% service charge per month for all payments due and owing after 10 days from invoice date. (Agreements are contingent upon strikes, accidents, or delays beyond our control.)

ACCEPTANCE: Terms, Price, and specifications on all pages of this proposal are hereby accepted and the work authorized.

Purchaser: _____

Signature

Title

Date of Acceptance

April 7, 2019

Sue;

Previously, I had written a proposal for heater replacement at the Public Safety Building. These are the heaters that heat the apparatus bays and consist of four Modine style heaters that were installed during the construction of the building. The motors of two of these heaters no longer function and the two remaining heaters have been working almost constantly to maintain consistent heat in the apparatus bays. The information that I had provided was based on information that was incomplete. I have since contacted R.H Foster and ABM Mechanical to obtain additional quotations. Both companies have provided quotations to replace the units with equivalent but modern units. I believe that replacement of the units should result in a more efficient distribution of heat and may result in future savings on heating costs.

I am recommending to accept the quote from ABM Mechanical for up to \$11,300. The cost for replacement of the units is \$10,350, with the possibility of having to replace the isolation valves that are also original to the system and may not function properly, requiring replacement as well. The quotation from R.H. Foster does not include the potential replacement of the isolation valves and the quotation from Osborn's Plumbing and Heating was for smaller units at a higher cost.

I would ask that we fund this from the Public Safety Building CIP.

Thank you.

Chris Connor

PERFORMANCE DATA



Hot Water Performance Data - Standard Models

Table 19.1

Performance Data for Standard Units at Standard Conditions of 200°F Entering Water and 60°F Entering Air
High Motor Speed

Type	Model No.	Btu/hr.	Water Data			Air Data						Motor Data	
			GPM	Pressure Drop (Ft. of Water)	Min/Max GPM	Sound Class ④	Maximum Mounting Height (ft.) ①	Heat Throw or Spread @ Max. Height ①	Cfm ②	Outlet Velocity (Fpm)	Final Air Temp. (°F)	Hp	Approx. RPM
Horizontal Delivery	HSB/HC-18	12,600	1.3	0.5	0.25 / 5.0	II	9	18	340	615	93	1/60	1550
	HSB/HC-24	16,200	1.7	0.8	0.25 / 5.0	II	10	19	370	675	100	1/25	1550
	HSB/HC-33	21,700	2.3	0.2	0.4 / 10.0	II	11	22	630	675	91	1/25	1550
	HSB/HC-47	30,900	3.2	0.4	0.4 / 10.0	III	13	30	730	785	98	1/12	1550
	HSB/HC-63	45,600	4.7	0.6	0.5 / 20.0	III	15	31	1120	680	97	1/12	1550
	HSB/HC-86	60,200	6.3	1.0	0.5 / 20.0	III	16	33	1340	820	101	1/8	1625
	HSB/HC-108	83,700	8.7	2.8	0.5 / 30.0	III	18	33	2010	775	98	1/8	1625
	HSB/HC-121	93,000	9.7	3.3	0.7 / 30.0	III	17	27	1775	700	107	1/5	1075
	HSB/HC-165	130,900	13.6	8.6	2.0 / 30.0	IV	20	43	3240	870	96	1/3	1075
	HSB/HC-193	143,000	14.9	1.4	2.0 / 50.0	IV	19	40	2900	790	105	1/3	1075
	HSB/HC-258	201,900	21.0	5.7	2.5 / 70.0	V	20	47	4560	740	100	1/2	1075
Power-Throw™ ③	HSB/HC-290	228,600	23.8	7.1	2.5 / 70.0	V	21	49	4590	750	105	1/2	1075
	HSB/HC-340	271,100	28.2	11.3	2.5 / 70.0	V	21	49	5130	720	108	1/2	1075
	PT/PTN-279	192,300	20.0	0.2	4.5 / 60.0	V	17	106	5460	2165	94	1/2	1075
	PT/PTN-333	238,500	24.8	0.4	4.5 / 100.0	VI	18	117	5980	2165	99	3/4	1140
	PT/PTN-385	276,100	28.8	0.6	4.5 / 100.0	VI	18	122	7680	1860	95	1	1140
	PT/PTN-500	358,000	37.3	0.5	6.0 / 100.0	VI	19	138	10,390	2520	93	1-1/2	1140
Vertical Delivery ③	PT/PTN-610	450,400	46.9	1.0	6.0 / 100.0	VI	21	149	11,750	2315	97	1-1/2	1140
	PT-952	721,600	75.2	1.1	14.0 / 200.0	VI	22	154	12,166	2321	120	2	1140
	V/VN-42	30,100	3.1	0.6	0.5 / 10.0	II	12	16	950	825	90	1/30	1050
	V/VN-59	42,600	4.4	0.5	0.75 / 15.0	II	15	20	1155	1005	96	1/30	1050
	V/VN-78	57,000	5.9	0.5	1.0 / 20.0	II	16	22	1590	1065	95	1/15	1050
	V/VN-95	69,300	7.2	0.5	1.25 / 25.0	II	16	22	1665	1120	101	1/15	1050
	V/VN-139	106,600	11.1	2.6	1.0 / 30.0	III	19	26	2660	1285	99	1/5	1075
	V/VN-161	123,200	12.8	2.2	1.25 / 40.0	IV	21	29	2945	1420	101	1/3	1075
	V/VN-193	147,200	15.3	2.2	1.5 / 50.0	IV	23	32	3500	1690	101	1/3	1075
	V/VN-212	161,700	16.8	1.5	2.0 / 60.0	IV	23	32	3610	1740	104	1/3	1075
	V/VN-247	188,700	19.7	2.1	2.0 / 60.0	V	28	37	4820	1910	98	1/2	1075
	V/VN-279	212,600	22.2	2.1	2.25 / 75.0	V	32	40	5460	2165	98	1/2	1075
	V/VN-333	260,100	27.1	3.8	2.25 / 75.0	V	32	40	5980	2165	102	3/4	1140
	V/VN-385	302,100	31.5	5.0	2.25 / 75.0	VI	32	39	7680	1860	98	1	1140
	V/VN-500	391,700	40.8	4.8	3.0 / 100.0	VI	39	47	10,390	2520	96	1-1/2	1140
	V/VN-610	450,400	46.9	1.0	6.0 / 100.0	VI	38	46	11,750	2315	97	1-1/2	1140
	V-952	721,600	75.2	1.1	14.0 / 200.0	VI	39	63	12,166	2321	120	2	1140

Table 19.2

Performance Data for Standard Units at Standard Conditions of 200°F Entering Water and 60°F Entering Air
Reduced Motor Speeds ⑤

Type	Model No.	Btu/hr.	Water Data		Air Data						Motor Data	
			GPM	Pressure Drop (Ft. of Water)	Sound Class ④	Maximum Mounting Height (ft.) ①	Heat Throw @ Max. Height ①	Cfm ②	Outlet Velocity (Fpm)	Final Air Temp. (°F)	Hp	Approx. RPM
Horizontal Delivery	HSB/HC-18	9900	1.3	0.5	I	9	11	220	400	101	1/60	1000
	HSB/HC-24	12,400	1.7	0.8	I	10	12	230	425	109	1/25	1000
	HSB/HC-33	16,700	2.3	0.2	I	11	14	395	430	98	1/25	1000
	HSB/HC-47	23,600	3.2	0.4	II	13	18	450	490	107	1/12	1000
	HSB/HC-63	34,600	4.7	0.6	II	15	18	685	420	106	1/12	1000
	HSB/HC-86	45,900	6.3	1.0	II	16	20	825	515	110	1/8	1000
	HSB/HC-108	64,300	8.7	2.8	II	18	20	1255	490	106	1/8	1000

① Horizontal units with horizontal louvers open 30° from vertical plane. Vertical types equipped with cone jet deflector, blades fully opened are shown in bold.

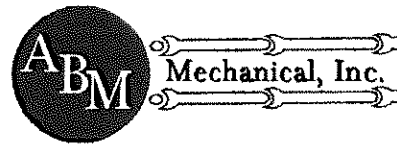
Non-bolded mounting height/spread data is for units without deflectors. Please see page 22 for additional outlet accessory performance data.

② Cfm for horizontal types is entering Cfm. Cfm for vertical and Power-Throw™ types is leaving Cfm.

③ V and PT models have copper tubes, VN and PTN models have 90/10 cupro-nickel tubes.

④ See page 8 for Sound Class definitions.

⑤ Requires Solid State Motor Speed Controller.



Commercial/Industrial - Design/Build Mechanical Contracting Specialists

Date: 3-22-2019

To: City of Bucksport

Attn: Chris Connor

Job Ref: Public Safety Modine Replacement

Quote No: 19-092

PROPOSAL

We are pleased to provide the following quotation for the above referenced project. If in agreement please sign where indicated below and return to ABM Mechanical, Inc. Please call if you have any questions.

Description of Work to be Performed:

- Replace four Modine heaters in the garage. Install two 147K BTU heaters in front of the doors, and two 106K BTU heaters in the back of the bay. Add low point drains/ high point vents to the heater near piping. Existing isolation valves are original and might not be able to fully close, in this case heating loop will have to be drained, and isolation valves will have to be replaced as well. Install new Aquastats to operate blowers. Test operation.

Exclusions:

- Cutting, patching and painting
- Duct penetrations
- Saw cutting
- Concrete, grout, asphalt
- Engineering & coordination drawings
- Excavation and backfill
- Architectural access panels
- Temporary partitions
- Temporary heat & plumbing
- Roofing & roof penetrations
- Bond
- Provide, design or installation of any structural steel
- Duct cleaning
- Infection Control

Price:

With replacement of isolation valves	\$11,300
Without replacement of isolation valves.....	\$10,350



P.O. Box 161
81 Mecaw Road
Hampden, ME 04444
Office: (207) 947-3835
Cell: (207) 356-2902
Fax: (207) 942-2167

PROPOSAL & CONDITIONAL SALES AGREEMENT

PROPOSAL SUBMITTED TO:		DATE OF PROPOSAL	02/13/19
NAME	Bucksport Public Safety Building	LOCATION OF JOB	Same
ADDRESS	P.O. Box 1848 / 89 Franklin St.		
CITY/STATE/ZIP	Bucksport, Maine 04416		

We hereby submit this proposal to furnish and install, upon the terms and conditions set forth below:

Remove and dispose of the existing (4) hydronic unit heaters. Install (2) Modine V139SB01SA & (2) Modine V193SB01SA vertical hydronic unit heaters.

Note: The V95 units are much smaller in both physical size and btu output.

The proposed price of **\$10,800.00** includes parts, tax, and labor for this installation as described above.

NOTE	<ul style="list-style-type: none">* Any additional parts and/or labor required to work beyond the scope of this proposal will be billed at current rates.* The cost of the Heating Oil or Propane is not included in this proposal.
Circle One Y / N	* Heating Systems/Heat Pumps: Following the warranty period, a Silver Efficiency Service Plan (\$159 per unit) will be billed and renewed annually at prevailing rates.
SAFETY	<ul style="list-style-type: none">* All work is to be performed in a professional manner according to State and Local codes.* R.H. Foster is not responsible for the removal of asbestos.* For health reasons, R.H. Foster Energy employees cannot work in an environment where asbestos is present.* You are responsible for testing, removal, and disposal of any asbestos discovered at the job site.* A CO (Carbon Monoxide) detector will be included in all propane equipment quotes if a detector is not already present at the job location.
WARRANTY	<ul style="list-style-type: none">* R.H. Foster Energy guarantees all materials and workmanship as outlined in this proposal for a period of one year from the date of installation.* R.H. Foster Energy will replace, at no charge, any parts which might prove defective during the one year warranty period from the date of installation.
WORKMANSHIP	<ul style="list-style-type: none">* All work to be completed per standard and accepted practices and according to specifications submitted.* The proposed installation will conform to state electrical codes and in accordance with the requirements of the National Board of Fire Underwriters.

WE PROPOSE to furnish and install materials in accordance with the above specifications for the sum of:

\$10,800.00

Payment to be made as follows: 1/3 down payment of **\$3,600.00** with balance of **\$7,200.00** due upon completion.

NOTICE OF RIGHT TO CANCEL: You may cancel this transaction, without any penalty or obligation, within 3 business days from the above date. To cancel this transaction mail or deliver a signed and dated notice of cancellation to 81 Mecaw Road, Hampden, ME 04444 no later than midnight on _____.

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

Date of Acceptance: _____

Customer Signature: _____

Salesman Name: Herb Melanson

Authorized Signature: Herb Melanson

THANK YOU FOR YOUR BUSINESS!
Please keep a copy for your records

OSBORNE'S PLUMBING & HEATING, INC

Bucksport Office
15 Heritage Park Rd.
Bucksport, ME 04416
(207) 469-6225

PO BOX 1718
BUCKSPORT, ME 04416
Osbornehvac@gmail.com

Ellsworth Office
105 High Street
Ellsworth, ME 04605
(207) 412-0401

HEAT QUOTE

TO: Bucksport Fire Dept.
PO Box 1848
Bucksport, ME 04416
cbowden@bucksportmaine.gov
kdownes@bucksportmaine.gov

April 18, 2018
REVISED 12/11/2018

SCOPE OF WORK: Replace existing unit heaters with four new ones. Re-hook up supply and returns and test system. This is a worst case scenario; if we don't have to change valves, we can do a quicker install.

4 – V95 Vertical unit heaters
4 – 6006C1018 Strap on aquastats
16 – 11/2" IPS ball valves
Misc. black iron fittings
4 – 3/4" Boiler drains
4 – Hyvents & valves
Misc. threaded rod & nuts
Misc. unistrut, nuts & bolts
Misc. wiring for unit heaters
Includes cost of scissor lift rental for install
Labor

****Electrician needed to make final hookup and test circuits where it is a commercial building. If you want to do only one at a time, your cost would be \$4,939.39 each.**

Price is good for 30 days. If contract is accepted after 30 days, pricing will be recalculated before job begins.

All work to be performed in accordance with all applicable Maine codes governing boiler installation and operation. All material is guaranteed to be as specified and the above work to be performed in accordance with any drawings and specifications submitted for the above work and completed in a substantial manner for the sum of: **\$13,813.25 1/3 down 1/3 on start 1/3 on completion**

7

**COASTAL RESOURCES OF MAINE LLC
RECYCLING SERVICES AGREEMENT
for MRC COMMUNITIES**

THIS AGREEMENT (this "Agreement") made this _____ day of _____, 20__ (the "Effective Date") by and between Coastal Resources of Maine LLC, a Delaware limited liability company with offices at 1450 South Rolling Road, Baltimore, Maryland, ("Coastal") and the Town of _____, located in _____ County, in the State of Maine (the "Town") with offices at _____.

WHEREAS, Coastal owns, is constructing and will bring into commercial operation an advanced recycling and mixed-waste processing facility located at 92 Harold Bouchard Way, Hampden, Maine that, once operational, will be capable of accepting and processing materials collected through single-stream recycling programs (the "Facility"); and,

WHEREAS, the Town operates or sponsors programs for collection of Recyclable Materials within its boundaries and controls the disposition of the materials collected through the programs that it operates or sponsors; and,

WHEREAS, the Town is seeking a cost-effective and environmentally sound manner for processing of Recyclable Materials that are collected through programs under the Town's control; and,

WHEREAS, the Town is a Joining Member of the Municipal Review Committee, Inc. (the "MRC") by virtue of having executed a Joinder Agreement dated as of _____ (the "Joinder Agreement") with the MRC regarding the management and disposal of municipal solid waste ("MSW") originating within the Town's borders; and,

WHEREAS, the MRC owns the land on which the Facility is being constructed, which land is being leased to Coastal pursuant to a Restated and Amended Site Lease dated as of August 17, 2017 (the "Site Lease") and subsequently amended on November 10, 2017;

WHEREAS, the MRC is obligated to have its Joining Members deliver MSW to the Facility pursuant to a First Amended and Restated Master Waste Supply Agreement between the MRC, Coastal and Fiberright LLC dated as of August 17, 2017, as amended by that certain First Amendment to Master Waste Supply Agreement on November 21, 2017 (the "Master Waste Supply Agreement"); and,

WHEREAS, Section 5.2 of the Master Waste Supply Agreement obligates Coastal to accept materials from Single Stream Recycling Programs and other programs involving collection or accumulation and delivery by Joining Members of Recyclable Materials to the Facility, and to designate tipping fees for acceptance of such materials that do not exceed 50 percent of the tipping fee charged to Joining Members for MSW under the Master Waste Supply Agreement and the Joinder Agreement; and,

WHEREAS, Coastal is willing to accept and process at the Facility the Recyclable Materials that are collected through programs under the Town's control in accordance with its obligations to the MRC and Joining Members under Section 5.2 of the Master Waste Supply Agreement, and certain other Recyclable Materials collected from within its borders as contemplated by Section 2 of this Agreement, in each case subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Coastal and the Town hereby agree as follows:

1. Definitions. Capitalized terms used herein and not defined below shall have the meaning set forth in the Master Waste Supply Agreement. In addition to any terms defined elsewhere in this Agreement, the following capitalized terms shall have the following meanings:

- a. "Contaminants" means any material or Acceptable Waste not included under the heading of Acceptable Materials in the Program List.
- b. "Hauler" means any Municipal Hauler or Private Hauler.
- c. "Hazardous Materials" shall have the meaning ascribed to it in the Master Waste Supply Agreement.
- d. "Municipal Hauler" means any entity or person that performs delivery services on behalf of the Town, including delivery of Recyclable Materials to the Facility, which term shall include the Town when it delivers Recyclable Materials with its own employees or agents.
- e. "Private Hauler" means any entity or person, other than a Municipal Hauler that delivers to the Facility Recyclable Materials collected from within the boundaries of the Town.
- f. "Private Waste Generators" means non-residential generators of waste located within the boundaries of the Town that have advised the Town of their desire to deliver Recyclable Materials to the Facility under this Agreement and that are included on a list of Private Waste Generators furnished by the Town to Coastal which list shall include the name and address of each Private Waste Generator and which shall be updated periodically by the Town, as appropriate, to reflect additions to and deletions from the list.
- g. "Program List" means a list of Recyclable Materials accepted by Coastal for processing at the Facility as further defined by Attachment A hereto and as subsequently amended in accordance with the terms hereof.
- h. "Recyclable Materials" means acceptable materials that are source separated, either at the origination point or at any transfer station, recycling facility or other location, and which, in the reasonable judgment of Coastal are capable of being processed at the Facility for return to the economic mainstream in the form of raw materials or products, provided that Recyclable Materials shall not include Hazardous Materials or Contaminants.
- i. "Single Stream Recycling Program" means the program for processing of single stream Recyclable Materials operated by Coastal at the Facility, whereby Coastal accepts materials delivered on behalf of towns that have been separated from MSW prior to delivery to the Facility but are accepted and handled in a commingled fashion without separation of each individual material from each other material.

- j. "Town" means a municipality as defined in 30-A M.R.S.A. § 2001 or other governmental entity or association that is party to this Agreement and a Joinder Agreement.
- k. "Unacceptable Materials" means any materials included under the heading of Unacceptable Materials in the Program List.

2. Delivery and Acceptance of Recyclable Materials.

- a. Town agrees to deliver or cause to be delivered to the Facility, on an exclusive basis, Recyclable Materials on the Program List that are generated within the boundaries of the Town and collected by or delivered to the Town or on behalf of the Town pursuant to a recycling program that the Town operates and or sponsors and oversees. It is understood that eligibility for delivery under this Recycling Services Agreement specifically includes and is limited to (i) Recyclable Material collected by Municipal Haulers from residents and municipal facilities by or on behalf of the Town and originating within the boundaries of the Town; and (ii) Recyclable Material originating and collected within the boundaries of the Town from Private Waste Generators, but only to the extent that the MSW generated by such Private Waste Generators is also being delivered to the Facility pursuant to an executed Joinder Agreement and has been accounted for in the determination of the Estimated Delivery Amount in Section 3.3(b) of the Joinder Agreement with the Town. Deliveries involving split loads with fractions collected from within two or more Joining Members or both within a Joining Member and within a municipality that is not a Joining Member shall be allocated appropriately, on a case-by-case basis as agreed between Coastal, the Town, and the MRC, provided that Coastal shall have the ability to determine that deliveries are not eligible for the tipping fee set forth in Section 6 hereof to the extent that the delivered material did not originate within a Joining Member or would not otherwise be eligible for such tipping fee hereunder. The Town shall not have a minimum obligation regarding delivery quantities, nor shall it be required to institute flow control or implement other measures to direct to the Facility Recyclable Materials collected by others through programs not under its control. The Town shall not initiate, operate, sponsor or oversee any recycling program from which Recyclable Materials are not delivered to the Facility; provided, however, that the Town can continue pre-existing programs for diversion of specific materials, provided that a list and description of such programs and the materials included is provided to Coastal prior to the execution of this Agreement.
- b. Subject to the terms and conditions of this Agreement, Coastal agrees to receive and process all Recyclable Materials described in paragraph 2(a) above that are delivered to the Facility in compliance with the terms hereof.
- c. Coastal shall be entitled to receive and retain any and all value, proceeds and/or benefits derived from the processing of all Recyclable Materials delivered to the Facility by or on behalf of the Town.

3. Collection and Transportation of Recyclable Materials.

- a. The Town and each Private Waste Generator delivering, or causing to be delivered, Recyclable Materials to the Facility shall be responsible for all costs associated with collection and transportation thereof and shall ensure that all vehicles delivering Recyclable Materials to the Facility on its behalf shall comply with the applicable delivery requirements of the Joinder Agreement and the Master Waste Supply Agreement. Until delivery to the Facility and acceptance by Coastal, Recyclable Materials remain the property of the Town or the Private Waste Generator, as the case may be, and all responsibility for safe and lawful handling rests with the Town or the Private Waste Generator until such delivery and acceptance.
- b. Upon acceptance of Recyclable Materials by Coastal, all responsibility belongs to Coastal, provided that any Hazardous Materials or Unacceptable Materials delivered by the Town or a Private Generator to the Facility and inadvertently accepted by Coastal shall remain the responsibility of the Town or the Private Generator, as the case may be, and the handling thereof shall be subject to the terms and conditions of this Agreement.
- c. Delivery of Recyclable Materials shall occur during the hours of operation at the Facility as posted by Coastal.
- d. The Town acknowledges that (i) the materials to be delivered by Municipal Haulers under this Agreement shall be Recyclable Materials listed under the heading of Acceptable Materials on the Program List that is Attachment A to this Agreement, and (ii) the materials listed under the heading of Unacceptable Materials on the Program List are considered Contaminants. Coastal may revise the Program List up to twice a year upon 60 days prior notice to Town and to affected Private Waste Generators, provided that (a) Coastal shall provide notice of the same revisions to the Program List to all Joining Members that have entered into a Recycling Services Agreement with Coastal on the same schedule; (b) Coastal shall provide the Town with revised templates of information materials reflecting such change at the time of the notice, shall maintain a website with information on Recyclable Materials and Contaminants, and shall update online and other information on the Program List to reflect such revisions on a timely basis; and (c) in the event that Coastal reduces the range of Acceptable Materials on the Program List to a level that is below what the Town considers acceptable in its reasonable discretion, then the Town can terminate this Agreement by giving notice of termination to Coastal within 45 days of receipt of the notice of the change in the Program List. Such termination shall take effect on the later of the effective date of change of the Program List and the date that is 15 days from receipt by Coastal of a termination notice from the Town.
- e. The Town shall use reasonable commercial efforts to provide information to the users of its Recycling Programs regarding materials that are Acceptable Materials and Unacceptable Materials or Contaminants pursuant to the Program List and to discourage inclusion of Contaminants and Hazardous Materials with Recyclable Materials. Coastal shall make available sample templates of informational materials to support the dissemination of information by the Town but shall have no obligation or

responsibility to educate the Town's users regarding the same other than as set forth in Section 3.d. above and elsewhere herein.

4. Inspection and Acceptance. Coastal shall have the right to inspect deliveries of Recyclable Materials in order to evaluate the level of Contaminants of each load. Upon inspection:
 - a. In the event that Coastal or its operator deems there to be excessive amounts of Contaminants in the material but lower than 10%, Coastal will issue a warning letter to the Town(s) or Private Waste Generator(s) supplying the material. If a Town or Private Waste Generator receives three or more warning letters within a two-month period and continues to deliver loads deemed by Coastal or its operator to contain excessive amounts of Contaminants, then the contents of such loads containing excessive amounts of Contaminants delivered to Coastal from the Town(s) or Private Waste Generator(s) identified in the warning letter will be considered MSW that is subject to the MSW tip fee. Subsequent loads that do not contain excessive amounts of Contaminants will be charged the per-ton tipping fee then in effect for Recyclable Materials.
 - b. For ANY load that contains ten percent (10%) or greater Contaminants by volume, Coastal has the discretion to process the entire load as if it were MSW, and the Town or Private Waste Generator, as the case may be, will pay Coastal the tipping fee for such load as if it were MSW under the Joinder Agreement.

With regard to clauses (a) and (b) above, Coastal shall document the level of Contaminants in each load for which charges in excess of the tipping fee for Recyclable Materials are applied, both with photographs and with a reasonable basis for determining that the level of Contaminants exceeds the applicable threshold. Coastal shall provide such documentation to both the Town or the Private Waste Generator, as the case may be, and to the MRC within five days of receipt of the load. In the event that a load containing such Contaminants consists of materials provided by more than one Town or Private Waste Generator, the expenses and the supplemental disposal fee shall be allocated among the Towns or Private Waste Generators providing such materials in proportion to the amount of materials delivered by each as compared to the total tonnage of the entire load. Notwithstanding the above, Coastal shall not assess the additional charges set forth in clauses (a) and (b) above to the extent the Contaminants were attributable to materials no longer being accepted as a result of a change in the Program List effective within 45 days of the date of delivery.

Loads containing any Hazardous Materials, including but not limited to, medical waste, will be rejected by Coastal or its operator and disposed of at an appropriate facility designated by Coastal. All costs associated with management and disposal of Hazardous Materials, including but not limited to medical waste, will be at the sole expense of the Town or Private Waste Generator, as the case may be, from which they originated and shall be payable within 15 days of invoicing. Coastal will assess a market-based fee per ton for the load billable to the Town or Private Waste Generator, as the case may be, as a supplemental disposal fee payable to Coastal. In the event that a load contains such Hazardous Waste and the load consists of materials provided by more than one Town or Private Waste Generator, the expenses and the supplemental disposal fee shall be

allocated among the Towns or Private Waste Generators from which such materials originated in proportion to the amount of materials delivered by each as compared to the total tonnage of the entire load.

5. Term of Agreement.

This Agreement shall commence on the Effective Date and shall be effective for two (2) years unless sooner terminated under the terms hereof.

- a. The Town or Private Waste Generator, as the case may be, will supply and deliver Recyclable Materials to the Facility as of the Effective Date and may also supply and deliver Recyclable Materials on an intermittent basis in advance of the Effective Date in accordance with the terms hereof and in such reasonable quantities and at the times requested by Coastal, to the extent it is able to do so without violating the terms of any other delivery agreement or arrangement for delivery of such Recyclable Materials. Any such deliveries shall be deemed made under, and shall be subject to, the terms of this Agreement.
- b. To facilitate continuous service, this Agreement will be automatically renewed for successive two (2) year periods, unless either party serves written notice of termination upon the other party no less than ninety (90) days before the end of the initial term or ninety (90) days before the end of any subsequent two (2) year term, as applicable.
- c. Notwithstanding anything in this Section 5 to the contrary, the following events shall constitute an "Event of Default" by the Town under this Agreement and Coastal shall have the right to terminate this Agreement upon an occurrence thereof:
 - (i) the termination of either the Joinder Agreement or the Master Waste Supply Agreement;
 - (ii) the Town's failure to timely pay any undisputed fee due by it under this Agreement within 30 days after notice from Coastal that the same is due and unpaid;
 - (iii) the Town shall have failed to fulfill its obligations under this Agreement and such failure has not been cured within thirty (30) days following receipt of written notice from Coastal;
 - (iv) the Town delivers, whether by Hauler or through its own employees or agents, loads containing Hazardous Materials more than twice in any 12-month period; or
 - (v) an event of default occurs under the Joinder Agreement that is not cured within any applicable cure period.
- d. Notwithstanding anything in this Section 5 to the contrary, the following events shall constitute an "Event of Default" by Coastal under this Agreement and the Town shall have the right to terminate this Agreement upon an occurrence thereof:
 - (i) Coastal shall have failed to fulfill its obligations under this Agreement and such failure has not been cured within thirty (30) days following receipt of written notice from the Town or the MRC;
 - (ii) the termination of either the Joinder Agreement between the Town and the MRC, the Site Lease or the Master Waste Supply Agreement; or

- (iii) Coastal breaches its obligations under this Agreement, the Master Waste Supply Agreement or the Site Lease and fails to cure the default within the applicable cure period.

6. Tipping Fees and Most Favored Nation Pricing. The tipping fee for loads of Recyclable Materials delivered under this Agreement by the Town or by Private Waste Generators shall be \$35.00 per ton subject to annual increase equal to the amount of annual increase in the CPI as provided in the Joinder Agreement. The Tipping Fee may be adjusted from time to time upon 30 days prior notice by Coastal to the Town and to the Private Waste Generators, but in no event shall it be more than 50 percent of the tipping fee charged to the Town for MSW under the Joinder Agreement (the MSW Tipping Fee), provided that, in the event that Coastal signs a Recycling Services Agreement with any municipality at less than 50 percent of the MSW Tipping Fee, or with a broader Program List than is available to the Town, or containing other more favorable substantive terms, the tipping fee in this Agreement shall be reduced to match such lower tipping fee, and the terms of this Agreement shall be deemed modified to incorporate such other more favorable substantive terms. Payment shall be on a monthly basis in accordance with procedures set forth in the Joinder Agreement and Master Waste Supply Agreement.
7. Notices. All notices required by this Agreement shall be considered sufficiently given if sent by certified or registered U.S. Mail, return receipt requested, or by recognized overnight courier, addressed to the party at the following addresses:

If to Coastal:

Coastal Resource of Maine LLC
c/o Fiberight, LLC
BWtech@UMBCSouth
1450 South Rolling Road
Halethorpe, MD 21227
Attn: Craig Stuart-Paul, Chief Executive Officer

If to Town:

If to MRC:

Municipal Review Committee, Inc.
395 State Street
Ellsworth, Maine 04605
Attn: Executive Director

8. Compliance with Laws. The Town and Coastal shall each comply with all Federal, State and local laws, regulations, rules, ordinances and orders of any kind which are applicable to the Town's performance under this Agreement.

9. Indemnification. To the extent permitted by law, Coastal and the Town shall each indemnify, save, and hold harmless the other from and against any and all liabilities, expenses, including reasonable attorney's fees, claims, costs, losses, suits, judgments, or damages relating to injuries or deaths of persons or damage to property in any way attributable, directly or indirectly, to the acts of authorized agents, contractors or employees of the indemnifying party; provided, however, that the indemnifying party shall not be liable for indemnification under this Section 9 to the extent any such liabilities, expenses, claims, costs, losses, suits, judgments, or damages result from the negligence, contributory negligence, fault or willful misconduct of the indemnified party or its authorized agents, contractors or employees. Nothing herein is intended to nor shall limit the immunities and limitations of liability available to the Town pursuant to the Maine Tort Claims Act, 14 M.R.S. § 8101 et seq.

10. Assignment. This Agreement, its rights and obligations, is not assignable or transferable by either party, in whole or in part, except with the prior written consent of the other party. Notwithstanding the provisions of this Section 10, Coastal shall have the right to assign this Agreement in connection with financings related to the Facility without the Town's prior written consent. In addition, the Town hereby agrees to execute any and all agreements, certificates or other documents (including any necessary consent to assignment) in form and content reasonably acceptable to the Town that the assignee in question with respect to any financing may request in order to effectuate and evidence the intent of this Section.

11. Severability. In the event that any covenant, condition or provision of this Agreement is held to be invalid or unenforceable by the final judgment of a court of competent jurisdiction, or by any other board, tribunal or entity the decision of which is binding upon the parties hereto and which has become final, such invalidity or enforceability shall in no way affect any of the other covenants, conditions or provisions hereof.

12. Modification. This Agreement represents the entire agreement of the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may only be modified or revised in writing, signed by the authorized agents of the parties.

13. Construction of Agreement. This Agreement and its performance shall be construed and governed in accordance with the laws of the State of Maine without regard to conflict of law provisions. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.



Coastal Resources of Maine

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Single Stream Recycling Guidelines Program List (effective Nov 2018)

Acceptable Materials

Paper

Clean Cardboard & Pizza Boxes
Clean Paper Plates & Paperboard
Newspaper & Newspaper Inserts
Magazines & Catalogs
Mail & Envelopes
Office Paper
Phone Books
Books
Paper Bags
Milk & Juice Cartons & Drink Boxes
Shredded Paper (bagged in clear bag only)

Plastics

Water Bottles
Milk Jugs
Detergent Bottles
All rigid containers with a #1 or #2

No Styrofoam of any kind

Metal

Tin Cans Aluminum Cans
Clean Aluminum Containers
Aerosol Cans (empty)
Pots & Pans

All containers must be empty

Unacceptable Materials

Trash & Garbage
Needles & Sharps
Knives and other blades
Wood or Lumber
Glass Bottles & Jars
Plastic containers - #3 - #7
Clothing & Shoes
Bedding & Pillows Toys - Plastic or Plush
Pipes - Plastic or Metal
Food or Plants
Food Contaminated Paper Products
Paper Napkins & Towels
Bubble Wrap
Envelopes with plastic, bubble wrap or Tyvek
Button-cell, rechargeable, or alkaline batteries
Propane, helium or other gas cylinders
Large metal parts
Boat Wrap or Tarps
Plastic Bags
Plastic Wrap or Film
Vinyl Siding or Shutters etc.
Garden hoses
Rope, String or Chain
Light bulbs
Diapers
Kitty Litter
Styrofoam
Aluminum Foil

No Hazardous or Unacceptable Waste

As further described by CRM above, and to include, without limitation, Ammunition, Anti-freeze, Button-cell batteries, CFL light bulbs, Chemicals, Computers & related parts, Fertilizers, Florescent light bulbs, Fuel, Mercury, Oxygen tanks, Paint thinner, Pesticides, Propane tanks, Rechargeable batteries, Televisions and electronics

**Questions or FMI: Please contact Shelby Wright, Director of Community Services
@ 207-592-6432 or email swright@fiberight.com**