

24/25

Mid-Maine Waste Action Corporation

110 Goldthwaite Road
Auburn, Maine 04210
(207) 783-8805
Fax (207) 783-9831
www.mainewastenergy.com

December 29, 2023

Town of Bowdoinham
Mr. Bryan Benson
Solid Waste and Recycling Director
13 School Street
Bowdoinham, Maine 04008

Dear Mr. Benson,

We are pleased to make this proposal to the Town of Bowdoinham (Town) for municipal solid waste processing and disposal services with Mid-Maine Waste Action Corporation ("MMWAC"). This contract will provide for processing, disposal capacity and pricing at our facility under either a 3-year or 5-year term.

Under either option, the tipping fee is adjusted annually starting in year 2 for the remainder of the term in accordance with the Consumer Price Index, as described below. All annual adjustments will have a 2% floor and a 4% cap.

This letter agreement ("Agreement") proposes the terms and conditions between the Town and MMWAC concerning the delivery of municipal solid waste, pricing and capacity issues for use of MMWAC's waste-to-energy facility. MMWAC agrees to the following provisions and, should this proposal meet your needs, would ask that you indicate your acceptance to the same by signing where provided and indicating which option you are choosing.

Option 1: 3-Year Contract

- Term: Three years, beginning July 1, 2024 and ending June 30, 2027.
- Tipping fee schedule:
Year 1: \$91 / ton
Years 2-3: Plus annual CPI adjustment (2% minimum and 4% cap)

Option 2: 5-Year Contract

- Term: Five years, beginning July 1, 2024 and ending June 30, 2029.
- Tipping fee schedule:
Year 1: \$87/ton
Years 2-5: Plus annual CPI adjustment (2% minimum and 4% cap)

MEMBER COMMUNITIES:

AUBURN • BOWDOIN • BUCKFIELD • LOVELL • MINOT • MONMOUTH • NEW GLOUCESTER • POLAND • RAYMOND • SUMNER • SWEDEN • WALES

Note: The tipping fee for any years to be adjusted under this Agreement shall be in proportion to the increase in the Consumer Price Index (CPI) for All Urban Consumers (Boston-Cambridge-Newton, MA-NH, all urban consumers) as published by the U.S. Department of Labor, Bureau of Labor Statistics for the 6 most-recently published periods (months)—for example, July, September, November, January, March, and May, July as compared to each of the corresponding month's figures 12-months prior. This will yield 6 separate 12-month percent changes in CPI, all of which will be averaged to arrive at a single adjustment percentage. MMWAC will cap any annual index increase to no more than 4% per measured year and establishes a 2% annual minimum adjustment. Attachment 1 to this Agreement is the most recently available statistics from the U.S. Department of Labor that are used for this calculation.

Other Terms and Conditions:

- **Delivery Obligation:** The Town agrees to deliver all acceptable municipal solid waste (MSW) collected at its transfer station or otherwise under the control of the Town to the MMWAC facility during the term of the Agreement.
- **Disposal Obligation:** MMWAC agrees to dispose all acceptable MSW delivered from the Town during the term of the Agreement, and MMWAC may be excused from this provision only if it no longer provides disposal services to its own member municipalities or is prevented from meeting its obligations by a Force Majeure (defined below).
- **Indemnification:** Each party shall defend, indemnify and hold harmless the other party, its agents, officers and employees, in their public and individual capacities, from and against any and all liabilities, claims, penalties, costs and expenses (including costs of defense, settlement, and reasonable attorney's fees), which the other party may hereafter incur, become responsible for, or pay out as a result of death or bodily injury to any person, or destruction of or damage to any property, caused, in whole or in part, by any negligent or willful act or omission by such party, its employees, or subcontractors in the performance of this Agreement or by any violation of any applicable law, rule or regulation by such party.
- **Insurance:** The parties shall obtain and maintain throughout the term of this Agreement and for a period of at least two (2) years following the expiration or earlier termination of this Agreement, the following insurance coverages:
 - a. Commercial General Liability insurance, including independent contractors, contractual liability coverage and personal injury coverage, with minimum limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate. Mid-Maine Waste Action Corporation should be named as an Additional Insured. A limit of Four Hundred Thousand Dollars (\$400,000) is acceptable for municipal entities.
 - b. Automobile Liability insurance, including but not limited to coverage for owned, non-owned and hired automobiles with a minimum combined single limit of not less than One Million Dollars (\$1,000,000).

c. Workers' Compensation insurance in amounts required by Maine law and Employer's Liability insurance, as necessary, as required by Maine law.

All such insurance policies shall name the other party as additional insured, and, prior to commencement of work under this Agreement, each party shall deliver certificates evidencing such coverages, which certificates shall state that written notice shall be provided to the other party at least thirty (30) days prior to cancellation, non-renewal, material modification or expiration of any such insurance.

- * Facility Rules: Attachment 2 to this Agreement is a copy of the Facility Rules that govern the use of the MMWAC facility and are incorporated into this Agreement by reference.
- * Acceptable Waste: MMWAC's waste-to-energy facility is designed to process MSW but cannot handle large items with dimensions greater than 3 feet because the hopper opening into the combustor is 3-foot square. Therefore, any material over 3 feet in any dimension will not be accepted under this Agreement. See the definition of Unacceptable Waste below for other restrictions.
- * Unacceptable Waste: Bulky, construction and demolition, and certain industrial wastes are not amenable to the waste-to-energy process but can be accepted, at the Town's option, at MMWAC's transfer station. In addition, separated tires are accepted on a per-tire fee basis.
- * Hours of Operation: Waste is accepted for disposal at MMWAC's waste-to-energy facility from 7AM to 4PM Monday through Friday, and 7AM to Noon on Saturdays, excluding holidays.
- * Billing: MMWAC will invoice Town on a monthly basis with terms being net 15 days.
- * Force Majeure: Either party shall be excused from performing its obligations under this Agreement if an event or combination of events occurs that is beyond the reasonable control of the party relying on such circumstance as a reason for not performing or complying with any obligation under this Agreement, including the inability to continue operations of the waste-to-energy facility for technical, change of law, or economic reasons.
- * By signing below, the Town signifies that the execution and delivery of this Agreement has been duly authorized by all appropriate actions of its governing body, that this Agreement has been executed and delivered by an authorized officer of the Town, and that this Agreement constitutes the legal, valid and binding obligation of the Town enforceable upon it in accordance with its terms (except as enforceability may be limited by applicable bankruptcy or similar laws affecting creditors' rights, and by application of equitable principles if equitable remedies are sought).

On behalf of MMWAC, I want to thank you for considering us for your continued disposal needs. Please contact me if you have any questions.

Sincerely,



John King
Executive Director

3-Year Term Selected _____

5-Year Term Selected _____

Agreed on the _____ day of _____, 2023

TOWN OF BOWDOINHAM

Reference No.: 04244



ESTABLISHED 1975

January 24, 2024

Town of Bowdoinham
ATTN: Bryan Benson
121 Pond Road
Bowdoinham, ME 04008

TRANSFER STATION HAULING, DISPOSAL & PROCESSING PROPOSAL

Dear Bryan,

Pine Tree Waste, Inc., a wholly owned subsidiary of Casella Waste Systems, Inc, ("Casella") is pleased to provide the Town of Bowdoinham ("Town") with this proposal for the hauling of waste materials from the Town transfer station. As the leading resource management company in the Northeast, we have over four decades of experience of hauling, disposal and recycling processing services and have been managing the Towns materials for the past 3 years. As such, we believe Casella is the most qualified partner to continue meeting the Town of Bowdoinham's needs.

We are committed to working collaboratively with the Town both environmentally and economically. Paramount to success is our strength as an organization, which begins with selecting the best individuals to be a part of our team. We are committed to building a diverse workforce that is passionate about serving our customers, adhering to the highest ethical standards, complying with all state and federal regulations, all the while improving our communities and environment.

Our proposal provides the Town of Bowdoinham with services continuing July 1, 2024, with an option for a one-year agreement. We feel that this proposal reflects our strong desire to continue our esteemed partnership with the Town. We have outlined our scope of services and qualifications in the following pages and look forward to discussing the opportunity in greater detail. If at any time you have any questions, please do not hesitate to reach out directly to me at (207) 604-4522.

Sincerely,

Chris McHale

Chris McHale
Market Area Manager

Scope of Services

Transfer Station Services

The Town of Bowdoinham will be serviced by our local hauling division located at 64 Arthur J Reno Sr Road Bath Maine, where our administrative offices and fleet vehicles are dispatched. Casella is fully equipped to provide and maintain equipment to service the Town in addition to being fully qualified and licensed in accordance with all applicable Federal, State, and local laws. Our trucks are routinely serviced and inspected. We will plan on utilizing our existing fleet to provide hauling services and have ample backup equipment in our existing fleet located at our local division.

The recyclable material will be transported to our West Bath Transfer Station and consolidated for final processing.

Customer Service

Casella's Local Commercial Service Representatives are available to take the Town employee's call to assist with any scheduling or service's needs. The Public Works Department and Town Officials will have a direct line to our local operations team.

Casella- Scarborough Commercial Service Representatives

Phone: 207-510-4839

Email: laurie.richards@casella.com

Reporting

Casella recognizes the importance of providing the Town with monthly and annual reports for quantities of all material streams.

Compliance

Casella operates under strict compliance with all local, state, and federal regulations and laws, including E.P.A., OSHA, and D.O.T. regulations. All Town ordinances will be clearly communicated and adhered to within our organization. All necessary permits, licenses, certificates, and inspections would be provided.

Key Personnel

Bowdoinham's Public Works Department and Town Officials will have a direct line to our local operations team to ensure any daily service issues are resolved promptly. Casella will have the following resources overseeing the contract and supporting the Town's needs:

Market Area Manager: Chris McHale

Phone: (207) 604-4522

Email: christopher.mchale@casella.com

Operations Manager: Mark Haley

Phone: (603) 365-9420

Email: mark.haley@casella.com

Municipal Account Manager: Talya Bent

Phone: (603) 327-9098

Email: talya.bent@casella.com

Qualifications and Experience

Insurance and Bonding Capabilities

Casella has the ability meet the bonding and insurance requirements set forth in this contract. Please see the attached certificate from our insurance agency, the Noyle Johnson Group. Casella can provide additional information needed upon further request.

Finance

Casella's financial statements can be downloaded at <https://ir.casella.com/financialinformation>

Partnering for Success

We view Municipal work as a partnership. Our over-arching goal is to provide the highest level of service and satisfaction to our municipal partners. Everything we do is in the best interest of both parties. We believe the best testament to our performance comes from our customers. Should you wish to reach out to some of your neighboring communities, the following list would certainly be willing to share their experiences in partnering with Casella.

We believe the best testament to our performance comes from our customer. Should you wish to reach out to some of your neighboring communities, the following list would certainly be willing to share their experiences in partnering with Casella.

Sebago, Maine

Name: Maureen Scanlon, Town Manager

Phone: (207) 787-2457 **Email:** townmanager@townofsebago.org

Address: 406 Bridgeton Road, Sebago, ME 04029

Partnership: Casella provides hauling, disposal of solid waste and processing of recyclable material from the Town's drop-off station. The Town engages in Zero-Sort® recycling. *(Approximately 1,800 residents)*

Lisbon, Maine

Name: Randy Cyr, Director of Public Works

Phone: (207) 353-3000 **Email:** rcyr@lisbonme.org

Address: 14 Capital Avenue, Lisbon, ME 04250

Partnership: Casella provides hauling, disposal of solid waste and processing of recyclable material from the Town's drop-off station. The Town engages in Zero-Sort® recycling. Casella also manages the disposal of the Town's biosolids from the Wastewater Treatment Facility. *(Approximately 9,000 residents).*

Dresden, Maine

Name: Michael Henderson, Town Manager

Phone: (207) 737-4335 **Email:** michael.henderson@townofdresden.org

Address: 534 Gardiner Road, Dresden, ME 04342

Partnership: Casella provides hauling, disposal of solid waste and processing of recyclable material from the Town's drop-off station.

Proposal Exceptions

Casella has proposed additional nuances of the agreement which we would like to call to your attention for review. Please see below:

- 1. The proposed term is for 1 year, commencing on July 1, 2024.
- 2. Pricing included in this proposal is valid for 60-days from submission date.

Price Proposal

July 1, 2024-June 30, 2025

Material	Haul Rate	Disposal/Processing Rate
Municipal Solid Waste	N/A	\$123.00/ton
Single Sort Recycling	\$428.19/haul	ACR – (\$165 + \$38.00) <i>*See attachment for formula explanation</i>

Attachment A

Single Stream Recycling Formula

ACR - Threshold = Rebate (Charge)

Average Commodity Revenue (ACR) - means the current market value for each recyclable commodity (including residue tons) multiplied by the product mix percentage of each recyclable commodity tons from that facility for the residential line of business over the same month, less any direct costs of Processor related to transportation, storage, or marketing of product. In addition, if there is a material change in the ACR during any thirty-day period, the Processor reserves the right to make the immediate adjustment to the ACR.

Rebate (Charge) - means the percentage of value paid to the Generator when the ACR is greater than the Threshold. When the Rebate is negative, each dollar below the ACR will be charged to the Generator.

Rebate Split = 50% to Generator when ACR is above Threshold

Threshold= \$165.00/ton - means the base rate required to process Recyclable Materials (including increases in labor expenses and to cover capital investments) Threshold shall be updated periodically to account for these changes in costs.

Handling & Transportation= \$38.00 – means the additional cost to handle and transport materials from a Casella Transfer Station to a Materials Recovery Facility (MRF) for final processing.

Example (current) Pricing Scenario:

Based on Today's Market	Based on Better Market
ACR = \$39.52 Threshold = \$165.00/ ton Handling & Trans = \$38.00/ton	ACR = \$85.77 Threshold = \$165.00/ ton Handling & Trans = \$38.00/ton
Pricing Formula: $\\$39.52 - (\\$165 + \\$38) =$ $\\$163.48/\text{ton}$	Pricing Formula: $\\$85.77 - (\\$165 + \\$38) =$ $\\$117.23/\text{ton}$
Rebate/Charge: 50% over Threshold (to Generator) and dollar for dollar below the Threshold (to Processor)	Rebate/Charge: 50% over Threshold (to Generator) and dollar for dollar below the Threshold (to Processor)
Net Charge to Generator is $\\$163.48/\text{ton}$ $(\\$163.48 \times 100\%)$	Net Charge to Generator is $\\$117.23/\text{ton}$ $(\\$117.23 \times 100\%)$