



STATE OF MAINE
DEPARTMENT OF ECONOMIC
AND COMMUNITY DEVELOPMENT



PAUL R. LEPAGE
GOVERNOR

GEORGE C. GERVAIS
COMMISSIONER

July 11, 2016

Ms. Kathy Tarbuck P.E.
Division of Technical Services
Bureau of Hazardous Materials & Solid Waste
Maine Department of Environmental Protection
17 State House Station
Augusta, Maine 04333

Subject: Juniper Ridge Landfill Expansion Application, MEDEP #S-020700-WD-BI-N Follow-up on Department's July 1, 2016 Request for Supplemental Information on Oversized Bulky Waste Tonnage
Submission of Leachate Disposal Agreement

Dear Kathy:

As requested, we are providing the following information on the amount of Oversized Bulky Waste (OBW) included on Table 5-1 of Volume I of the Juniper Ridge Landfill (JRL) Expansion Application.

The topic of projected waste volumes used to design the Expansion was a subject covered during the pre-application milestone meeting process, specifically during the meeting held on October 16, 2014, milestone meeting #2. A summary of the information discussed during that meeting including waste volumes is included in Appendix A-3 of Volume I of the Application. We've attached these notes which include a summary table of the historical waste volumes by categories received at JRL since 2004 up through 2014¹. We've also attached an updated table to include data from JRL for the calendar years 2014 and 2015.

As described during the milestone meeting process, the overall projected volume for all waste types proposed to be received in the JRL Expansion was established based on past tonnages and anticipated events. The tonnage for an individual category of waste was not intended to be considered the precise amount of, or a limit on, that particular waste type that would be accepted at JRL, but rather

¹ As identified on the table, the 2014 tons represent a straight line projection based on the tonnages received at the site through September of 2014.



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a reasonable projection used to establish an overall waste tonnage for which engineering design analysis such as cell size, landfill gas generation, and traffic could be evaluated. As described during the milestone meeting, the actual amount of the various material types received in the Expansion will be the result of market conditions at that time. Therefore, actual amounts of different waste types disposed in the JRL expansion may be greater or less than the projected amounts if future market conditions change.

As noted in Table 5-1 of Volume I of the Application, landfilling of OBW has a “High” ranking as the current management approach for handling this waste type in MEDEP Maine Materials Management Plan².

In terms of OBW acceptance as it relates to the licensing process, Condition 3³ of the Public Benefit Determination Partial Approval (#S-020700-W5-AU-N, dated January 31, 2012) is derived from Finding of Fact #5.C. of the PBD Order, which states “The Commissioner finds that it is necessary and appropriate to establish a limit on the tonnage of OBW disposed in the expansion. If, and when, a license is issued for the construction and operation of an expansion, the Department will establish such a limit. The limit will be based upon the results of annual demonstrations required pursuant to 06-096 CMR 409.2.C, that waste processing facilities that generate residue requiring disposal will ‘recycle or process into fuel for combustion all waste accepted at the facility to the maximum extent practicable, but in no case at a rate less than 50%,’ submitted by CDD processing facilities that send OBW to Juniper Ridge Landfill for disposal.” *Id.*, p. 20.

OBW generated by a CDD processing facility is a material that is generated as a result of recycling CDD. This is an activity that should be encouraged. As economic activity increases, CDD volumes increase, resulting in an increase in OBW generation, as evidenced in the volumes shown on the attached chart. Applying an arbitrary limit on OBW acceptance in the JRL expansion could have the direct result of limiting CDD recycling or causing an increased financial burden for CDD processing facilities in Maine.

² MEDEP Maine Materials Management Plan January 2014, Appendix C. The explanation of the ranking system used in Appendix C is that it provides a qualitative assessment of the comparative management options currently employed for the various components of Maine’s solid waste stream. Therefore, a management option with a High ranking equates to the principal method used to manage the solid waste stream.

³ Condition 3 was imposed at a time when KTI Biofuels, a Casella subsidiary, owned and operated the CDD processing facility in Lewiston. Since August 2013, that facility has been owned and operated by ReEnergy, which is not owned or operated by any Casella entity.



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As long as an in-state waste processing facility that chooses to be a customer of the JRL Expansion makes its annual demonstration that it is recycling to the maximum extent practicable, and is thus meeting the recycling standard, no numerical limit on the OBW disposal at the JRL Expansion is warranted. Put simply, the JRL Expansion would be accepting OBW from facilities that have satisfied the Chapter 409 "maximum extent practicable" standard.

Finally, it has occurred to us that the Department may not yet have a copy of the Leachate Disposal Agreement NEWSME has entered into with MFGR LLC, the new owner of the Old Town Paper Mill and Wastewater Treatment Plant, for the treatment of leachate from JRL and the expansion. A copy of that Leachate Disposal Agreement, dated April 27, 2016, is attached and should be included in the application record for the expansion proceeding.

Should you have any questions on any of the above, please feel free to contact us.

Sincerely,

Michael Barden
Landfill Oversight Manager
Maine Department of Economic & Community
Development

Jeremy Labbe P.E.
Engineer & Environmental Manager
NEWSME Landfill Operations, LLC

cc: Service List

Attachments:

Comparison of Waste Quantities Received at JRL Between 2004 and 2015.
Leachate Disposal Agreement, dated April 27, 2016

JUNIPER RIDGE LANDFILL EXPANSION MILESTONE MEETING #2 SUMMARY

October 16, 2014

Representatives of NEWSME Landfill Operations, LLC (NEWSME) and Mike Barden, State Landfill Manager, today convened the second milestone meeting at 2836 Bennoch Road, Old Town, near the access road for the Juniper Ridge Landfill. This is a summary of Milestone Meeting #2.

Attendees

Attachment 1 sets forth the list of attendees, which included representatives of the Maine DEP, the Old Town Landfill Host Committee, the City of Old Town, and NEWSME Landfill Operations, LLC, as well as a resident of Old Town, Ed Spencer. In addition, several consultants to NEWSME, who are working on the expansion application, attended to discuss their respective topic areas.

Summary of Meeting

NEWSME's Don Meagher welcomed everyone and asked if there were any comments or suggested changes on the summary of Milestone Meeting #1, which was circulated via email in advance of this meeting. There were no comments or suggested changes.

Sevee and Maher Engineering's (SME) Mike Booth circulated a one-page spreadsheet entitled, "Comparison of Waste Quantities received at JRL between 2004 and 2014 and Proposed Expansion Tonnages," which is appended as Attachment 2. The yellow column is the projected tonnages for various waste categories for the expansion. Mike explained that they look at tonnages that are reasonably projected based on past tonnages and anticipated events. Mike described how he arrived at each of the tonnages listed for each of the waste categories. He explained that the SME engineers design the landfill from these tonnages. He also explained that SME and other consultants perform a number of analyses based on the tonnages projected, including but not limited to traffic, stability, and estimation of landfill gas that will be generated. Mike asked if there were any questions on the spreadsheet, but there were none.

Don Meagher distributed a revised history of the JRL expansion process to date that explained that the 2009 draft expansion application was never submitted to the DEP because of the legislation passed in 2009 requiring a public benefit determination for expansion of state-owned landfills.

Mike went on to discuss the Chapter 400 standards, including title, right, and interest, financial capacity, and technical ability. Referring to the landfill site plan, he said that he expects there to be six cells and the peak elevation of the expansion would be Elevation 390, (height above mean sea level), the same as the peak licensed elevation of existing JRL. Sedimentation ponds are expected to be located on each side of the expanded landfill near the access road, which will run

COMPARISON OF WASTE QUANTITIES
 RECEIVED AT JRL BETWEEN 2004 AND 2014 AND PROPOSED EXPANSION TONNAGES

Attachment 2

Waste Category	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	Application Tonnages based on 700,000 tons/year	
	Tons	Tons	Tons	Tons	Tons	Tons	Tons	Tons	Tons	Tons	Tons	Tons	Percent
WWTP and miscellaneous bio solids/sludge material	26,686	35,336	36,286	61,262	72,275	70,265	58,558	51,053	49,270	64,559	57,113	70,000	10.0%
Contaminated soils			31,712	8,451	43,910	2,585	6,407	17,526	2,615	11,017	6,385	30,000	4.3%
Front-end process residue	393	45,644	105,139	74,763	117,118	84,727	125,250	103,306	94,178	53,654	52,832	54,000	7.7%
Municipal Incinerator ash		58,269	34,087	30,029	94,350	101,262	104,865	105,526	101,276	57,435	54,162	58,000	8.3%
Biomass and fossil fuel combustion ash	20,880		52,385	61,968	64,809	29,870	26,322	12,855	7,785	8,715	23,506	35,000	5.0%
MSW bypass and soft layer material		2,035	11,155	7,620	21,426	39,524	39,524	22,355	729	7,326	39,616	25,000	3.6%
Construction and demolition debris		76,088	163,581	143,453	125,790	104,309	145,488	149,744	150,706	167,418	199,862	195,000	27.9%
Oversized bulky waste		12,271	29,225	9,649	21,405	51,438	96,520	98,888	64,689	54,353	43,868	60,000	8.6%
Miscellaneous Waste	5,453	14,740	19,868	34,295	11,551	13,871	17,815	17,326	13,884	28,862	17,782	35,000	5.0%
C&D process fines (used as daily cover)		7,931	42,320	41,109	45,148	46,744	87,449	125,301	152,171	152,915	122,732	138,000	19.7%
TOTAL	53,412	252,314	525,758	472,599	617,782	544,595	708,198	703,880	637,303	606,254	617,858	700,000	100.0%

1. Waste received in 2004 consists primarily of pulp and paper mill waste
2. The waste received in 2005 was limited by the sludge mixing program
3. The 2014 tons represent a straight line projection for twelve months based on the amount of tonnages received at the site through September of 2014

COMPARISON OF WASTE QUANTITIES
RECEIVED AT JRL BETWEEN 2004 AND 2015 AND PROPOSED EXPANSION TONNAGES

Waste Category	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	Application Tonnages based on 700,000 tons/year	
	Tons	Tons	Tons	Tons	Tons	Tons	Tons	Tons	Tons	Tons	Tons	Tons	Tons	Percent
WWTP and miscellaneous bio solids/sludge material	26,686	35,336	36,286	61,262	72,275	70,265	58,558	51,053	49,270	64,559	54,214	65,708	70,000	10.0%
Contaminated soils			31,712	8,451	43,910	2,585	6,407	17,526	2,615	11,017	16,823	7,296	30,000	4.3%
Front-end process residue	393	45,644	105,139	74,763	117,118	84,727	125,250	103,306	94,178	53,654	57,048	57,920	54,000	7.7%
Municipal Incinerator ash		58,269	34,087	30,029	94,350	101,262	104,865	105,526	101,276	57,435	54,131	52,341	58,000	8.3%
Biomass and fossil fuel combustion ash	20,880		52,385	61,968	64,809	29,870	26,322	12,855	7,785	8,715	24,771	15,723	35,000	5.0%
MSW bypass and soft layer material		2,035	11,155	7,620	21,426	39,524	39,524	22,355	729	7,326	38,516	63,325	25,000	3.6%
Construction and demolition debris		76,088	163,581	143,453	125,790	104,309	145,488	149,744	150,706	167,418	199,451	203,363	195,000	27.9%
Oversized bulky waste		12,271	29,225	9,649	21,405	51,438	96,520	98,888	64,689	54,353	48,219	47,388	60,000	8.6%
Miscellaneous Waste	5,453	14,740	19,868	34,295	11,551	13,871	17,815	17,326	13,884	28,862	9,696	7,922	35,000	5.0%
C&D process fines (used as daily cover)		7,931	42,320	41,109	45,148	46,744	87,449	125,301	152,171	152,915	126,152	110,776	138,000	19.7%
TOTAL	53,412	252,314	525,758	472,599	617,782	544,595	708,198	703,880	637,303	606,254	629,021	631,762	700,000	100.0%

1. Waste received in 2004 consists primarily of pulp and paper mill waste
2. The waste received in 2005 was limited by the sludge mixing program

LEACHATE DISPOSAL AGREEMENT

THIS LEACHATE DISPOSAL AGREEMENT (this "**Agreement**") made and entered into this 27th day of April, 2016 by and between MFGR LLC ("**MFGR**") and NEWSME Landfill Operations, LLC ("**NEWSMELOC**"), a Maine limited liability company with a place of business in Saco, Maine.

WITNESSETH:

WHEREAS, MFGR owns and operates a certain Wastewater Treatment Plant located at the former Expera/Red Shield paper mill in Old Town, Maine (the "**WTP**") that provides for the treatment and disposal of wastewater pursuant to duly issued and valid licenses and permits; and

WHEREAS, NEWSMELOC operates a secure, Subtitle D landfill located in Old Town (the "**Landfill**") in accordance with a certain Operating Services Agreement dated February 5, 2004 between the State of Maine and Casella Waste Systems, Inc., an affiliate of NEWSMELOC, as amended, which Landfill will provide certain solid waste disposal services to MFGR under a Commercial Agreement for Disposal Services, dated of near or even date herewith, and

WHEREAS, the operation of the Landfill generates and will in the future generate leachate; and

WHEREAS, NEWSMELOC had been a party to a Leachate Disposal Agreement, dated as of February 5, 2004, as amended by an Amendment to Leachate Disposal Agreement, dated as of November 2, 2006, with MFGR, as assignee of Expera Old Town, LLC, which was in turn the assignee of Red Shield Acquisition, LLC, which was in turn the assignee of Red Shield Environmental, LLC, which was in turn the assignee of Fort James Operating Company, which agreement was terminated as of the date hereof; and

WHEREAS, NEWSMELOC desires to continue to dispose of the leachate at the WTP, whether such facility is owned or operated by MFGR or any of its direct or indirect successors or assignees, in accordance with the terms set forth in this Agreement;

NOW, THEREFORE, in consideration of the terms and conditions of this Agreement and the mutual benefits to be derived, the parties hereto agree as follows:

ARTICLE 1. GENERAL

1.1 During the term of this Agreement, MFGR or its successors or assigns holding title to the WTP shall provide treatment of any and all leachate produced at the Landfill, through processing at the WTP subject to the conditions specified herein. MFGR shall comply with all applicable laws, regulations, permits and licenses applicable to the operation of the WTP, and shall operate the WTP in accordance with good operating practices as generally applied in the industry. The failure of MFGR to do so shall entitle NEWSMELOC to dispose of its Landfill leachate at other locations and to exercise its available remedies including those specified in Section 3.2. Without limitation of the

foregoing, MFGR represents and warrants to NEWSMELOC that MFGR holds all permits and licenses necessary in order to perform its obligations hereunder.

- 1.2 MFGR shall only be required to receive and treat leachate from the Landfill at the WTP in accordance with all applicable laws, regulations, permits, approvals and the provisions set forth herein during the term of this Agreement, subject, however, to the provisions of Articles 3 and 10 hereof.
- 1.3 NEWSMELOC or its authorized contractor(s) shall transport the leachate to the WTP for disposal in accordance with all applicable laws, regulations, permits, approvals and the terms and conditions specified in this Agreement.

ARTICLE 2. CONTRACT TERM

The term of this Agreement shall commence on the date of this Agreement and shall continue in effect until the fifth (5th) anniversary thereof, unless this Agreement is earlier terminated as hereinafter provided.

ARTICLE 3. CONTRACT PRICE

- 3.1 There shall be a fee for the treatment of Landfill leachate at the WTP equal to \$0.025 per gallon of Landfill leachate accepted by MFGR at the WTP payable within thirty (30) days of receipt of MFGR's invoice therefor. In addition, in the event and to the extent that the aggregate of such payments by NEWSMELOC to MFGR in any twelve month period ending on an anniversary of this Agreement is less than \$250,000, NEWSMELOC shall pay to MFGR such shortfall within sixty (60) days after such anniversary date, but only to the extent such shortfall is not attributable to MFGR's unwillingness or inability to accept and process Landfill leachate at the WTP. It is agreed that any changes in MFGR's permits or licenses, maintenance down time for the WTP and any event or circumstance constituting a force majeure affecting MFGR or the WTP affecting MFGR's ability to accept or process Landfill leachate at the WTP shall be included in the circumstances that will reduce NEWSMELOC's payment obligations hereunder.
- 3.2 In the event that MFGR fails to accept any of NEWSMELOC's Landfill leachate during operating hours of the WTP in violation of this Agreement, MFGR shall reimburse NEWSMELOC (within thirty (30) days after receipt of NEWSMELOC's invoice therefor), for the reasonable, third-party disposal fees assessed to and incurred by NEWSMELOC for the disposal of Landfill leachate at any other disposal facility, subject, however, to a capped rate of \$0.0275 per gallon of leachate and a capped volume of Ten Million (10,000,000) gallons of leachate per year of this Agreement. For purposes hereof, "disposal fees" shall not include transportation costs, testing costs, costs of pretreating leachate, or other costs.

ARTICLE 4. LEACHATE DISPOSAL PROCEDURES

- 4.1 NEWSMELOC shall provide leachate chemical conditioning, such as the addition of lime, as may be necessary to maintain pH in compliance with the standards set forth in Article 6 of this Agreement.
- 4.2 The hours of operation at the WTP shall be between 7 a.m. and 10 p.m., seven (7) days per week and such other reasonable times as may be determined by MFGR in consultation with NEWSMELOC. MFGR has extended facility outages from time to time; during these periods the WTP may not be available for the disposal of leachate. MFGR will provide NEWSMELOC with prompt notice of the WTP unavailability and will exercise commercially reasonable efforts to minimize such outages.
- 4.3 NEWSMELOC shall transport leachate in accordance with applicable Town, State and Federal requirements.
- 4.4 Truck operations shall comply with the following safety and maintenance procedures or such other reasonable written procedures as may be determined by MFGR.
 - 4.4.1 Speed limit of 10 miles per hour while on WTP property.
 - 4.4.2 Enter and exit by side gate only.
 - 4.4.3 Back-up alarms and other vehicle safety devices shall be fully operational.
 - 4.4.4 Drivers shall comply with reasonable operational personnel instructions while on property.
 - 4.4.5 Any and all spilled leachate shall be promptly cleaned up by NEWSMELOC or its agents or contractors whether on the WTP property or elsewhere.
 - 4.4.6 Drivers shall clean/hose the leachate discharge area immediately after the discharge or leachate has been completed.
 - 4.4.7 Hose opening, discharge piping, etc., shall be covered or plugged when no longer in use to minimize leakage and malodorous conditions.
- 4.5 NEWSMELOC drivers and WTP personnel shall observe the procedures outlined below prior to leachate discharge.
 - 4.5.1 The driver shall complete a leachate receiving form for each shipment and submit it to the WTP operational personnel.
 - 4.5.2 The driver shall provide a sample of the tanker contents to WTP operational personnel upon request.
 - 4.5.3 The pH range of the sample shall be between 5.0 and 9.0, or such other standard necessary for the WTP to comply with its permit(s) then in effect, and the sample shall have the general visual characteristics of leachate.
 - 4.5.4 WTP personnel will have the right to visually inspected for volume of leached discharge
 - 4.5.5 WTP personnel shall, after verification of the items listed in sections 4.5.1 through 4.5.4, complete and sign the leachate receiving form. Copies of the same

shall be submitted to the WTP's Chief Operator. A copy shall be retained by the driver.

ARTICLE 5. LIMITATIONS OF LEACHATE

- 5.1 NEWSMELOC shall comply with the sampling and monitoring program specified in Article 6 to ensure quality control of the leachate.
- 5.2 NEWSMELOC shall pay the costs of the sampling and monitoring program set forth in Article 6.
- 5.3 NEWSMELOC shall not add any materials to the leachate after it is collected at the Landfill and shall not add any other solid, liquid, or gaseous materials or substance to the collected leachate without the express written consent of MFGR, not to be unreasonably withheld, delayed or conditioned; provided, however, that NEWSMELOC, at its sole discretion, may add substances utilized for the purposes of maintaining pH and/or reducing odors to the leachate collection tanks, to transport vehicles or to the Landfill; and provided further that MFGR may require NEWSMELOC to undertake such additional odor control measures which are reasonable and in accordance with accepted industry practice.
- 5.4 Notwithstanding any other provision of this Agreement to the contrary, MFGR reserves the right to impose on NEWSMELOC such effluent quality standards and peak flow limitations for leachate as may be imposed by MFGR from time to time on all users for the protection of its WTP, and preservation of all governmental permits, approvals and authorizations necessary for its operation. The leachate produced at the Landfill must be compatible with MFGR's WTP requirements and not cause "interference" as that term is defined under 40 C.F.R. § 403.3(i), notwithstanding that the WTP is not a publicly owned treatment works.

ARTICLE 6. SAMPLING AND MONITORING REQUIREMENTS

- 6.1 A sample of leachate may be taken from each truckload which is transported to the WTP from the Landfill. The sample shall be visually inspected and checked for pH by WTP operational personnel.
- 6.2 Two random samples will be taken by WTP personnel or qualified third party personnel retained by MFGR from the truck twice per year and will be analyzed for the following parameters, or such other parameters as may be required by local, state or federal authorities:
 - 6.2.1 Volatile Organics (VOC's)
EPA Method 624.1

<u>VOC's</u>	<u>Limit (PPM)</u>
Total VOC's	350

6.2.2 Chemical and Indicator Parameters

<u>Parameter</u>	<u>Limits</u>
PH	5.0-9.0

**6.2.3 TCLP Metals Limits
(PPM)**

Arsenic	<5.0
Barium	<100.0
Lead	<5.0
Cadmium	<1.0
Silver	<5.0
Chromium	<5.0
Mercury	<0.2
Selenium	<1.0

6.2.4 BOD to be analyzed once per month

<u>BOD</u>	<u>lbs.</u>
Total	TBD

- 6.3 All testing performed as required pursuant to this Agreement will be funded by NEWSMELOC (and payable by NEWSMELOC to MFGR within thirty (30) days of receipt of MFGR's invoice therefor.
- 6.4 Leachate analyses shall be performed by an EPA certified and DEP approved laboratory and paid for by NEWSMELOC within thirty (30) days of receipt of an invoice therefor. The analyses shall be conducted in accordance with the methods prescribed in the latest edition of "Standard Methods for the Examination of Water and Wastewater", "Methods for Chemical Analysis of Water and Waste", U.S. Environmental Protection Agency, or in accordance with any other generally accepted analytical method.
- 6.5 The parties shall cooperate as necessary to promptly provide to one another a copy of each leachate analysis result.

ARTICLE 7. INSURANCE

- 7.1 NEWSMELOC shall maintain statutory worker's compensation insurance and general liability insurance in an amount not less than \$1 million during the term of this Agreement for claims arising out of NEWSMELOC's use of the WTP. NEWSMELOC shall require any company transporting NEWSMELOC's leachate to maintain statutory worker's compensation insurance and auto liability insurance, during the term of this Agreement with a combined single limit of not less than \$1 million for claims arising out of the transport of NEWSMELOC's leachate under this Agreement. NEWSMELOC shall provide MFGR upon execution of this Agreement and annually thereafter, and whenever changed, certificates attesting to the existence of such insurance and naming MFGR as an additional insured. Each certificate shall contain a statement of the insurer's

undertaking to notify the party to whom the certificate is addressed at least ten (10) days prior to the cancellation of any policy covered thereunder.

- 7.2 All insurance is to be with companies authorized to do business in Maine. All such insurance shall be obtained and maintained at the sole cost and expense of NEWSMELOC, its agents or contractors.
- 7.3 Notwithstanding any other provisions of this Agreement, in the event that NEWSMELOC does not have in full force and affect the required insurance, MFGR may refuse to accept and treat leachate from NEWSMELOC until such time as the required insurance is obtained by giving prompt notice of same to NEWSMELOC. Nothing contained herein shall prevent MFGR from terminating this Agreement because of failure of NEWSMELOC to obtain and maintain the required insurance; provided, however, that MFGR and NEWSMELOC shall, in such circumstances, confer with each other in an attempt to resolve the insurance issues to the reasonable satisfaction of MFGR.

ARTICLE 8. NOTICES

- 8.1 Any notice from MFGR to NEWSMELOC relating to or required under this Agreement shall be deemed to be given when posted by certified mail, return receipt requested to the following address: Brian Oliver, Casella Waste Systems, 110 Main Street, Suite 1308, Saco, Maine 04072
- 8.2 Any notice from NEWSMELOC to MFGR relating to or required under this Agreement shall be deemed to have been given when posted by certified mail, return receipt requested to the following address: MFGR, LLC, Attention: William J. Firestone, 1654 King Street, Enfield, Connecticut 06082.
- 8.3 Either party may change its address for purposes of this Article by so notifying the other party in the manner provided in this Article 8.

ARTICLE 9. AUTHORITY TO CONTRACT

Each Party expressly represents and warrants that it: (i) has been duly authorized to enter into this Agreement in accordance with applicable federal, state and local laws, bylaws and regulations as a legally binding agreement enforceable in accordance with the terms set forth herein; and (ii) holds (or will hold, when required) all necessary permits and licenses to perform its respective obligations contemplated by this Agreement.

ARTICLE 10. DEFAULT

The failure of either party to perform any of its obligations hereunder shall be a default by that party and a breach of this Agreement. No waiver of any default shall constitute a waiver of any other breach or default whether of the same or any other term or condition. Either party may provide prompt written notice to the other party of any breach of this Agreement. The party receiving such notice shall have thirty (30) days after receipt of such notice to cure the breach or otherwise resolve the issues in a manner agreeable, in writing, to the other party.

ARTICLE 11. INDEMNIFICATION

NEWSMELOC agrees to defend, indemnify and hold harmless MFGR, its officers, employees and agents from and against any and all suits, actions, claims and demands of any kind whatsoever, including without limitation, for personal injury, death, property damage, and environmental liability occurring to any person or entity, reasonable attorneys' fees, arising by reason of any breach of this Agreement or any negligent act or omission by NEWSMELOC, its agents, servants, employees or subcontractors in the performance of this agreement.

ARTICLE 12. TERMINATION

- 12.1** Either party may terminate this Agreement upon thirty (30) days written notice to the other party in the event that the other party has materially defaulted in its obligations hereunder and has not cured said material default pursuant to the provisions of Article 10 of this Agreement.
- 12.2** MFGR may terminate the Agreement upon seven (7) days written notice, or any period of time required under any applicable permit or order, whichever is longer, in the event that public health and safety so require or any regulatory authority or court having jurisdiction over the WTP requires cessation of transporting NEWSMELOC's leachate to or treating NEWSMELOC's leachate at the WTP for disposal. In the event that MFGR receives notices of any alleged violation or other matter or proceeding which relates to NEWSMELOC's transportation of leachate to or disposal of leachate at the WTP, MFGR shall promptly notify NEWSMELOC of same in writing. NEWSMELOC and MFGR shall forthwith confer and cooperate in good faith to attempt to timely resolve matters which are the subject of said notice of violation or order at minimal cost to MFGR and NEWSMELOC.

ARTICLE 13. FORCE MAJEURE

Neither party shall be liable to the other, or be deemed to be in breach of this Agreement, for any failure or delay in rendering performance arising out of causes beyond its reasonable control and not due to its fault or negligence. Such causes include but are not limited to act of God, acts of war or military authority, fires, explosions, floods, epidemics, quarantine restrictions, riots, labor strikes, unusually severe weather or change of law. In the event the provisions of this Article are believed to apply, the party relying thereon shall give prompt written notice to the other party of the circumstances, the basis for the applicability of this Article and the anticipated time required to cure such failure or delay in performance.

ARTICLE 14. ADDITIONAL PROVISIONS

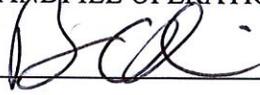
- 14.1** If any provision of this Agreement or its application to any person or circumstance is invalid or unenforceable, then the remainder of this Agreement, or the application of said provision to other persons or circumstances, shall not be affected thereby; provided, however, that if any provision of its application is invalid or unenforceable, then a suitable and equitable provision, mutually agreed to, shall be substituted therefore in order to carry out so far as may be valid and enforceable the intended purpose of the invalid or unenforceable provisions.

- 14.2** This Agreement is delivered, and is intended to be performed, in the State of Maine, and it shall be construed and enforced in accordance with its laws, rules and regulations.
- 14.3** Any provision of this Agreement which refers to a federal, state, or local law, rule, regulation, standard, or guideline, shall be considered to refer to the most current applicable version of such law, rule, regulations, standard, or guideline so as to ensure that the requirements of this Agreement are consistent at all times with currently applicable requirements enacted or adopted by federal, state and local authorities with jurisdiction over the matters which are the subject of this Agreement.
- 14.4** Sections and subsections used in this Agreement are for convenience or reference only and shall not be deemed to alter or affect any provision thereof.
- 14.5** All remedies provided in this Agreement are distinct and cumulative to any other right or remedy under this Agreement or afforded by law or equity, and may be exercised concurrently, independently, or successively. The failure on the part of either party to enforce any of its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provision in the future. Without limitation of the foregoing, either party shall be entitled to set off against any of its obligations under this Agreement (or any other agreement between the parties hereto) any amounts due and payable to it under any other agreement between the parties hereto (or their respective affiliates, assignees or successors), which right of offset shall remain in effect irrespective of the assignment of any such agreement.
- 14.6** This Agreement contains the entire agreement between NEWSMELOC and MFGR with respect to the subject matter hereof and supersedes all previous or contemporaneous communications, representations or agreements with respect thereto. This Agreement may be modified only by written amendment signed by both parties.
- 14.7** This Agreement shall not be assigned by either party without the written consent of the other, which consent shall not be unreasonably withheld, conditioned or delayed; provided, further, that NEWSMELOC may withhold or condition such consent only on the basis of demonstrable and material deficiencies on the creditworthiness or technical ability to operate the WTP of the proposed assignee, and further that the City of Old Town or its affiliated water treatment division is an acceptable assignee to NEWSMELOC. MFGR covenants and agrees that it may not convey, directly or indirectly, its interest in the WTP without this Agreement being assigned to and assumed in writing by such transferee by a writing reasonably satisfactory to NEWSMELOC and complying with this Section 14.7.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, by their respective duly authorized representatives who, however, incur no personal liability by reason of the execution hereof or of anything herein contained, as of the day and year first above written.

NEWSME LANDFILL OPERATIONS, LLC.

By: 

Name: Brian Oliver

Title: Vice President

MFGR, LLC

By: 

William J. Firestone, its duly authorized signatory